   NeutralAs of: August 8, 2018 7:26 PM Z



# [***In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5PKB-FY21-F04F-051J-00000-00&context=)

United States District Court for the Eastern District of New York

September 27, 2017, Decided; September 27, 2017, Filed

05-MD-1720 (MKB) (JO)

**Reporter**

2017 U.S. Dist. LEXIS 160045 \*; 2017-2 Trade Cas. (CCH) P80,141

IN RE PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT ***ANTITRUST*** LITIGATION. This document refers to: ALL ACTIONS.

**Subsequent History:** Decision reached on appeal by [*In re Payment Card Interchange Fee & Merch. Disc.* ***Antitrust*** *Litig., 2017 U.S. Dist. LEXIS 170103 (E.D.N.Y., Oct. 13, 2017)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5PPM-5CG1-F04F-01TN-00000-00&context=)

**Prior History:** [*In re Payment Card Interchange Fee & Merch. Disc.* ***Antitrust*** *Litig., 827 F.3d 223, 2016 U.S. App. LEXIS 12047 (2d Cir., June 30, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K4B-YDF1-F04K-J3VJ-00000-00&context=)

**Core Terms**

Damages, Plaintiffs', cards, two-sided, network, parties, merchants, tolling, class plaintiff, amend, Interchange, cardholders, defendants', class action, discovery, one-sided, settlement, pleadings, Reply, ***antitrust***, relates back, allegations, services, asserting, notice, refers, leave to amend, complaints, relevant market, putative class

**Counsel:** **[\*1]**For Payment Card Interchange Fee and Merchant Discount ***Antitrust*** Litigation, In Re: Linda P. Nussbaum, LEAD ATTORNEY, Nussbaum Law Group, PC, New York, NY; Alexandra S. Bernay, Carmen A. Medici, David W. Mitchell, PRO HAC VICE, Coughlin Stoia Geller Rudman & Robbins LLP, San Diego, CA; Benjamin R. Nagin, Sidley Austin LLP, New York, NY; D. Cameron Baker, Coughlin Stoia Geller Rudman & Robbins LLP, San Francisco, CA; Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; H. Laddie Montague, Berger & Montague, P.C., Philadelphia, PA; Jonah H Goldstein, PRO HAC VICE, Robbins Geller Rudman & Dowd LLP, San Diego, CA; K. Craig Wildfang, Thomas J. Undlin, Robins Kaplan L.L.P., Minneapolis, MN; Merrill G. Davidoff, Beger & Montague, P.C., Philadelphia, PA; Patrick J. Coughlin, Robbins Geller Rudman & Dowd LLP, San Diego, CA; Ryan W. Marth, PRO HAC VICE, Robins Kaplan LLP, Minneapolis, MN; Stacey Slaughter, Robins, Kaplan, Miller & Ciresi L.L.P., Minneapolis, MN.

For Mr Gary Friedman, Movant: Gary B. Friedman, LEAD ATTORNEY, Friedman Law Group LLP, New York, NY.

For**[\*2]** Eastern Watch Co., Robert Gardner, Karla F. Solis, D.D.S., Inc. d/b/a LA Holistic Dentistry, The Perfect Sidekick, LLC, Movants: David S. Preminger, Keller Rohrback LLP, New York, NY.

For Plaintiffs in civil action Jetro Holding, Inc. et al v. Visa U.S.A., Inc. et al 05-cv-4520 JG-JO, Plaintiff: K. Craig Wildfang, LEAD ATTORNEY, Robins Kaplan L.L.P., Minneapolis, MN; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action National Association of Convenience Stores et al v. Visa U.S.A., Inc. et al 05-cv-4521 JG-JO, Plaintiff: Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Supervalu Inc. v. Visa U.S.A. Inc. et al 05-cv-4650 JG-JO, Plaintiff: Thomas M. Campbell, LEAD ATTORNEY, Smith Campbell, LLP, New York, NY; David P. Germaine, PRO**[\*3]** HAC VICE, Vanek Vickers & Masini, P.C., Chicago, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek, Vickers & Masini, P.C., Chicago, IL; Paul E. Slater, Sperling Slater & Spitz, Chicago, IL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Publix Supermarkets, Inc. v. Visa U.S.A. Inc. et al 05-cv-4677-JG-JO, Plaintiff: Thomas M. Campbell, LEAD ATTORNEY, Smith Campbell, LLP, New York, NY; David P. Germaine, PRO HAC VICE, Vanek Vickers & Masini, P.C., Chicago, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek, Vickers & Masini, P.C., Chicago, IL; Paul E. Slater, Sperling Slater & Spitz, Chicago, IL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Seaway Gas & Petroleum, Inc. v. Visa U.S.A., Inc. et al 05-cv-4728-JG-JO, Plaintiff: Jeffrey M Norton, LEAD ATTORNEY, Newman Ferrara LLP, New York, NY; Donald A. Broggi, Scott & Scott, LLC., San Diego, CA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer**[\*4]** LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; Walter W. Noss, Scott Scott, LLC, Chagrin Falls, OH; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Raley's v. Visa U.S.A. Inc. et al 05-cv-4799 JG-JO, Plaintiff: Thomas M. Campbell, LEAD ATTORNEY, Smith Campbell, LLP, New York, NY; David P. Germaine, PRO HAC VICE, Vanek Vickers & Masini, P.C., Chicago, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek, Vickers & Masini, P.C., Chicago, IL; Paul E. Slater, Sperling Slater & Spitz, Chicago, IL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action East Goshen Pharmacy, Inc. v. Visa U.S.A., Inc. 05-cv-5073 JG-JO, Plaintiff: Patrick A. Klingman, Shepherd Finkelman Miller & Shah, LLC, Chester, CT; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action National Grocers Association et al v. Visa U.S.A., Inc. et al 05-cv-5207 JG-JO, Plaintiff:**[\*5]** Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action American Booksellers Association v. Visa U.S.A., Inc. et al 05-cv-5319 JG-JO, Plaintiff: K. Craig Wildfang, LEAD ATTORNEY, Robins Kaplan L.L.P., Minneapolis, MN; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Thomas M. Campbell, Smith Campbell, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Rookies, Inc. v. Visa U.S.A., Inc. 05-CV-5069 JG-JO, Plaintiffs in civil action Hyman v. VISA International Service Association, Inc. 05-cv-5866 JG-JO, Plaintiffs: Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Jasperson v. Visa U.S.A., Inc. 05-cv-5070 JG-JO, Plaintiff: Brian N. Toder, Jeffrey D. Bores, Karl Cambronne, Stewart C. Loper, Chestnut & Cambronne, P.A., Minneapolis, MN; Richard J. Kilsheimer, