

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ANDREW MACKMIN, *et al.*,

Plaintiffs,

v.

VISA INC., *et al.*,

Defendants.

Civil Action No. 1:11-cv-1831-RJL

Assign Date: 8/4/2015

Description: Antitrust – Class Action

**NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF SETTLEMENT
WITH THE VISA AND MASTERCARD DEFENDANTS**

Pursuant to Fed. R. Civ. P. 23, at the Fairness Hearing scheduled for January 23, 2025, at 4:00 p.m., at the E. Barrett Prettyman Courthouse, 333 Constitution Avenue NW, Washington, D.C. 20001, the *Mackmin* Plaintiffs will and hereby do move this Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order:

- (1) Finally approving the proposed class action settlement with Defendants Mastercard Inc. and Mastercard International Inc. d/b/a Mastercard Worldwide., Visa Inc., Visa U.S.A. Inc., Visa International Service Association, and Plus System, Inc.;
- (2) Certifying the proposed Settlement Class;
- (3) Approving of the proposed Plan of Allocation; and
- (4) Granting the fees, expenses, and services awards requested in Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards for Class Representatives (Dkt. 295).

The motion is based upon this notice, the attached memorandum of points and authorities and the exhibits attached thereto, the accompanying declaration of Mark Cowen, the pleadings and other papers on file in this action, such matters over which the Court may take judicial notice, and such arguments that may be presented at or before the hearing.

DATED this 6th day of December, 2024. Respectfully submitted,

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*Co-Lead Class Counsel for
Mackmin Consumer Plaintiffs*

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**MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF
SETTLEMENT WITH THE VISA AND MASTERCARD DEFENDANTS**

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I. INTRODUCTION

In July 2024, this Court preliminarily approved the settlement (“Network Settlement” or “Settlement”) reached with the Mastercard Defendants and the Visa Defendants (collectively, the “Network Defendants”). Dkt. 292.¹ The Court designated Andrew Mackmin and Sam Osborn as Class Representatives for the Settlement Class, and designated Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP, and Mehri & Skalet, PLLC, as Class Counsel for the Settlement Class. *Id.* The Court also approved the form and content of the proposed notice forms, which have now been provided to members of the Settlement Class as directed. Plaintiffs respectfully request that the Court now grant final approval to the Network Settlement because it represents an outstanding recovery for the Settlement Class: the Network Defendants will provide \$197.5 million in cash payments to Plaintiffs, which *alone* represents between 17.3 and 28.5 percent of the single damages the Settlement Class could secure if it prevailed at trial. And the Settlement Class’s total recovery (including from the Bank Defendants, Chase, Wells Fargo, and Bank of America) of \$264.24 million—which is the best measure of the results Class Counsel achieved in this case for the Class—represents between 23.1 and 38.2 percent of single damages. This is an exceptional rate of recovery, particularly for antitrust class actions.

The events since preliminary approval have only confirmed that the Settlement is an excellent result. Plaintiffs have implemented a notice program that has reached nearly 70 million class members by direct email notice alone. In addition to this extensive direct email notice effort, the Settlement Administrator, A.B. Data, engaged in a state-of-the-art publication notice

¹ All defined terms have the same meaning as in Plaintiffs’ Motion for Preliminary Approval (Dkt. No. 288, “Preliminary Approval Motion”) and the Court’s Order granting preliminary approval (Dkt. No. 292, “Preliminary Approval Order”) unless otherwise noted.

campaign. The reaction to the Settlement has been overwhelmingly positive with *zero* objections and only twenty-eight opt-out requests.

Plaintiffs respectfully request that the Court certify the proposed Settlement Class and grant final approval to the Settlement.

II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

To obtain final approval, Plaintiffs must show that the proposed Settlement is “fair, reasonable, and adequate.” Manual for Complex Litigation § 21.634 (4th ed. 2021); *see also In re Vitamins Antitrust Class Actions*, 215 F.3d 26, 30 (D.C. Cir. 2000); *Pigford v. Glickman*, 206 F.3d 1212, 1215 (D.C. Cir. 2000). In the Preliminary Approval Motion submitted on May 29, 2024, Plaintiffs discussed the traditional factors considered by courts in this Circuit in making this determination, as well as the Rule 23(e)(2) factors that were added in 2018. Because the relevant facts have largely not changed since the Preliminary Approval Motion, and because there are no objections to the Settlement, Plaintiffs will not burden the Court with a repetitive discussion, and respectfully refer to the Court to that pleading. *See* Dkt. 288 at 12-21.

Here, Plaintiffs discuss the execution of the notice plan and the only factor that could not be assessed at preliminary approval—the reaction of the class. “In approving class action settlements, courts gauge the reaction of the class by looking at the number of objections as compared to the overall size of the class.” *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 23 (D.D.C. 2019). Here, there are approximately 200 million class members and there was an extensive notice campaign, but only 28 opt-outs and *zero* objections. *See* Declaration of Mark Cowen in Support of Plaintiffs’ Motion for Final Approval of Settlement (“Cowen Decl.”), ¶¶ 19-20, concurrently submitted herewith. The substance of Plaintiffs’ showing on the Rule 23(e)(2) factors shows approval is appropriate and warranted here, and the complete lack of any objections to the Settlement strongly confirms it should be approved. *See*

Domestic Airline, 378 F. Supp. 3d at 23 (approving settlement where “the objectors are but a tiny fraction of the class”).²

III. THE PROPOSED SETTLEMENT CLASS SATISFIES RULE 23

For final approval of a class action settlement, the proposed settlement class must satisfy Rule 23(a)’s requirements of “numerosity, commonality, typicality, and adequacy of representation.” *Cohen*, 522 F. Supp. 2d at 113. Additionally, the proposed class must meet one of the Rule 23(b) requirements. Here, Plaintiffs seek certification of the proposed settlement class pursuant to Rule 23(b)(3). *Id.* In the Preliminary Approval Motion, Plaintiffs discussed at length why the Settlement Class should be certified. *See* Dkt. No. 288 at 21-26. Because the facts relevant to certification have not changed, Plaintiffs do not repeat that discussion here and respectfully believe the Court should confirm its finding at preliminary approval based on that showing.

IV. THE APPROVED NOTICE PROGRAM WAS ADEQUATE AND SATISFIED DUE PROCESS

Notice to the class must be made “in a reasonable manner to all class members who would be bound by the” proposed settlement. Fed. R. Civ. P. 23(e)(1)(B). For a proposed Rule 23(b)(3) Settlement Class, the court must “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Here, the Court approved, and

² *See also Kifafi v. Hilton Hotels Ret. Plan*, 999 F. Supp. 2d 88, 101 (D.D.C. 2013) (out of a class of 23,000 persons, five objected, and this weighed in favor of approval); *Cohen v. Warner Chilcott Pub. Ltd. Co.*, 522 F. Supp. 2d 105, 119 (D.D.C. 2007) (finding the small number of objections weighed in favor of approval); *Trombley v. Nat’l City Bank*, 826 F. Supp. 2d 179, 200-01 (D.D.C. 2011) (approving settlement where there were only 10 objections out of over 13 million class members).

Plaintiffs then implemented, a state-of-the-art notice program designed by an experienced notice and claims administrator, A.B. Data.

The notice and claims administrator delivered *direct* email notice successfully to approximately 69,673,032 unique email addresses of potential Settlement Class Members. Cowen Decl., ¶ 6. Specifically, using 100 million email addresses of potential settlement class members obtained from the Bank Defendants, the administrator sent emails to 77,497,144 unique email addresses after data review and validation efforts, with the administrator's records showing that emails were successfully delivered to 69,673,032 (90%) of these unique email addresses. *Id.*, ¶¶ 3-6. This robust direct email notice campaign was explicitly endorsed by the 2018 Amendments to Rule 23, which explain that “notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” Fed R. Civ. P. 23(c)(2)(B).³

In addition to a massive direct email notice effort, A.B. Data also engaged in a robust publication notice campaign. The campaign included (i) a digital advertising campaign on numerous digital and social media platforms; (ii) a news release disseminated via *PR Newswire*; (iii) a publication notice in *People* magazine; and (iv) a toll-free telephone number and case-specific website to address potential Settlement Class Member inquiries. *See* Cowen Decl., ¶¶ 7-15 (discussing scope of publication campaign in detail).

Courts in this District recognize that individual notice by email, in combination with publication notice, as was done here, may be the best way to provide notice to large settlement classes. *See In re Domestic Airline Travel Antitrust Litig.*, 322 F. Supp. 3d 64, 69-72 (D.D.C.

³ *See also* Fed. R. Civ. P. 23, Notes of Advisory Comm., Subdivision (c)(2) (2018) (discussing technological changes that may provide opportunities for better notice).

