#### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

#### UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

A federal court authorized this Notice. This is not a solicitation from a lawyer.

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

- Please read this Notice and the Settlement Agreement available at <a href="www.ATMClassAction.com">www.ATMClassAction.com</a> carefully. Your legal rights may be affected whether you act or do not act. This Notice is a summary. To obtain more specific details concerning the Settlement, please read the Settlement Agreement.
- There is 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, three Defendants in this case, including 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") agreed to settle the lawsuit. Those Settlements totaled \$67 million. You may have seen a previous notice, filed a claim, or received a payment for these settlements.
- 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 resolving the claims against them.
- Visit <a href="www.ATMClassAction.com">www.ATMClassAction.com</a> to make a claim. You can also opt out of, comment on, or object to the Settlement.

	SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	DEADLINE
SUBMIT A CLAIM FORM FOR PAYMENT	If you filed a claim and received a payment in the previous settlements, you will automatically be eligible to get a payment from the new Settlement with Visa and Mastercard based on the Claim Form you previously submitted. If you paid additional ATM surcharges after submitting a claim in the previous settlements, and wish to claim those additional transactions, you will need to submit another Claim Form.  If you did not previously file a valid claim, you must submit a valid claim to receive a payment in this Settlement.	January 22, 2025
EXCLUDE YOURSELF	You can exclude yourself from the Settlement with Visa and Mastercard by mailing a letter to the Settlement Administrator saying you want to opt out. This is the only option that allows you to keep your legal right to sue Visa or Mastercard for claims related	November 22, 2024

	DEADLINE	
	to this case. If you exclude yourself, you will <u>not</u> be eligible to receive a payment from the new Settlement.	
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write the Court about why you like or do not like the Settlement or object to Court approval, but you can't ask the Court to change the Settlement. You can also ask to speak to the Court at the hearing about the fairness of the Settlement, with or without your own attorney.	November 22, 2024
Do Nothing	If you take no action, you give up your legal right to continue to sue Visa and Mastercard for the claims related to this case. If you filed a claim and received a payment in the previous settlements, you will be automatically eligible to get a payment based on the Claim Form you previously submitted. If you did not previously file a valid claim and do not submit a claim now, you will not get any money from this Settlement.	No Deadline

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# **Basic Information**

# 1. Why is there a notice?

A Court authorized this Notice because you have a right to know how a new proposed Settlement may affect your rights.

Judge Richard J. Leon, of the United States District Court for the District of Columbia, is currently overseeing this lawsuit. This case is known as *Mackmin v. Visa Inc.*, No. 1:11-cv-01831. The people who filed the class action case are called the "Plaintiffs." The companies they sued are called the "Defendants."

Previously, you may have received a notice about the settlements in this case with Defendants JP Morgan, Wells Fargo, and Bank of America. These prior settlements received final approval from the Court on August 22, 2022. Payments to eligible class members were made in June 2023.

Now, the remaining Defendants in this case, Visa and Mastercard, have agreed to a proposed Settlement resolving the claims against them. This Notice explains the nature of the litigation, the general terms of this proposed Settlement, and what it may mean to you. This Notice also explains the ways you may participate in, or exclude yourself from, this Settlement.

# 2. What is this lawsuit about?

This lawsuit was brought on behalf of ATM cardholders who used a bank ATM owned by an entity (or bank) different from the entity (or bank) that issued their ATM card and who paid an ATM surcharge. The lawsuit says the Defendants violated federal antitrust laws by participating in an unlawful agreement that allegedly had the effect of increasing the amount of the ATM surcharges paid by the Class. The Defendants deny these allegations. The Court has not decided who is right.

#### 3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and people who have similar claims. All of these people are a "class" or "class members." One court and one case resolve the issues for all class members, except for those people who exclude themselves from the class.

In this case, two persons (Andrew Mackmin and Sam Osborn) who were assessed ATM surcharges are named as Plaintiffs in a class action complaint against the Defendants. They serve as Settlement Class Representatives and represent their personal interests and the interests of all the Settlement Class Members.

Even if you have not filed your own lawsuit against Defendants about the claims in this one, you can obtain the benefits provided by this Settlement because the litigation is a class action.

## 4. Why is there a Settlement?

Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when Settlements become final. The Court has not decided in favor of Plaintiffs or Defendants Visa and Mastercard. The Settlement Class Representatives and Class Lead Counsel think the proposed Settlement is in the best interests of everyone affected.

# 5. What are the other related lawsuits? Why did I get other notices?

There are three related (or parallel) lawsuits that were filed in October 2011. They each involve different Classes with similar claims against the Defendants and are proceeding at the same time. You may receive notices about these other cases.

This Notice is about the case known as *Mackmin v. Visa Inc.*, No. 1:11-cv-01831. This case involves individuals and entities who were charged unreimbursed access fees to withdraw cash at bank-operated ATMs (see Question 2). You may have received a previous notice about the settlements in this case that were with JP Morgan, Wells Fargo, and Bank of America. The previous settlements were approved on August 22, 2022, and totaled \$67 million. You may have filed a claim and/or received a payment from these previous settlements.

There is now a new proposed Settlement with the remaining Defendants, Visa and Mastercard. That is why you are getting a new notice in this case.

Another related case is known as *Burke v. Visa Inc.*, No. 1:11-cv-01882. It involves people who were charged an unreimbursed access fee to withdraw cash at an independent (non-bank) ATM. The Court recently approved this lawsuit to proceed as a class action against Visa and Mastercard.

The last related case is known as *National ATM Council v. Visa Inc.*, No. 1:11-cv-01803. It involves entities or businesses that own and/or operate independent ATMs.

You may be included in more than one Class, so it is important to read this Notice and any other notices you receive carefully, so you can understand your rights and options. The choices you make to act on your rights in this case (*Mackmin v. Visa*) will not affect your rights in the other related lawsuits.

# SETTLEMENT CLASS MEMBERSHIP

# 6. How do I know if I can participate in the Settlement?

You are a Settlement Class Member, and you are affected by this Settlement, if you are:

• An individual or entity 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.

ATM Access Fee means the fee assessed by an ATM operator to a cardholder for completing a Foreign ATM Transaction. ATM Access Fees are also referred to as "surcharges."

Bank Defendant means JP Morgan, Wells Fargo, or Bank of America. Alleged Bank Co-Conspirator means a bank that is a member of the Visa and/or Mastercard ATM networks.

Foreign ATM Transaction means an ATM transaction in which the cardholder uses an ATM that is owned by an entity different from the entity that issued the ATM card used for that ATM transaction. For example, when a customer of one bank withdraws money from their account by using an ATM owned and/or operated by another bank.

#### 7. Who is not included in the Settlement Class?

The Class does **not** include:

- The Defendants;
- The Released Parties:
- The Defendants and Released Parties' officers, directors, or employees;
- Entities in which the Defendants and Released Parties have a controlling interest;
- The Defendants and Released Parties' affiliates, legal representatives, heirs, or assigns;
- Any person acting on behalf of any Defendant or Released Party;
- Federal, state, or local government entities;
- Lead lawyers for the Class (Class Lead Counsel);
- Any judge assigned to this case, the judge's staff, and any member of the judge's immediate family; and
- Anyone that excludes themselves from the Class (see Question 22).

# THE SETTLEMENT BENEFITS

# 8. What does the Settlement provide?

Visa and Mastercard will collectively pay approximately \$197,500,000—Visa (\$104,675,000) and Mastercard (\$92,825,000)—into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses, the Fund will be distributed to Settlement Class Members who submit valid claims.

# 9. How much money can I get from the Settlement?

If you filed a 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 based on the Claim Form you previously submitted. If you paid additional ATM surcharges after submitting your prior claim, and wish to claim those additional transactions, you will need to submit another Claim Form including them.

If you did not previously file a valid claim, you must file a timely, valid claim now in order to receive a payment.

Each claim will be eligible to receive a *pro rata* (or proportional) share of the Net Settlement Fund, after deductions for attorneys' fees, litigation costs, and other Court-approved expenses, based on the number of valid claims. Because the amount of each payment depends on the number of approved claims, nobody can know in advance how much the payment will be.

