

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

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

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**Used An ATM Card And Were Assessed A Surcharge?  
You Could Get Money From \$67 Million Class Action Settlements**

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- Please read this Notice and the Settlement Agreements available at [www.ATMClassAction.com](http://www.ATMClassAction.com) 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 Settlements, please read the Settlement Agreements.
- This class action alleges Defendants violated federal antitrust laws by adopting restraints that inflated the ATM surcharges (also called ATM access fees) paid by the Settlement Class. Defendants deny these allegations. The Court has not decided who is right.
- JP Morgan, Wells Fargo, and Bank of America (“Settling Defendants” or “Bank Defendants”) have agreed to Settlements resolving the claims against them.
- Visit [www.ATMClassAction.com](http://www.ATMClassAction.com) to make a claim. You can also opt out of, comment on, or object to the Settlements.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM FOR PAYMENT</b>	You must submit a valid claim in order to receive compensation under these Settlements.	May 11, 2022
<b>EXCLUDE YOURSELF</b>	You can exclude yourself from the Settlements by submitting a Request for Exclusion 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 the Settling Defendants for claims related to this case.  If you exclude yourself, you will <u>not</u> be eligible to receive compensation from these Settlements.	March 11, 2022
<b>OBJECT TO THE SETTLEMENTS AND/OR ATTEND A HEARING</b>	You can write the Court about why you like or do not like the Settlements or object to Court approval, but you can’t ask the Court to order larger Settlements. You can also ask to speak to the Court at the hearing on May 17, 2022 about the fairness of the Settlements, with or without your own attorney.	March 11, 2022
<b>DO NOTHING</b>	If you take no action, you get no payment and you give up your legal right to continue to sue the Settling Defendants for claims related to this case.	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 the proposed Settlements may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed Settlements, and what they may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlements.

### 2. What is this lawsuit about?

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

### 3. Who are the Defendants in the lawsuit?

Three Defendants have agreed to settle the lawsuit – JPMorgan & Chase Co. (“JP Morgan”); Wells Fargo & Co. and Wells Fargo Bank (“Wells Fargo”); and Bank of America, N.A. and Bank of America Corp. (“Bank of America”). These Defendants are collectively referred to as the “Settling Defendants.”

The lawsuit is continuing against the remaining Defendants, namely: Visa Inc.; Visa U.S.A. Inc.; Visa International Service Association; Plus System, Inc.; Mastercard Inc.; Mastercard International Inc. d/b/a Mastercard Worldwide; and NB Holdings Corp. These Defendants are collectively referred to as the “Non-Settling Defendants.”

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

Even if you have not filed your own lawsuit against Defendants regarding the allegations described herein, you can obtain the benefits provided by these Settlements because the litigation is proceeding as a class action.

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, two persons who were assessed ATM surcharges are named as Plaintiffs in a class action complaint against the Defendants. They serve as Settlement Class Representatives to represent their personal interests and the interests of all the Settlement Class Members.

Judge Richard J. Leon of the United States District Court for the District of Columbia presides over this litigation. The case is *Andrew Mackmin, et al., v. Visa Inc., et al.*, No. 1:11-cv-01831.

## 5. Why are there Settlements?

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

## SETTLEMENT CLASS MEMBERSHIP

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

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

- An individual or entity that paid an unreimbursed ATM Access Fee directly to any Bank Defendant or 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, which was on November 12, 2021.

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. 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. Specifically excluded from the Settlement Class are Defendants; Released Parties; the officers, directors, or employees of any Defendant or Released Party; any entity in which any Defendant or Released Party has a controlling interest; any affiliate, legal representative, heir, or assign of any Defendant or Released Party and any person acting on their behalf. Also excluded from the Settlement Class are any federal, state, or local governmental entities, Class Lead Counsel, and any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff.

## THE SETTLEMENT BENEFITS

## 7. What do the Settlements provide?

The Settling Defendants will collectively pay approximately \$67,000,000—Bank of America (\$26,420,000), Wells Fargo (\$20,820,000), and JP Morgan (\$19,500,000)—into a Settlement Fund. After deductions for attorneys’ fees, litigation costs, and other expenses, the Fund will be distributed to Class Members who submit valid claims.

## **8. How much money can I get from the Settlements?**

You must file a timely, valid claim in order to receive monetary compensation. Each claim will be eligible to receive a pro rata share of the Net Settlement Fund, after deductions for attorneys’ fees, litigation costs, and other Court-approved expenses, based on the number of claims that are submitted. 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**

### **9. How can I get a payment?**

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.

You can fill out a Claim Form online at [www.ATMClassAction.com](http://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 or by email at [info@ATMClassAction.com](mailto:info@ATMClassAction.com), or by U.S. Mail at ATM Surcharge Settlement, P.O. Box 170500, Milwaukee, WI 53217.

### **10. What is the deadline for submitting a Claim Form?**

To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than May 11, 2022.