2018) (approving of proposed settlement program by publication notice and individual notice by email).⁴ As the court in *Domestic Airline* explained:

No single formula can be derived which will anticipate the myriad of circumstances that may confront class action litigants attempting to identify absentee class members of a 23(b)(3) action and resolve whether the effort is reasonable. . . . Instead, this Court must examine the available information and possible methods of identification before deciding what amounts to reasonable efforts under the circumstances. The Court must balance between protecting class members and making Rule 23 workable, with consideration of the circumstances, size of the class, and cost of providing notice compared to the total settlement fund.

Id. at 70-71 (internal citation and quotation marks omitted).

Here, as in *Domestic Airline*, the combination of “e-mail and publication” notice (*id.* at 71), was the best notice practicable given the large size of the class, which is further shown by the Administrator’s estimate that notice reached over 85% of potential members of the Settlement Class. Cowen Decl., ¶ 21. This is consistent with recommendations by the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide, which considers reach exceeding 70% to be reasonable. *See* Dkt. 222-3, ¶ 30.

To receive money from this Settlement, Settlement Class Members must complete a claim form that asks them to state under oath that they were assessed ATM surcharges. Claim forms must be submitted online at the settlement website on or before January 22, 2025, or postmarked by January 22, 2025. The settlement administrator is simultaneously implementing a number of fraud prevention techniques to identify claims filed from suspicious locations, by repeat actors, and/or by Internet “bots.” Cowen Decl., ¶¶ 16-18. These processes are ongoing

⁴ *See also Domestic Airline*, 322 F. Supp. 3d at 70 (citing, among other cases: *In re Livingsocial Mktg. & Sales Practice Litig.*, 298 F.R.D. 1, 8 (D.D.C. 2013) (involving a class of 10.9 million persons contesting gift certificates sold via the internet, in which notice was given through e-mail); *In re Sony PS3 “Other OS” Litig.*, 2017 WL 5598726 (N.D. Cal. Nov. 21, 2017) (involving breach of contract claims by purchasers of computer entertainment consoles, where dissemination of settlement information was to be completed by giving notice “to Class Members via email for those Class Members for whom an email address is available”)).

and Plaintiffs can update the Court about the claims process at the final approval hearing, scheduled for January 23, 2025.

V. THE PROPOSED PLAN OF ALLOCATION IS FAIR AND ADEQUATE

A plan of allocation “must be fair and adequate,” but it “need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 2019 WL 6875472, at *20 (E.D.N.Y. Dec. 16, 2019); *accord In re Advanced Battery Techs., Inc. Sec. Litig.*, 298 F.R.D. 171, 180 (S.D.N.Y. 2014).

Plaintiffs propose to distribute settlement funds *pro rata* to qualifying class members based on the number of approved claims submitted. *See* Cowen Decl., Ex. A at p. 2 (proposing *pro rata* allocation in notice to class). Such *pro rata* allocations are routinely approved, and have been called “the fairest method of allocating the settlement benefits.” *See In re Lloyd’s Am. Trust Fund Litig.*, 2002 WL 31663577, at *19 (S.D.N.Y. Nov. 26, 2002) (“*pro rata* allocations provided in the Stipulation are not only reasonable and rational, but appear to be the fairest method of allocating the settlement benefits”); *see also In re TFL-LCD (Flat Panel) Antitrust Litig.*, 2011 WL 7575004, at *4 (N.D. Cal. Dec. 27, 2011) (approving a *pro rata* plan and citing several cases for this holding, including *In re Vitamins Antitrust Litig.*, 2000 WL 1737867, at *6 (D.D.C. Mar. 31, 2000)). No objector has challenged the proposed plan of allocation, and this is the same approach the Court approved with respect to Plaintiffs’ previous Bank Settlements.

Plaintiffs will submit a motion for distribution of these Settlement funds following final approval.

VI. CONCLUSION

For these reasons, Plaintiffs respectfully request that the Court: (1) certify the proposed Settlement Class; (2) grant final approval of the proposed class action Settlement with Visa and

Mastercard; (3) approve of the proposed Plan of Allocation; and (4) grant the attorneys' fees, expenses, and services awards requested in Plaintiffs' Fee Motion (Dkt. No. 295).

DATED this 6th day of December, 2024. Respectfully submitted,

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**UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA**

Mackmin, et al. v. Visa Inc., et al.

Case No. 1:11-cv-01831 (RJL)

**DECLARATION OF MARK
COWEN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

This Document Relates to:
All Plaintiff Actions

I, Mark Cowen, hereby declare as follows: I am a Project Manager with A.B. Data, Ltd. ("A.B. Data"). I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, I could and would testify competently thereto. I submit this declaration at the request of Co-Lead Class Counsel in connection with the above-captioned action (the "Action").

1. As detailed in the Declaration in Support of Plaintiffs' Motion for Preliminary Approval dated May 29, 2024 (the "Notice Declaration"), and pursuant to the Court's Order Granting Preliminary Approval of Settlement With Visa and Mastercard Defendants and Directing Notice to the Class dated July 26, 2024, A.B. Data was responsible for implementing the Court-approved Notice Plan. The Notice Plan was designed to provide notice to potential Settlement Class Members. The Settlement Class is defined as follows:

All individuals and entities that paid an unreimbursed ATM Access Fee directly to any Bank Defendant or Alleged Bank Co-Conspirator for a Foreign ATM Transaction using an ATM card issued by a financial institution in the United States

to withdraw cash at an ATM located in the United States at any time from October 1, 2007, to the date of the Preliminary Approval Order.

2. As detailed in the Notice Declaration, the Notice Plan featured a combination of: i) direct email notice to potential Settlement Class Members; ii) a digital advertising campaign on numerous digital and social media platforms; iii) a news release disseminated via *PR Newswire*; iv) a publication notice in *People* magazine; and v) a toll-free telephone number and case-specific website to address potential Settlement Class Member inquiries.

Direct Notice

3. In connection with the 2021 Settlements with Defendants JP Morgan, Wells Fargo, and Bank of America (“the Bank Defendants”) and the subsequent notice program completed by A.B. Data, the Bank Defendants provided names and contact information that included an email address for approximately 100 million of the potential Settlement Class Members in the present Settlement.

4. In advance of initiating the email campaign for the Direct Notice campaign here, A.B. Data again performed several tasks to maximize deliverability to potential Settlement Class Members and avoid SPAM and junk filters. These tasks included running the list of recipient email addresses through a deliverability analysis to ensure the email addresses are valid, and working with our contacts at the email service providers to develop sending strategies to achieve optimal deliverability. A.B. Data also incorporated certain best practices to maximize deliverability, such as ensuring no inclusion of words or phrases

known to trigger SPAM or junk filters, not including attachments to the email, and sending the emails in tranches over a period of weeks.

5. Of the 99,738,419 email addresses available, a total of 77,497,144 unique email addresses remained after the data review and validation efforts.

6. On August 23, 2024, A.B. Data began to send Notice by email to potential Settlement Class Members with a known email address in the unique data set addressed above. Based on our records, those emails were successfully delivered to 69,673,032, or close to 90%, of the unique email addresses. A true and correct copy of the Email Notice is attached as **Exhibit A**.

Digital Media

7. To supplement direct notice efforts, beginning on August 23, 2024, A.B. Data caused digital banner and newsfeed ads to appear on various websites and social media platforms. These banner ads were placed on the Google Display Network and on social media channels such as Facebook, Instagram, and YouTube. These ads appeared on both desktop and mobile formats.

8. Targeted advertisements were delivered to potential Settlement Class Members using their known contact information. These ads were placed in “premium positioning” on websites and social media sites, and were specifically designed to be readable, noticeable, and widely disseminated.

9. A.B. Data also used Google AdWords, where identified target phrases and keywords relevant to the Settlement Class are used in searches on Google, then links to the Settlement website will appear on the search result pages.

10. Over 555,800,000 impressions have been delivered, resulting in over 170,192 clicks to the Settlement website and case-specific Facebook page that was created as a landing page for the links in the Facebook and Instagram newsfeed ads. A sample of the digital banner and newsfeed ads are attached as **Exhibit B**.

Earned Media

11. On August 23, 2024, A.B. Data disseminated a news release via *PR Newswire*'s US1 Newswire distribution list to announce the Settlement. This news release distributed via *PR Newswire* went to the news desks of approximately 10,000 newsrooms, including those of print, broadcast, and digital websites across the United States. The news release was also translated and published to *PR Newswire*'s U.S. Hispanic media contacts and Hispanic news websites. News about the Settlement was also sent via X (formerly known as Twitter) to the followers of *PR Newswire* and A.B. Data. A copy of the news release is attached as **Exhibit C**.

Print Media

12. A.B. Data published notice in the September 9, 2024, edition of *People* magazine. To reach the older age ranges of the Settlement Class, as well as those who are light users of digital and social media, the Email Notice, formatted as a 1/3-page ad, was published one time in *People* magazine. *People* has a broad national readership with a weekly audience of more than 26 million readers. A copy of the ad is attached as **Exhibit D**.

Website and Telephone

13. To assist potential Settlement Class Members in understanding the terms of the Settlement and their rights, A.B. Data established a case-specific toll-free telephone number (877-311-3724) and a case-specific website (www.atmclassaction.com).

14. On August 23, 2024, A.B. Data updated the case-specific toll-free telephone number with an interactive voice response (“IVR”) system which provided summary information to frequently asked questions. As of today’s date, a total of 2,991 calls have been placed to the toll-free number.

15. On August 23, 2024, A.B. Data updated the case-specific website, www.atmclassaction.com. The website address appeared on the Email Notice, Long-Form Notice, and in *PR Newswire* and *People* magazine. The website includes case-specific information, including relevant deadlines and downloadable versions of the Complaint, Settlement Agreement, Long-Form Notice in both English and Spanish, and other relevant documents, including the motion for attorneys’ fees. The website also includes functionality for Settlement Class Members to submit an online claim quickly and easily. From the initial Notice Date of August 23, 2024, to December 4, 2024, the website has 18,500,875 hits.

Claims

16. To receive money from the Settlement, Settlement Class Members must complete a Claim Form that asks them to state under oath that they were assessed ATM surcharges. Claim Forms must be submitted online at the Settlement Website on or before January 22, 2025, or postmarked by January 22, 2025.

17. The Claim Form does not require unnecessarily burdensome information but instead requires only the information necessary to process the claim and validate the claimant is in fact a legitimate Settlement Class Member. A.B. Data will also implement a number of fraud prevention techniques to identify claims filed from suspicious locations, by repeat actors, and/or by Internet “bots.” As of November 26, 2024, a total of 50,202,399 Claims have been received.

18. Claims that have been flagged as suspicious or potentially fraudulent are under review, and the final count has not yet been determined and is subject to change until all Claims have been finalized after the Claims deadline. A copy of the Claim Form is attached as **Exhibit E**.

Requests for Exclusion and Objections

19. The notices provide that Settlement Class Members may request exclusion by sending a written request to the Settlement Administrator that was postmarked by November 22, 2024. As of the date of this declaration, A.B. Data has received 28 requests for exclusion from the Settlement Class. Attached hereto as **Exhibit F** is a list of requests for exclusion.

20. The deadline to object to the Settlement was November 22, 2024. The Notice informed Settlement Class Members that objections were to be mailed directly to the Court. As of the date of this declaration, A.B. Data has not been aware of any objections.

Conclusion

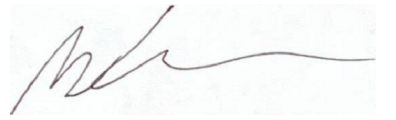
21. Based on my individual expertise and experience and that of my A.B. Data colleagues, that the Notice Plan effectively reached over 85.6% of the target audience and thus potential Settlement Class Members, delivered plain language notices designed to

capture potential Settlement Class Members' attention, and provided them with information about the settlement in an informative and easy to understand manner.

22. In sum, I believe that the Notice Program in this Action as described herein has provided the best notice practicable under the circumstances, is consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure, and is consistent with, and indeed exceeds, other similar court-approved practicable notice programs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of December 2024 in Apple Valley, MN.

A handwritten signature in black ink, appearing to read 'Mark Cowen', is written over a light blue rectangular background. The signature is fluid and cursive.

MARK COWEN

EXHIBIT A

From: help@mq.abdataclassactionmail.com on behalf of [ATM Surcharge Settlement Administrator](#)
To:
Subject: ATM Surcharge Settlement: Court Approved Notice
Date: Thursday, August 22, 2024 1:57:02 PM

Used An ATM Card And Were Assessed A Surcharge? You Could Get Money From a \$197.5 Million Class Action Settlement.

Records show you could be affected by a new Settlement in a class action lawsuit that says Defendants violated federal antitrust laws by adopting restraints that inflated the automated teller machine ("ATM") surcharges (also called ATM access fees) that some people and businesses paid. The Defendants deny these allegations. The Court has not decided who is right.

Previously, you may have seen a notice in this case about \$67 million in settlements with JPMorgan & Chase Co. ("JP Morgan"); Wells Fargo & Co. and Wells Fargo Bank ("Wells Fargo"); and Bank of America, N.A., NB Holdings Corp., and Bank of America Corp. ("Bank of America"). You can no longer file a claim in the previous settlements. Payments were made to eligible class members in June 2023.

Now, the remaining Defendants in this case, Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Plus System, Inc. ("Visa") and Mastercard Incorporated and Mastercard International Incorporated ("Mastercard") have agreed to a Settlement to resolve the claims against them.

What are the related lawsuits?

This notice is about the case known as *Mackmin v. Visa Inc.*, No. 1:11-cv-01831 in the United States District Court for the District of Columbia. There are two related (or parallel) lawsuits in the same court called *Burke v. Visa Inc.*, No. 1:11-cv-01882 and *National ATM Council v. Visa Inc.*, No. 1:11-cv-01803 that are proceeding at the same time. Each case involves different groups with similar claims against the Defendants. You may receive other notices if you are included in more than one

lawsuit. The choices you make in this case will not affect your rights in the other related lawsuits.

Am I included?

Generally, you are included if, at any time between October 1, 2007, and July 26, 2024, you paid a surcharge to withdraw cash from a bank ATM in the United States. You are not included if all of your surcharged ATM transactions were (a) reimbursed or (b) conducted on cards issued by financial institutions located outside of the United States. Visit the website, www.ATMClassAction.com, for more information and the exact Settlement Class definition.

What does the Settlement provide?

The Settlement provides for a total of \$197.5 million to resolve the claims. Visa will pay \$104,675,000 and Mastercard will pay \$92,825,000 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses, the Settlement Fund will be distributed proportionally (or *pro rata*) to each valid claimant. Any money remaining in the Settlement Fund after all claims are paid will be directed to a court-approved "next best" recipient.

How can I get a payment?

If you filed a valid claim and received a payment in the previous settlements, you will automatically be eligible to get a payment from the Settlement with Visa and Mastercard and you do not need to submit another claim unless you paid additional ATM surcharges after submitting your prior claim form and wish to claim these additional transactions.

If you did not previously file a valid claim, you must complete a Claim Form to receive money from this Settlement. The Claim Form asks you to state under oath that you were assessed ATM surcharges. You are not required to provide documentation with the Claim Form, but the Settlement Administrator has the right to ask you to provide your bank statements or other documents to support your claim.

Visit www.ATMClassAction.com/claims to fill out a Claim Form online or download one that can be mailed. To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than **January 22, 2025**.

Please note your Notice ID Number is 563537466. You will be asked to provide your Notice ID Number on your Claim Form to make it faster to validate your claim.

What are my rights?

If you are a Settlement Class Member, even if you do nothing, you will be bound by the Court's decisions and judgments concerning this Settlement.

If you want to keep your right to sue Visa or Mastercard regarding the claims in this lawsuit, you must exclude yourself from the Settlement Class in writing by **November 22, 2024**. If you previously submitted a request to exclude yourself from the prior settlements in 2022, and do not want to stay in the Settlement with Visa and Mastercard, you need to separately exclude yourself from this Settlement Class.

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The U.S. District Court for the District of Columbia is scheduled to hold a hearing on **January 23, 2025**, at 4:00 p.m., at 333 Constitution Avenue N.W., Courtroom 18, Washington, D.C. 20001, to consider whether to approve the Settlement with Visa and Mastercard.

Class Lead Counsel will also ask the Court at the hearing, or at a later date, for attorneys' fees of up to 33% of the Settlement Fund, plus reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the Settlement and service award payments up to \$10,000 for each of the individual Class Representatives.

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For more information: 1-877-311-3724 www.ATMClassAction.com

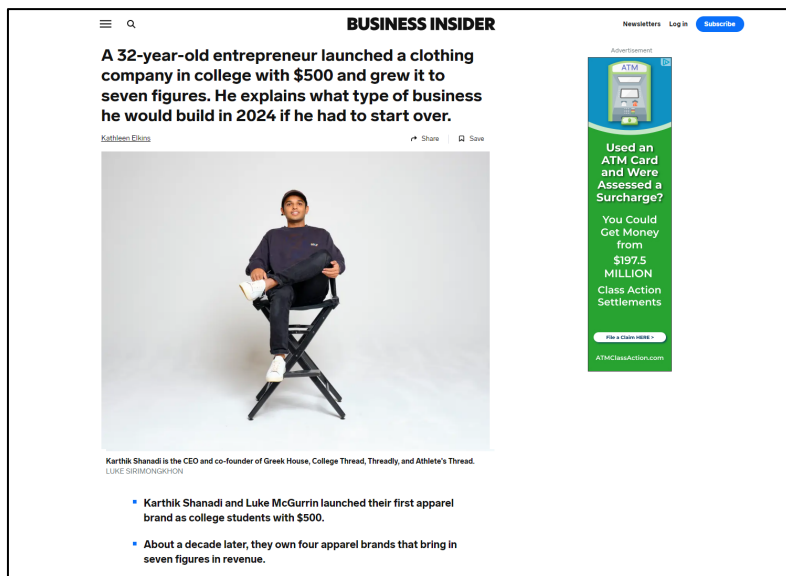
Para recibir una notificación en español, llama al o visita nuestro sitio web.

If you'd like to unsubscribe [click here](#).

EXHIBIT B

ATM FEES #54365 | 160x600 | Display | Desktop

Screenshot




BUSINESS INSIDER

Newsletters Log in [Subscribe](#)

A 32-year-old entrepreneur launched a clothing company in college with \$500 and grew it to seven figures. He explains what type of business he would build in 2024 if he had to start over.

Kathleen Elroy [Share](#) [Save](#)



Karthik Shanadi is the CEO and co-founder of Greek House, College Thread, Threadly, and Athlete's Thread.
LUKE SIMMONS/GETTY IMAGES

- Karthik Shanadi and Luke McGurrin launched their first apparel brand as college students with \$500.
- About a decade later, they own four apparel brands that bring in seven figures in revenue.

Advertisement



Used an ATM Card and Were Assessed a Surcharge?

You Could Get Money from \$197.5 MILLION Class Action Settlements

[File a Claim Now](#)

ATMClassAction.com

Landing page



Home Notice File a Claim Court Documents FAQ Contact Information

This official website is maintained by the Claims Administrator retained and supervised by Co-Lead Counsel for the Settlement Class in the case entitled *Mocklin, et al. v. Visa Inc., et al.*

ATM Cash Withdrawal Class Action Settlement



Used an ATM Card and Were Assessed a Surcharge?

Get Money from **\$197.5 MILLION** in SETTLEMENTS

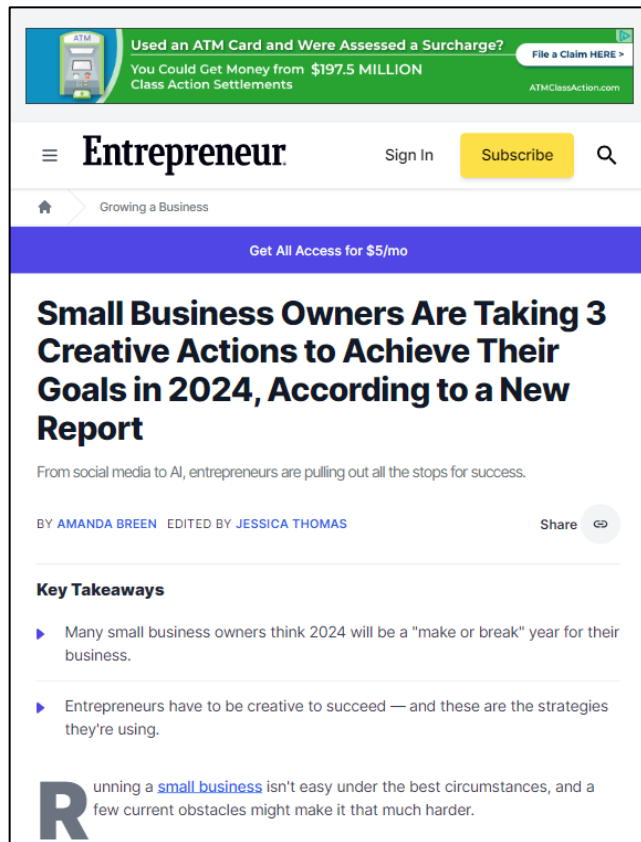
[File Your Claim NOW](#)

To receive money from these Settlements, you must complete a Claim Form that asks you to state under oath that you were assessed ATM surcharges.

If you filed a claim or got a payment in the previous settlements, you will automatically be eligible to get money from the Settlement with Visa and Mastercard based on the claim you submitted previously. If you paid additional unreimbursed ATM surcharges after submitting a claim form in the previous settlements, you will need to submit an updated claim by January 22, 2025 to claim those transactions.

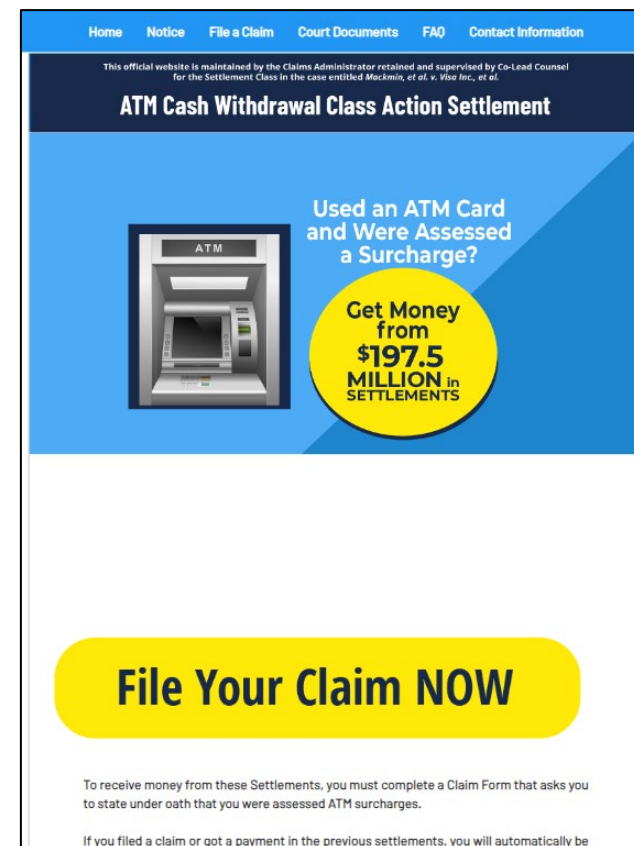
ATM FEES #54365 | 728x90 | Display | Tablet

Screenshot



The screenshot shows the Entrepreneur website interface. At the top, there is a green banner with an ATM icon and the text: "Used an ATM Card and Were Assessed a Surcharge? You Could Get Money from \$197.5 MILLION Class Action Settlements". Below this is the Entrepreneur logo, a "Sign In" link, and a yellow "Subscribe" button. The main content area features a blue header with "Get All Access for \$5/mo" and a large article title: "Small Business Owners Are Taking 3 Creative Actions to Achieve Their Goals in 2024, According to a New Report". The article is attributed to Amanda Breen and edited by Jessica Thomas. A "Key Takeaways" section lists two points: "Many small business owners think 2024 will be a 'make or break' year for their business." and "Entrepreneurs have to be creative to succeed — and these are the strategies they're using." The article begins with the word "Running" and the text "a small business isn't easy under the best circumstances, and a few current obstacles might make it that much harder."

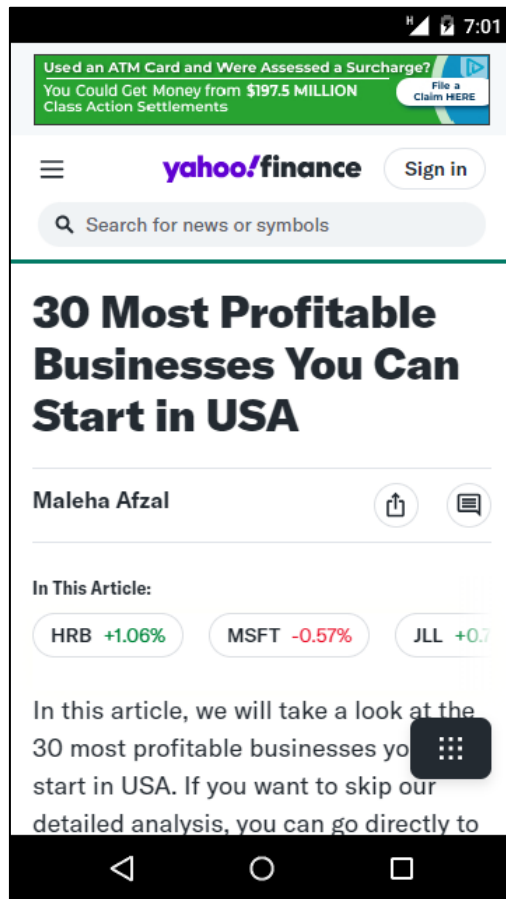
Landing page



The landing page features a blue header with navigation links: Home, Notice, File a Claim, Court Documents, FAQ, and Contact Information. Below the header is a dark blue banner with the text: "This official website is maintained by the Claims Administrator retained and supervised by Co-Lead Counsel for the Settlement Class in the case entitled *Mockmin, et al. v. Visa Inc., et al.*". The main heading is "ATM Cash Withdrawal Class Action Settlement". The central graphic includes an image of an ATM and a yellow circle containing the text: "Used an ATM Card and Were Assessed a Surcharge? Get Money from \$197.5 MILLION in SETTLEMENTS". A large yellow button at the bottom reads "File Your Claim NOW". Below the button, there is a disclaimer: "To receive money from these Settlements, you must complete a Claim Form that asks you to state under oath that you were assessed ATM surcharges." and a note: "If you filed a claim or got a payment in the previous settlements, you will automatically be".