# HOW TO GET A PAYMENT—MAKING A CLAIM

# 10. How can I get a payment?

If you filed a claim and received a payment in the previous settlements, you do not need to submit another claim to get money from the Settlement, as you will be entitled to a payment based on the Claim Form you previously submitted. If you paid additional ATM surcharges after submitting that prior Claim Form, and wish to claim those additional transactions, you will need to submit another Claim Form including them.

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 can fill out a Claim Form online at www.ATMClassAction.com.

If you prefer a paper Claim Form, you can ask for one by contacting the Settlement Administrator by telephone at 877-311-3724; email at <a href="mailto:info@ATMClassAction.com">info@ATMClassAction.com</a>; or U.S. Mail at ATM Surcharge Settlement, P.O. Box 170500, Milwaukee, WI 53217.

#### 11. What is the deadline to submit a Claim Form?

To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than **January 22, 2025**.

#### 12. If I previously filed a valid claim, do I need to submit another claim?

No. If you submitted a claim and received 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 Form you previously submitted. You need to submit another claim only if you paid additional ATM surcharges after submitting your prior claim and wish to claim these additional transactions.

# 13. When and how will I get my payment?

The Court is scheduled to hold a hearing on **January 23, 2025**, to decide whether to approve the Settlement. The hearing may be held electronically or moved to a different date or time without additional notice, so it is a good idea to check <a href="www.ATMClassAction.com">www.ATMClassAction.com</a> for additional information.

If the Court approves the Settlement, that decision may be appealed. It is hard to estimate how long it might take for any appeals to be resolved. If the Settlement is approved and no appeals are filed, the Settlement Administrator anticipates that payments will be sent out within 6 months.

Settlement payments will be digitally sent to you via email. Please make sure you provide a current, valid email address on the Claim Form. When you receive the email notifying you about your payment, you will be provided with a number of digital payment options to select from, such as PayPal or a virtual debit card. For many people, this is the easiest and quickest option to receive money.

You will also have the opportunity to request that a check be mailed to you by the Settlement Administrator.

Updates regarding the Settlement and when payments will be made will be posted on the website, www.ATMClassAction.com.

# 14. What happens if my contact information changes?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. Notify the Settlement Administrator of any changes to your mailing address or email address by writing:

ATM Surcharge Settlement P.O. Box 170500 Milwaukee, WI 53217 info@ATMClassAction.com

## 15. What happens if some of the money from this Settlement is not claimed?

Settlement Funds that are not paid out or distributed as part of the Settlement administration will not be returned to Visa or Mastercard for any reason. To the extent, if any, that an unpaid or undistributed part of the Settlement Fund is held by the Settlement Administrator at the completion of the administration of the Settlement, such remaining funds will be directed to a court-approved "next best" recipient.

## 16. Can I file a claim in this Settlement if I excluded myself previously?

Yes. If you excluded yourself from the previous settlements with JP Morgan, Wells Fargo, or Bank of America, you are still in the Settlement Class for the proposed Settlement with Visa and Mastercard. If you do not exclude yourself (see Question 22), you can submit a claim for monetary compensation from the Settlement with Visa and Mastercard even if you excluded yourself from the previous settlements.

#### 17. Can I file a claim in the previous settlements in this case?

No. The deadline to submit a claim in the previous settlements has passed, and you cannot submit a claim for a payment from them. Payments to eligible class members were made in June 2023.

# LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

#### 18. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you make a claim, or if you do nothing, you will be releasing all of your legal claims relating to Visa and Mastercard's conduct described in this Notice and will be bound by the Court's decisions and judgments concerning the Settlement. The Released

Parties are Visa and Mastercard and each entity's past, present, and future direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in Securities and Exchange Commission Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, predecessors, successors, assigns, and members (including, without limitation, all past, present, and future financial institutions authorized or licensed to issue or acquire Visa- or Mastercard-branded ATM Cards and transactions), and each of their respective officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, members, and assigns.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement with Visa and Mastercard are set forth in the Settlement Agreement, which may be viewed at www.ATMClassAction.com.

