

PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT Antitrust Litigation

WHO IS ELIGIBLE?:

BACKGROUND:

Plaintiffs allege that defendants Visa, MasterCard and their member banks have engaged in anti-competitive practices, including collusion, that artificially inflated the interchange fee that all merchants paid (and continue to pay) to accept Visa and MasterCard branded credit and debit cards. It is further alleged that interchange fees, which are neither cost-based nor negotiated between merchants and the banks with whom they deal directly, raise merchant discount fees to supra-competitive levels and have generated enormous profits for the Bank Defendants. Defendants have allegedly colluded, and continue to collude, with respect to interchange fees in violation of Section 1 of the Sherman Act, pursuant to three separate conspiracies, those being between and among:

SETTLEMENT:

Visa, MasterCard and their member banks agreed to a \$5.7B settlement ending class allegations that they artificially inflated the price of the interchange fees paid by merchants. The settlement has been approved by the courts.

All persons, businesses, and other entities that have accepted Visa and/or MasterCard Credit and/or Debit Cards in the United States at any time frame from and after January 1, 2004 to November 28, 2012. This Class does not include the named Defendants, their directors, officers, or members of their families, or their co-conspirators, or the United States Government.

DEFENDANTS:

- a. The Visa network and its member banks;
- b. The MasterCard network and its member banks; and
- c. The Visa network, the MasterCard network, and their respective member banks.

DEADLINE:

A claim filing deadline will be established soon. Our experience has taught us that good record keeping and access to data is critical to supporting a claim and maximizing a refund. It stands to reason that the sooner we can engage a client, the better the chance that the client will be able to retrieve the data necessary to substantiate a claim. As such, it is a good idea to get started sooner rather than later. The longer you wait the more difficult it may be to access the necessary information.

Claim forms are not yet available. Class members need not sign up with a third party service in order to participate in any monetary relief. No-cost assistance will be available from the Class Administrator and Class Counsel during the claims-filing period. More information on the Payment Card Interchange Fee Class Action Settlement is available on the court-approved website: www.paymentcardsettlement.com or by contacting the Class Administrator or Class Counsel.

Payment Card Interchange Fee and Merchant Discount Antitrust Litigation

On this, the ____ day of ____, 20__, _____,
(Business Name)

and its affiliates, located at _____,
(Address)

("Client") and J.E. Lawrence & Co. ("JEL-CRS") agree as follows with respect to any recoveries made related to an antitrust class action entitled *In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* pending in the United States District Court, Eastern District of New York.

Range of Agency Relationship: The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the settlement(s).

Responsibilities: JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

Consent to Attain Records: The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

Roles: The parties understand and agree that with respect to JEL-CRS's duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client's claims for settlement.

Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.

Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay JEL-CRS a contingency fee of thirty percent (30%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. JEL-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to JEL-CRS by the claims administrator. JEL-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less JEL-CRS's compensation.

Confidentiality: The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, JEL-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

Multiple Entities and Locations (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form.

The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

J.E. Lawrence & Co.

(Authorized Signature)

(Account Executive Signature)

(J.E. Lawrence & Co. Authorized Signature)

(Authorized—Print name)

(Account Executive—Print name)

(J.E. Lawrence & Co.—Print name)

(Tax ID #)

Phone

Email