ATM FEES #54365 | 320x50 | Display | Mobile

Screenshot



Landing page



EXHIBIT C

Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urqhart & Sullivan, LLP, and Mehri & Skalet, PLLC Announce a \$197.5 Million Settlement for Persons and Entities Who Withdrew Money from an ATM

USA - English ▾

NEWS PROVIDED BY


Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urqhart & Sullivan, LLP and Mehri & Skalet, PLLC →

Aug 23, 2024, 10:00 ET

WASHINGTON, Aug. 23, 2024 /PRNewswire/ --

Used An ATM Card And Were Assessed A Surcharge? You Could Get Money From a \$197.5 Million Class Action Settlement.

A new class action Settlement has been reached in a lawsuit claiming Defendants violated federal antitrust laws by adopting restraints that inflated the automated teller machine ("ATM") surcharges (also called ATM access fees) that some people and businesses paid. The Defendants deny these allegations. The Court has not decided who is right.

Previously, settlements with JPMorgan & Chase Co. ("JP Morgan"); Wells Fargo & Co. and Wells Fargo Bank ("Wells Fargo"); and Bank of America, N.A., NB Holdings Corp., and Bank of America Corp. ("Bank of America") resulted in payments of approximately \$67 million to eligible class members in June 2023. 

Now, the remaining Defendants in this case, Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Plus System, Inc. ("Visa") and Mastercard Incorporated and Mastercard International Incorporated ("Mastercard") have agreed to a Settlement to resolve the claims against them.

What are the related lawsuits?

This notice is about the case known as *Mackmin v. Visa Inc.*, No. 1:11-cv-01831 in the United States District Court for the District of Columbia. There are two related (or parallel) lawsuits in the same court called *Burke v. Visa Inc.*, No. 1:11-cv-01882 and *National ATM Council v. Visa Inc.*, No. 1:11-cv-01803 that are proceeding at the same time. Each case involves different groups with similar claims against the Defendants. Potential Settlement Class Members may receive other notices if they are included in more than one lawsuit. The choices Potential Settlement Class Members make in this case will not affect their rights in the other related lawsuits.

Who is included?

Generally, an individual is a Potential Settlement Class Member if, at any time between October 1, 2007, and July 26, 2024, they paid a surcharge to withdraw cash from a bank ATM in the United States. They are not included if all of their surcharged ATM transactions were (a) reimbursed or (b) conducted on cards issued by financial institutions located outside of the United States. Visit the website, www.ATMClassAction.com, for more information and the exact Settlement Class definition.

What does the Settlement provide?

The new Settlements provide for a total of \$197.5 million to resolve the claims. Visa will pay \$104,675,000 and Mastercard will pay \$92,825,000 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses, the Settlement Fund will be distributed proportionally (or *pro rata*) to each valid claimant. Any money remaining in the Settlement Fund after all claims are paid will be directed to a court-approved "next best" recipient.

How can one get payment?

Potential Settlement Class Members who filed a claim and received a payment in the previous settlements will automatically be eligible to get a payment from these Settlements with Visa and Mastercard and should not submit another claim unless Potential Settlement Class Members paid, and wish to claim, additional ATM surcharges that were paid after submitting their prior approved claim.

If a valid claim was not previously filed, then a Claim Form must be submitted to receive money from this Settlement. The Claim Form asks Potential Settlement Class Members to state under oath that ATM surcharges were assessed. It is not required to provide documentation with the Claim Form, but the Settlement Administrator has the right to ask claimants to provide bank statements or other documents to support a claim.

Visit www.ATMClassAction.com/claims to fill out a Claim Form online or download one that can be mailed. To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than **January 22, 2025**.

What are one's rights?

If someone is a Settlement Class Member, even if they do nothing, they will be bound by the Court's decisions and judgments concerning this Settlement.

If they want to keep their right to sue Visa or Mastercard regarding the claims in this lawsuit, then they must exclude themselves from the Settlement Class in writing by **November 22, 2024**. If someone previously submitted a request to be excluded from the prior settlements in 2022, and do not want to stay in the Settlement with Visa and Mastercard, then they need to separately exclude themselves from this Settlement Class.

If staying in the Settlement Class, there is the right to object to the Settlement in writing by **November 22, 2024**. The Settlement Agreement and more details about how to be excluded or object are available at www.ATMClassAction.com.

The U.S. District Court for the District of Columbia is scheduled to hold a hearing on **January 23, 2025**, at 4:00 p.m., at 333 Constitution Avenue N.W., Courtroom 18, Washington, D.C. 20001, to consider whether to approve the Settlement with Visa and Mastercard.

Class Lead Counsel will also ask the Court at the hearing, or at a later date, for attorneys' fees of up to 33% of the Settlement Fund, plus reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the Settlement and service award payments up to \$10,000 for each of the individual Class Representatives.

You or your own lawyer may appear and speak at the hearing at your own expense, but you don't have to. The hearing may be conducted electronically or moved to a different date or time without additional notice, so it is a good idea to check www.ATMClassAction.com for additional information. Please do not contact the Court about this case.

For more information: 1-877-311-3724

www.ATMClassAction.com

Para recibir una notificación en español, llama al o visita nuestro sitio web.

SOURCE Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP and Mehri & Skalet, PLLC

WANT YOUR COMPANY'S NEWS

FEATURED ON PRNEWSWIRE.COM?

GET STARTED

440k+
Newsrooms &
Influencers

9k+
Digital Media
Outlets

270k+
Journalists
Opted In

Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urqhart & Sullivan, LLP, y Mehri & Skalet, PLLC anuncian un acuerdo de \$197.5 millones para las personas y entidades que retiraron dinero de un cajero automático

WASHINGTON, 23 de agosto de 2024 /PRNewswire-HISPANIC PR WIRE/--

¿Usó una tarjeta en un cajero automático y se le aplicó un recargo? Usted podría obtener dinero de un acuerdo de demanda colectiva de \$197.5 millones.

Se ha alcanzado un nuevo Acuerdo de Demanda Colectiva en una demanda en la que se alega que los demandados infringieron las leyes antimonopolio federales al adoptar restricciones que inflaron los recargos de los cajeros automáticos ("ATM", por sus siglas en inglés) (también denominados comisiones de acceso a cajeros automáticos) que pagaban algunas personas y empresas. Los demandados niegan estas alegaciones. El Tribunal no ha decidido quién tiene razón.

Anteriormente, los acuerdos con JPMorgan & Chase Co. ("JP Morgan"); Wells Fargo & Co. y Wells Fargo Bank ("Wells Fargo"); Bank of America, N.A., NB Holdings Corp. y Bank of America Corp. ("Bank of America") dieron lugar a pagos de aproximadamente \$67 millones a los miembros del grupo que cumplían los requisitos en junio de 2023.

Ahora, los demandados restantes en este caso, Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Plus System, Inc. ("Visa"), Mastercard Incorporated y Mastercard International Incorporated ("Mastercard") han llegado a un acuerdo para resolver los reclamos contra ellos.

¿Cuáles son las demandas relacionadas?

Este aviso se refiere al caso conocido como *Mackmin v. Visa Inc.*, N.º 1:11-cv-01831 en el Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia. Existen dos demandas relacionadas (o paralelas) en el mismo tribunal denominadas *Burke v. Visa Inc.*, N.º 1:11-cv-01882 y *National ATM Council v. Visa Inc.*, N.º 1:11-cv-01803 que se están tramitando al mismo tiempo. Cada caso afecta a grupos diferentes con reclamos similares contra los demandados. Los posibles miembros del grupo del acuerdo pueden recibir otras notificaciones si están incluidos en más de una demanda. Las decisiones que tomen los posibles miembros del grupo del acuerdo en este caso no afectarán a sus derechos en los otros litigios relacionados.

¿Quién está incluido?

En general, una persona es un miembro potencial del grupo del acuerdo si, en cualquier momento, entre el 1 de octubre de 2007 y el 26 de julio de 2024, pagó un recargo por retirar dinero de un cajero automático bancario en Estados Unidos. No están incluidos si todas sus transacciones en cajeros automáticos con recargo fueron (a) reembolsadas o (b) realizadas con tarjetas emitidas por instituciones financieras situadas fuera de Estados Unidos. Visite el sitio web www.ATMClassAction.com, para obtener más información y la definición exacta del grupo del acuerdo.

¿Qué ofrece el acuerdo?