# THE LAWYERS REPRESENTING YOU

#### 19. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP, and Mehri & Skalet PLLC to represent you and the other Settlement Class Members. These attorneys are called Class Lead Counsel. You will not be charged for their services.

HAGENS BERMAN
SOBOL SHAPIRO LLP

STEVE BERMAN 1301 Second Avenue Suite 2000 Seattle, WA 98101

Telephone: 206-623-7292

# QUINN EMANUEL URQUHART & SULLIVAN, LLP

ADAM WOLFSON 865 S. Figueroa St., 10th Floor

Los Angeles, CA 90017 Telephone: 213-443-3000

## MEHRI & SKALET, PLLC

STEVEN A. SKALET 2000 K Street NW, Suite

325

Washington, D.C. 20006 Telephone: 202-822-5100

# 20. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Lead Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for paying that lawyer. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Lead Counsel to speak for you. You may also appear for yourself without a lawyer.

#### 21. How will the lawyers be paid?

You do not have to pay Class Lead Counsel. They will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Lead Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Lead Counsel's attorneys' fee request will not exceed 33 percent of the Settlement Amount of \$197,500,000. Additionally, Class Lead Counsel will seek reimbursement of their out-of-pocket litigation expenses as part of their application for attorney's fees, which will be posted to the website 14 days before the objection deadline.

Class Lead Counsel will also ask the Court to approve service award payments not to exceed \$10,000 to each of the individual Class Representatives, Andrew Mackmin and Sam Osborn.

The costs of providing this Notice and administering the Settlement are being paid from the Settlement Fund.

# EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep your right, if any, to sue Visa and Mastercard on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

# 22. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Visa and Mastercard based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class. This is sometimes called "opting out." If you exclude yourself, however, you will not be eligible to receive a payment from the Settlement with Visa and Mastercard.

You may opt out of the Settlement by mailing a letter to the Settlement Administrator with the following information:

- Your full name and mailing address, telephone number, and/or email address;
- The statement, "I wish to exclude myself from the Settlement Class and do not wish to participate in the Settlement with Visa and Mastercard in *Mackmin v. Visa Inc.*, No. 1:11-cv-01831" or substantially similar clear and unambiguous language; and
- Your handwritten signature. (An attorney's signature, or a typed signature, is not sufficient.)

Your letter must be sent via First-Class Mail, postmarked by November 22, 2024, to:

ATM Surcharge Settlement ATTN: EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217

Your exclusion letter must be signed by you personally, and not your lawyer or anyone else acting on your behalf. "Mass" or "class" opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

You cannot exclude yourself by mailing a notification to any other location or after **November 22**, **2024**. You cannot exclude yourself by telephone or by email.

# 23. If I don't exclude myself, can I sue Visa and Mastercard for the same thing later?

No. Unless you opt out, you give up the right to sue Visa and Mastercard for the claims this Settlement resolves. You must exclude yourself from the Settlement Class if you want to try to pursue your own lawsuit.

# 24. What happens if I exclude myself?

If you exclude yourself, you will not have any rights as a Settlement Class Member under the Settlement with Visa and Mastercard; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue Visa and Mastercard about the claims alleged in the case, at your own expense.

#### 25. If I exclude myself, am I still represented by Class Lead Counsel?

No. Class Lead Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Lead Counsel.

# 26. If I excluded myself from the previous settlements, am I still part of the Settlement Class?

Yes. If you excluded yourself from the previous settlements, you will still be part of the Settlement Class in the Settlement with Visa and Mastercard unless you exclude yourself (see Question 22).

If you want to keep your right to sue or continue to sue Visa and Mastercard for the claims in this lawsuit, you must exclude yourself from the Settlement Class. If you exclude yourself, you will not get any money from the Settlement with Visa and Mastercard.

If you want to remain in the Settlement Class, you do not need to take any action. You can submit a claim for a payment from the Settlement with Visa and Mastercard.

# 27. Can I exclude myself from the previous settlements?

No. You can no longer exclude yourself from the previous settlements, as that exclusion deadline has passed.