### **11. When and how will I get my payment?**

The Court is scheduled to hold a hearing on May 17, 2022, to decide whether to approve the Settlements. 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 [www.ATMClassAction.com](http://www.ATMClassAction.com) for additional information. If the Court approves the Settlements, there may be an appeal of that decision. It is hard to estimate how long it might take for any appeals to be resolved. If the Settlements are 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 ensure you provide a current, valid email address on the Claim Form. When you receive the email notifying you of your payment, you will be provided with a number of digital payment options such as PayPal or a virtual debit card. For many, 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 Settlements and when payments will be made will be posted on the Settlement website, [www.ATMClassAction.com](http://www.ATMClassAction.com).

## **12. What happens if my contact information changes after I submit a claim?**

If, after you submit a Claim Form, you change your mailing address or email address, 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](mailto:info@ATMClassAction.com)

## **13. What happens if some of the money from these Settlements is not claimed?**

The Settling Defendants are not entitled to retain any part of the Settlement Funds that is not paid out or distributed as part of the administration of the Settlements for any reason. To the extent, if any, that an unpaid or undistributed part of the Settlement Amount is held by the Settlement Administrator at the completion of the administration of the Settlements, such remaining funds will be directed to a court-approved “next best” recipient.

## **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENTS**

### **14. 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 the Settling Defendants’ conduct described herein and will be bound by the Court’s decisions and judgments concerning the Settlements. The Released Parties are Settling Defendants 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, and each of their respective officers, directors, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns. Released Parties do not include any of the other Non-Settling Defendants.

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 Settlements are set forth in the Settlement Agreements, which may be viewed at [www.ATMClassAction.com](http://www.ATMClassAction.com).

## THE LAWYERS REPRESENTING YOU

### 15. 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**  
STEPHEN NEUWIRTH  
51 Madison Avenue  
22nd Floor  
New York, NY 10010  
Telephone: 212-849-7165

**MEHRI & SKALET,  
PLLC**  
STEVEN A. SKALET  
1250 Connecticut Avenue,  
NW, Suite 300  
Washington, DC 20036  
Telephone: (202) 822-5100

### 16. 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 any payment for that lawyer's services. 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.

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

You do not have to pay Class Lead Counsel. Class Lead Counsel have not been paid for their services since this case began. 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 Settlements. Class Lead Counsel's attorneys' fee request will not exceed 33 percent of the Settlement Amount of \$66,740,000. 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 Settlement 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, who are Andrew Mackmin and Sam Osborn.

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

## EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want monetary compensation from the Settlements, and you want to keep your right, if any, to sue the Settling Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlements. This is called excluding yourself from—or “opting out” of—the Class.

### 18. How do I exclude myself from the Settlements?

If you want to keep the right to sue or continue to sue the Settling Defendants based on claims these Settlements resolve, 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 monetary payment from the Settlements.

You may opt out of the Settlements 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 Settlements in *Andrew Mackmin, et al., v. Visa Inc., et al.*, 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 First Class mail, postmarked by March 11, 2022, 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 March 11, 2022. You cannot exclude yourself by telephone or by email.

If you submit a Claim Form and also a Request for Exclusion, the Request for Exclusion will be deemed invalid.



**19. If I don't exclude myself, can I sue the Settling Defendants for the same thing later?**

No. Unless you opt out, you give up the right to sue the Settling Defendants for the claims the Settlements resolve. You must exclude yourself from the Class if you want to try to pursue your own lawsuit.

**20. What happens if I exclude myself?**

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

**21. 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.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENTS**

**22. How do I tell the Court that I like or don't like the Settlements?**

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

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

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

- The name and case number of this lawsuit, *Andrew Mackmin, et al., v. Visa Inc., et al.*, 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 the objector, or to a specific subset of the Class, or to the entire Class;
- All reasons for your objection or comment, stated with specificity;
- 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 March 11, 2022.

### **23. 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 Settlements to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlements or to object to any aspect of the Settlements because the case no longer affects you.

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

## **DOING NOTHING**

### **24. 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, but you will receive no money from this Settlements, and you won’t be able to sue the Settling Defendants for the conduct alleged in this case.

## **THE COURT’S FAIRNESS HEARING**

### **25. When and where will the Court decide whether to approve the Settlements?**

The Court will hold a Fairness Hearing at 3:00 p.m. on May 17, 2022, at the U.S. District Court for the District of Columbia 333 Constitution Avenue N.W., Washington D.C. 20001, Courtroom

18. At this hearing, the Court will consider whether the Settlements are 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. After the hearing, the Court will decide whether to approve the Settlements.

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, [www.ATMClassAction.com](http://www.ATMClassAction.com), 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 <https://ecf.dcd.uscourts.gov>.

### **26. 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.

### **27. 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 Class.

## **GETTING MORE INFORMATION**

### **28. How do I get more information?**

This notice summarizes the proposed Settlements—more details are in the Settlement Agreements and other important case documents. You can get a copy of the Settlement Agreements, view other case documents, and get additional information and updates by visiting [www.ATMClassAction.com](http://www.ATMClassAction.com).

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 *Andrew Mackmin, et al., v. Visa Inc., et al.* 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 Agreements by calling toll-free 877-311-3724 or writing to the Settlement Administrator by email at [info@ATMClassAction.com](mailto:info@ATMClassAction.com) 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  
INQUIRE ABOUT THIS SETTLEMENTS OR THE CLAIMS PROCESS.