Los nuevos acuerdos prevén un total de \$197.5 millones para resolver las demandas. Visa pagará \$104,675,000 y Mastercard pagará \$92,825,000 a un Fondo de Resolución. Una vez deducidos los honorarios de los abogados, los costos procesales y otros gastos, el Fondo de Resolución se distribuirá proporcionalmente (o *pro rata*) a cada demandante válido. El dinero que quede en el fondo del acuerdo una vez pagadas todas las reclamaciones se destinará a un "siguiente mejor beneficiario" aprobado por el tribunal.

¿Cómo se puede obtener el pago?

Los posibles miembros del grupo del acuerdo que presentaron un reclamo y recibieron un pago en los acuerdos anteriores tendrán derecho automáticamente a obtener un pago de estos acuerdos con Visa y Mastercard y no deberán presentar otro reclamo a menos que los posibles miembros del grupo del acuerdo pagaran, y desearan reclamar, recargos adicionales de cajeros automáticos que se pagaron después de presentar su reclamo previo aprobado.

Si no se presentó previamente un reclamo válido, deberá presentarse un Formulario de Reclamo para recibir dinero de este acuerdo. El Formulario de Reclamo pide a los posibles miembros del grupo del acuerdo que declaren bajo juramento que se aplicaron recargos en los cajeros automáticos. No es obligatorio presentar documentación junto con el Formulario de Reclamo, pero el Administrador del Acuerdo tiene derecho a solicitar a los reclamantes que presenten extractos bancarios u otros documentos que respalden su reclamo.

Visite www.ATMClassAction.com/claims para llenar un Formulario de Reclamo en línea o descargue uno que pueda enviarse por correo. Para poder optar al pago, los Formularios de Reclamo deberán enviarse por vía electrónica o llevar matasellos con fecha no posterior al **22 de enero de 2025**.

¿Cuáles son sus derechos?

Si alguien es miembro del grupo del acuerdo, aunque no haga nada, estará obligado por las decisiones y sentencias del Tribunal relativas a este acuerdo.

Si desean conservar su derecho a demandar a Visa o Mastercard en relación con las reclamaciones de esta demanda, deberán excluirse del grupo del acuerdo por escrito antes del **22 de noviembre de 2024**. Si alguien presentó previamente una solicitud para ser

excluido de los acuerdos anteriores en 2022, y no desea permanecer en el Acuerdo con Visa y Mastercard, entonces debe excluirse por separado de este Acuerdo de Demanda Colectiva.

Si permanecen en el grupo del acuerdo, tienen derecho a objetar el acuerdo por escrito antes del **22 de noviembre de 2024**. El acuerdo de liquidación y más detalles sobre cómo ser excluido u objetar están disponibles en www.ATMClassAction.com.

El Tribunal de Distrito de EE. UU. para el Distrito de Columbia tiene previsto celebrar una vista el **23 de enero de 2025**, a las 16:00 horas, 333 Constitution Avenue N.W., Courtroom 18, Washington, D.C. 20001, para considerar si aprueba el Acuerdo con Visa y Mastercard.

El asesor principal del grupo también solicitará al Tribunal en la vista, o en una fecha posterior, honorarios de abogados de hasta el 33 % del fondo del acuerdo, más el reembolso de costos y gastos, por investigar los hechos, litigar el caso y negociar el acuerdo y pagos de indemnización por servicio de hasta \$10,000 para cada uno de los representantes del grupo.

Usted o su propio abogado pueden comparecer e intervenir en la vista a sus expensas, pero no están obligados a hacerlo. La audiencia puede celebrarse electrónicamente o trasladarse a otra fecha u hora sin previo aviso, por lo que es conveniente consultar www.ATMClassAction.com para obtener información adicional. Por favor, no se ponga en contacto con el Tribunal acerca de este caso.

Para más información: 1-877-311-3724 www.ATMClassAction.com
Para recibir una notificación en español, llame o visite nuestro sitio web.

CONTACTO: Ash Klann, (206) 268-9363, pr@hbsslaw.com



Used An ATM Card And Were Assessed a Surcharge? You Could Get Money From a \$197.5 Million Class Action Settlement, please visit: ATMClassAction.com

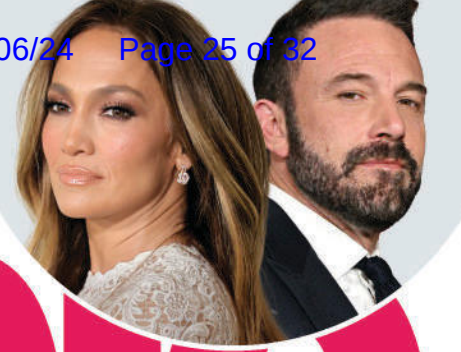


9:00 AM · Aug 23, 2024 · 8 Views

EXHIBIT D

J.Lo & Ben ▶ *Inside Their*

Painful Split | NEW DETAILS



People

People
Exclusive



Brooke
Shields

How My Daughters Made Me Stronger

As Grier and Rowan both head to college, the star opens up about having an empty nest ('I'm terrified!') and raising confident young women who raid her closet and advise her on TikTok. 'We have three very big personalities!'

September 9, 2024

Used An ATM Card And Were Assessed A Surcharge?

You Could Get Money From a \$197.5 Million Class Action Settlement.

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What are one's rights?

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If they want to keep their right to sue Visa or Mastercard regarding the claims in this lawsuit, then they must exclude themselves from the Settlement Class in writing by **November 22, 2024**. If someone previously submitted a request to be excluded from the prior settlements in 2022, and do not want to stay in the Settlement with Visa and Mastercard, then they need to separately exclude themselves from this Settlement Class.

If staying in the Settlement Class, there is the right to object to the Settlement in writing by **November 22, 2024**. The Settlement Agreement and more details about how to be excluded or object are available at www.ATMClassAction.com.

The U.S. District Court for the District of Columbia is scheduled to hold a hearing on **January 23, 2025**, at 4:00 p.m., at 333 Constitution Avenue N.W., Courtroom 18, Washington, D.C. 20001, to consider whether to approve the Settlement with Visa and Mastercard.

Class Lead Counsel will also ask the Court at the hearing, or at a later date, for attorneys' fees of up to 33% of the Settlement Fund, plus reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the Settlement and service award payments up to \$10,000 for each of the individual Class Representatives.

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For more information: 1-877-311-3724
www.ATMClassAction.com

Para recibir una notificación en español, llama al o visita nuestro sitio web.

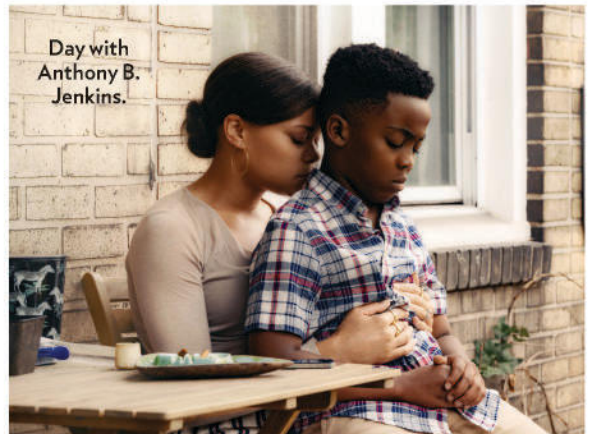


Emmy-nominated (and Oscar-winning) star Gary Oldman.

APPLE TV+ | Slow Horses

COMEDY-THRILLER

Still boozy, flatulent and amused by his own undulled sense of sarcasm, British spy Jackson Lamb has returned—he's like an oil slick that refuses to go out with the tide. You might not be inclined to welcome him back if he weren't played with such sly incisiveness by Emmy-nominated Gary Oldman (the show is up for nine awards overall). This new season is a typically eccentric but tricky caper involving a misidentified corpse (the face has been blown clean off) and skulduggery in France. (*First episode launches Sept. 4.*)



Day with Anthony B. Jenkins.

NETFLIX | The Deliverance

HORROR

The tale of a mother (Andra Day) trying to save her three kids from a demonic force, *Deliverance* is the rare supernatural film that takes the power of faith seriously—that's a big plus. Then there's a minus: Glenn Close as the family's mouthy, sexed-up grandmother. She seems to have escaped from a John Waters movie. (*Launches Aug. 30*)

EXHIBIT E

ATM SURCHARGE SETTLEMENT

CLAIM FORM

INSTRUCTIONS

This class action alleges Defendants violated federal antitrust laws by adopting restraints that inflated the automated teller machine (“ATM”) surcharges (also called ATM access fees) that some people and businesses paid. The Defendants deny these allegations.

Generally, you are a Settlement Class Member if, at any time between October 1, 2007, and July 26, 2024, you paid a surcharge to withdraw cash from a bank ATM in the United States. You are not included if all of your surcharged ATM transactions were (a) reimbursed or (b) conducted on cards issued by financial institutions located outside of the United States.