# COMMENTING ON OR OBJECTING TO THE SETTLEMENT

#### 28. How do I tell the Court that I like or don't like the Settlement?

If you're a Settlement Class Member and do not opt out of the Settlement with Visa and Mastercard, you can comment on or object to the Settlement, including telling the Court that you like or don't like the Settlement. By filing an objection, however, you are asking the Court to deny approval of the Settlement. You can't ask the Court to order larger a Settlement or change its terms; the Court can only approve or deny the Settlement.

If the Court denies approval, no Settlement payments will be sent out and the lawsuit against Visa and Mastercard will continue. If that is what you want to happen, you must object.

To comment on or object to this Settlement, you must mail a letter containing the following information:

- The name and case number of this lawsuit, *Mackmin v. Visa Inc.*, No. 1:11-cv-01831;
- Your full name and mailing address, and email address or telephone number;
- An explanation of why you believe you are a Settlement Class Member;
- If you are objecting, a statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- All reasons for your objection or comment, stated with specifics;
- A statement identifying the number of class action settlements you have objected to or commented on in the last five years;
- Whether you intend to personally appear and/or testify at the Final Approval Hearing;
- The name and contact information of any and all attorneys representing, advising, or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment;
- Whether any attorney will appear on your behalf at the Final Approval Hearing, and if so the identity of that attorney;
- The identity of any persons who wish to be called to testify at the Final Approval Hearing; and
- Your handwritten or electronically imaged written (*e.g.*, "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

Your objection must be submitted directly to the Court either by mailing it to the United States District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington, D.C. 20001, or by filing it in person at the United States District Court for the District of Columbia. To be considered, the objection must be filed or postmarked by **November 22, 2024**.

## 29. Can I object to the previous settlements?

No. The deadline to object to the previous settlements has passed.

# 30. What's the difference between excluding yourself and objecting?

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and don't want the Settlement with Visa and Mastercard to apply to you. Once you are excluded, you lose any right to receive any benefits from this Settlement or to object to any aspect of the Settlement because the case no longer affects you.

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval. An objection, like a comment, allows your views to be heard in Court.

# **DOING NOTHING**

## 31. What happens if I do nothing at all?

If you do nothing and the Court grants Final Approval, you'll be a member of the Settlement Class and you won't be able to sue Visa or Mastercard for the conduct alleged in this case. If you filed a claim and received a payment in the previous settlements, you will be automatically eligible to get a payment from this Settlement based on the Claim Form you previously submitted. If you did not previously file a valid claim and do not submit a Claim Form by **January 22, 2025**, you will not get any money from this Settlement.

# THE COURT'S FAIRNESS HEARING

#### 32. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **4:00 p.m.** on **January 23, 2025**, at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Courtroom 18, Washington, D.C. 20001. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

The Court may also decide how much to pay to Class Lead Counsel in fees and expense reimbursements and if it will approve service award payments to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement with Visa and Mastercard.

The Court may hold the Fairness Hearing electronically, reschedule the Fairness Hearing, or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, <a href="https://example.com/www.ATMClassAction.com">www.ATMClassAction.com</a>, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.dcd.uscourts.gov">https://ecf.dcd.uscourts.gov</a>.

# 33. Do I have to come to the Fairness Hearing?

No. Class Lead Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

# 34. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

# **GETTING MORE INFORMATION**

## 35. How do I get more information?

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other important case documents. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting <a href="https://www.ATMClassAction.com">www.ATMClassAction.com</a>.

All of the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.dcd.uscourts.gov. This case is called *Mackmin v. Visa* and the case number is No. 1:11-cv-01831. You may also obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the District of Columbia, 333 Constitution Avenue N.W.,

Washington, D.C. 20001, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court-observed holidays.

You can get additional information or request a copy of the Settlement Agreement by calling toll-free 877-311-3724 or writing to the Settlement Administrator by email at <a href="mailto:info@ATMClassAction.com">info@ATMClassAction.com</a> or mail to ATM Surcharge Settlement, P.O. Box 170500, Milwaukee, WI 53217.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THESE SETTLEMENTS OR THE CLAIMS PROCESS.