If you filed a claim or got a payment in the previous settlements, you will automatically be eligible to get money from the Settlement with Visa and Mastercard based on the claim you submitted previously. If you paid additional unreimbursed ATM surcharges after submitting a claim form in the previous settlements, you will need to submit an updated claim by January 22, 2025, to claim those transactions.

If you did not file a claim in the previous settlements, you must submit a claim no later than January 22, 2025.

Settlement payments will be sent to you digitally via email. Please provide a current, valid email address and mobile phone number on your Claim Form. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options, such as PayPal or a virtual debit card, to immediately receive your Settlement payment. At that time, you will also have the option to request a paper check.

The information you provide on this Claim Form will be used solely by the Court-approved Settlement Administrator to administer the Settlements and will not be provided to any third party or sold for marketing purposes.

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional documentation or proof supporting your claim.

CLAIM FORM

NOTICE ID NUMBER (IF EMAIL NOTICE WAS SENT TO YOU)

NAME*

STREET ADDRESS*

APT

<input type="text"/>	<input type="text"/>
----------------------	----------------------

CITY*

STATE*

ZIP*

<input type="text"/>	<input type="text"/>	<input type="text"/>
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MOBILE PHONE NUMBER*

EMAIL ADDRESS*

VERIFY EMAIL ADDRESS*

Please ensure you provide a current, valid email address and mobile phone number on this Claim Form. If the email address or mobile phone number you provided become invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid email address and mobile phone number for payment.

ATM SURCHARGE INFORMATION

HAVE YOU PAID AN UNREIMBURSED SURCHARGE TO WITHDRAW CASH FROM AN ATM IN THE UNITED STATES AT ANY POINT ON OR AFTER OCTOBER 1, 2007?*

- YES
- NO

[IF YES] WERE ANY OF THESE SURCHARGES PAID TO A BANK TO USE AN ATM OPERATED BY THAT BANK?*

- YES
- NO

[IF YES] WERE ANY OF THESE SURCHARGED BANK ATM TRANSACTIONS CONDUCTED WITH AN ATM CARD ISSUED BY A FINANCIAL INSTITUTION (INCLUDING ANY BANK OR CREDIT UNION) IN THE UNITED STATES?*

- YES
- NO

[IF YES] ESTIMATE THE NUMBER OF TIMES BETWEEN OCTOBER 1, 2007, AND JULY 26, 2024, THAT YOU PAID AN UNREIMBURSED SURCHARGE TO WITHDRAW CASH FROM A BANK ATM IN THE UNITED STATES USING AN ATM CARD ISSUED BY A UNITED STATES FINANCIAL INSTITUTION.*

- [4 DIGIT INTEGER]

[DROP DOWN]

“AS STATED BELOW, THIS CLAIM FORM IS SUBMITTED UNDER PENALTY OF PERJURY, AND THE SETTLEMENT ADMINISTRATOR HAS THE RIGHT TO ASK YOU TO PROVIDE BANK STATEMENTS OR OTHER DOCUMENTS TO SUPPORT YOUR CLAIM.”

*Denotes required field

CERTIFICATION

By signing this claim submission, I certify, under penalty of perjury, that the information included with this claim submission is accurate and complete to the best of my knowledge, information, and belief. If I am submitting this claim submission on behalf of a claimant, I certify that I am authorized to submit this claim submission on the individual’s behalf. I am, or the individual on whose behalf I am submitting this claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or “opt out of,” the Settlement with Visa and Mastercard. I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this claim submission if requested to do so by the Settlement Administrator.

SIGNATURE

DATE

	<i>mm/dd/yyyy</i>
--	-------------------

EXHIBIT F

	Name	Postmark Date	Exclusion Statement	City	State	Zipcode
1.	J. Long	9/16/2024	Yes			
2.	T. Scott	9/12/2024	Yes	League City	TX	77573
3.	A. Lavrentiev	9/10/2024	Yes			
4.	M. Belz	9/16/2024	Yes	Davis	CA	95616
5.	S. Park	9/19/2024	Yes	Arlington	VA	22202
6.	E. Isaacson	9/21/2024	Yes	Tacoma	WA	98411
7.	M. Vienna	9/24/2024	Yes	Albuquerque	NM	87111
8.	O. Sen	9/23/2024	Yes	San Mateo	CA	94403
9.	E. Yuan	9/24/2024	Yes	San Francisco	CA	94116
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11.	J. Klinger	9/28/2024	Yes	Herndon	VA	20171
12.	Boris K	9/30/2024	Yes			
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18.	A. Williams	10/15/2024	Yes	Houston	TX	77054
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23.	A. Curry	10/29/2024	Yes	Houston	TX	77053
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27.	D. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401
28.	C. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ANDREW MACKMIN, *et al.*,

Plaintiffs,

v.

VISA INC., *et al.*,

Defendants.

Civil Action No. 1:11-cv-1831-RJL

Assign Date: 8/4/2015

Description: Antitrust – Class Action

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF
SETTLEMENT WITH THE VISA AND MASTERCARD DEFENDANTS**

This matter has come before the Court to determine whether there is any cause why this Court should not approve the *Mackmin* Consumer Plaintiffs’ (“Plaintiffs”) settlement with Mastercard Inc.; Mastercard International Inc. d/b/a Mastercard Worldwide (“Mastercard Defendants”); Visa Inc., Visa U.S.A. Inc., Visa International Service Association, and Plus System, Inc. (“Visa Defendants”), (collectively, “Settling Defendants”); and approve Plaintiffs’ Plan of Allocation. The Court, having reviewed Plaintiffs’ Motion for Final Approval of Settlement with the Visa and Mastercard Defendants (“Motion”), the Settlement Agreement, the pleadings and other papers on file in this action, and the statements of counsel and the parties, hereby finds that the Settlement Agreement and Plan of Allocation should be approved. Accordingly, the Court enters this Order of Final Approval.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, and all actions within this litigation (collectively, the “Action”) and over the parties to the Settlement Agreement, including all members of the Settlement Class and the Settling Defendants.
2. For purposes of this Order, except as otherwise set forth herein, the Court incorporates the definitions contained in the Settlement Agreement. *See* Dkt. No. 292, Order Granting Preliminary Approval of Settlement with Visa and Mastercard Defendants and Directing Notice to the Class, Ex. A (Stipulation and Agreement of Settlement Between Mackmin Plaintiffs and Visa and Mastercard Defendants). The Court hereby finally approves and confirms the settlement set forth in the Settlement Agreement, and finds that said settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, including with respect to each of the factors enumerated in Rule 23(e)(2).
3. The following class is certified for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All individuals and entities that paid an unreimbursed ATM Access Fee directly to any Bank Defendant or Alleged Bank Co-Conspirator for a Foreign ATM Transaction using an ATM card issued by a financial institution in the United States to withdraw cash at an ATM located in the United States at any time from October 1, 2007 to July 26, 2024 (the “Class Period”).

4. The settlement class shall be referred to herein as the “Settlement Class.”

5. The Court finds the prerequisites to a class action under Federal Rule of Civil Procedure 23(a) have been satisfied for settlement purposes only by the Settlement Class in that:

- (a) there are at least millions of geographically dispersed settlement class members, making joinder of all members impracticable;
- (b) there are questions of law and fact common to the settlement class which predominate over individual issues;
- (c) the claims or defenses of the class representative are typical of the claims or defenses of the settlement class;
- (d) the Class Representatives will fairly and adequately protect the interests of the settlement class, and have retained counsel experienced in antitrust class action litigation who have, and will continue to, adequately represent the settlement class; and
- (e) resolution through class settlement is superior to individual settlements.

6. The Court finds that this Action may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3), for settlement purposes only, because: (i) questions of fact and law common to members of the Settlement Class predominate over any questions affecting only the claims of individual members; and (ii) a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

7. Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby confirms that Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP, and Mehri & Skalet, PLLC are appointed as Settlement Class Counsel, and that the named Plaintiffs, Andrew

Mackmin and Sam Osborn, are appointed to serve as the Class Representatives on behalf of the Settlement Class.

8. Plaintiffs' notice of the Class Settlement to the Settlement Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Settlement Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

9. Certain members of the Settlement Class timely and validly requested exclusion from the Settlement Class, and therefore they are excluded from the Settlement Class. These persons and entities are reflected in the attached **Exhibit A** to this order. Such persons and entities are not included in or bound by this Order as it relates to the settlement for which they opted-out. Such persons and entities are not entitled to any recovery of the settlement proceeds obtained through these Class Settlement.

10. The Court finds that Plaintiffs' proposed Plan of Allocation, proposing to pay putative Class Members on a pro rata basis based on the number of claims that are submitted, is fair, reasonable, and adequate. The Plan of Allocation does not unfairly favor any Class Member, or group of Class Members, to the detriment of others.

11. Without affecting the finality of this Order in any way, this Court hereby retains continuing, exclusive jurisdiction over the settlement and the Settlement Agreement, including:

- (a) implementation of this settlement and any distribution to members of the Settlement Class pursuant to further orders of this Court;
- (b) disposition of the Settlement Fund;
- (c) determining attorneys' fees, costs, expenses, and interest;
- (d) the Action until Final Judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties all have been performed pursuant to the Settlement Agreement;
- (e) hearing and ruling on any matters relating to the plan of allocation of settlement proceeds;

- (f) all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreement and the mutual releases and other documents contemplated by, or executed in connection with, the Settlement Agreement; and
- (g) any other proceedings concerning the administration, interpretation, consummation, and enforcement of this settlement.

12. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that Final Judgments of Dismissal with prejudice as to the Settling Defendants (“Judgments”) should be entered forthwith and further finds that there is no just reason for delay in the entry of the Judgments, as Final Judgments, in accordance with the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

HONORABLE RICHARD J. LEON
UNITED STATES DISTRICT COURT JUDGE

Presented by:

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman
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*Co-Lead Class Counsel for the
Mackmin Consumer Plaintiffs*

Exhibit A

	Name	Postmark Date	Exclusion Statement	City	State	Zipcode
1.	J. Long	9/16/2024	Yes			
2.	T. Scott	9/12/2024	Yes	League City	TX	77573
3.	A. Lavrentiev	9/10/2024	Yes			
4.	M. Belz	9/16/2024	Yes	Davis	CA	95616
5.	S. Park	9/19/2024	Yes	Arlington	VA	22202
6.	E. Isaacson	9/21/2024	Yes	Tacoma	WA	98411
7.	M. Vienna	9/24/2024	Yes	Albuquerque	NM	87111
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14.	L. Lee	10/3/2024	Yes	Torrance	CA	90505
15.	A. Plotkin	10/7/2024	Yes	Lakewood	CO	80228
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17.	M. Borden	10/15/2024	Yes	Goldendale	WA	98620
18.	A. Williams	10/15/2024	Yes	Houston	TX	77054
19.	J. Phippeny	10/22/2024	Yes	Valley Village	CA	91607
20.	J. Sun	10/25/2024	Yes	San Francisco	CA	84131
21.	C. Nyirenda	10/28/2024	Yes			
22.	A. Thompson	11/1/2024	Yes	Myrtle Beach	SC	29588
23.	A. Curry	10/29/2024	Yes	Houston	TX	77053
24.	A. Shelton	11/4/2024	Yes	Pine Bluff	AR	71601
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26.	J. Bonnema	11/13/2024	Yes	Anaheim	CA	92802
27.	D. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401
28.	C. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ANDREW MACKMIN, *et al.*,

Plaintiffs,

v.

VISA INC., *et al.*,

Defendants.

Civil Action No. 1:11-cv-1831-RJL

Assign Date: 8/4/2015

Description: Antitrust – Class Action

**[PROPOSED] FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO
NETWORK DEFENDANTS**

This matter has come before the Court to determine whether a final judgment of dismissal should be entered as to Defendants Mastercard Inc. and Mastercard International Inc. d/b/a Mastercard Worldwide (“Mastercard Defendants”), and Visa Inc., Visa U.S.A. Inc., Visa International Service Association, and Plus System, Inc. (“Visa Defendants,” and together with the Mastercard Defendants, the “Network Defendants” or “Settling Defendants”) in light of the settlement with the *Mackmin* Consumer Plaintiffs (“Plaintiffs”). The Court, having reviewed the settlement agreement between Plaintiffs and the Network Defendants and Plaintiffs’ Motion for Final Approval of Settlement with the Network Defendants (“Final Approval Motion”), and finding no just reason for delay, hereby directs entry of Final Judgment under Federal Rule of Civil Procedure 54(b), which shall constitute a final adjudication of this case on the merits as to members of the Settlement Class and the Network Defendants pursuant to the terms of the Settlement Agreement Between Plaintiffs and the Network Defendants (*see* Dkt. No. 292, Exhibit A) (“Settlement Agreement”).

Good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, and all actions within this litigation (collectively, “Action”) and over the parties to the Settlement Agreement, including all members of the Settlement Class and the Network Defendants.
2. For purposes of this Judgment, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement as though they were fully set forth in this Final Judgment. Specifically, “Settlement Class,” as defined in the Settlement Agreement, means:

All individuals and entities that paid an unreimbursed ATM Access Fee directly to any Bank Defendant or Alleged Bank Co-

Conspirator for a Foreign ATM Transaction using an ATM card issued by a financial institution in the United States to withdraw cash at an ATM located in the United States at any time from October 1, 2007 to the date of the Preliminary Approval Order.

3. Those persons and entities identified in the list attached hereto as **Exhibit A** are validly excluded from the Class. Such persons and entities are not included in or bound by this Judgment. Such persons and entities are not entitled to any recovery of the settlement proceeds obtained in connection with the Settlement Agreement.

4. The Court finds the prerequisites to a class action under Rule 23(a) have been satisfied for settlement purposes only by the Settlement Class in that:

a. There are at least millions of putative members of the Settlement Class, making joinder of all members impracticable;

b. There are questions of fact and law that are common to all members of the Settlement Class;

c. The claims of the Class Representatives are typical of those of the Settlement Class; and

d. Plaintiffs Andrew Mackmin and Sam Osborn (“Class Representatives”) have and will fairly and adequately protect the interests of the members of the Settlement Class and have retained counsel experienced in complex antitrust class action litigation who have and will continue to adequately advance the interests of the Settlement Class.

5. The Court has found that this Action may be maintained as a class action under Rule 23(b)(3), for settlement purposes only, because: (i) questions of fact and law common to the members of the Settlement Class predominate over any questions affecting only the claims of individual members; and (ii) a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Court has further found that this Action may be

maintained as a class action under Rule 23(b)(2), for settlement purposes only, because the Network Defendants have acted or refused to act on grounds that apply generally to the Class.

6. Pursuant to Rule 23(g), the Court hereby confirms that Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP, and Mehri & Skalet, PLLC are appointed as Settlement Class Counsel, and that Plaintiffs Andrew Mackmin and Sam Osborn are appointed to serve as Class Representatives on behalf of the Settlement Class.

7. Upon the Effective Date of Settlement, the Released Parties shall be discharged and released from the Released Claims, regardless of whether any such Releasing Party executes and delivers a proof of claim, and without respect to any rights afforded under California Civil Code § 1542 and/or any other similar, comparable, or equivalent laws. As of the Effective Date, all Releasing Parties shall be permanently barred and enjoined from instituting, commencing, prosecuting, or asserting any Released Claim against any of the Released Parties as defined in the Settlement Agreement, or from assisting any third party in commencing or maintaining any suit against any Released Party related in any way to any of the Released Claims, including without respect to any rights afforded under California Civil Code § 1542 and/or any other similar, comparable, or equivalent laws.

8. The Court has finally approved the settlement between the Settlement Class and Network Defendants in the total amount of \$197,500,000 and has found that said settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. This Court hereby dismisses on the merits and with prejudice this Action against the Network Defendants, including the Claims of the Plaintiffs and the Settlement Class, with each party to bear its own costs and attorneys' fees, except as provided in the Settlement Agreement.

10. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing, exclusive jurisdiction over the settlement and the Settlement Agreement, including: (a) implementation of this settlement and any distribution to members of the Settlement Class pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c) determining attorneys' fees, costs, expenses, and interest; (d) the Action until the Final Judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties all have been performed pursuant to the Settlement Agreement; (e) hearing and ruling on any matters relating to distribution of settlement proceeds; (f) all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreement and the mutual releases and other documents contemplated by, or executed in connection with the Settlement Agreement; and (g) any other proceedings concerning the administration, interpretation, consummation, and enforcement of this settlement.

11. Nothing in the Settlement Agreement or this 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 either of the Network Defendants, or of the truth or validity or lack of truth or validity of any of the claims or allegations alleged in the Action.

12. Nothing in this Final Judgment is intended to or shall modify the terms of the Settlement Agreement.

13. The terms and provisions of the Stipulated Protective Order (Dkt. No. 112) shall survive and continue in effect through and after entry of this Final Judgment.

14. This document constitutes a final judgment and separate document for purposes of Federal Rule of Civil Procedure 58(a).

15. The Court finds that, pursuant to Federal Rules of Civil Procedure 54(a) and (b), Final Judgment should be entered, and further finds that there is no just reason for delay in the entry of Final Judgment, as to the parties to the Settlement Agreement. Accordingly, the Clerk is hereby directed to enter Final Judgment forthwith.

IT IS SO ORDERED.

DATED: _____

HONORABLE RICHARD J. LEON
UNITED STATES DISTRICT COURT JUDGE

Presented by:

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman
Steve W. Berman (*pro hac vice*)
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Co-Lead Counsel
for Mackmin Consumer Plaintiffs

Exhibit A

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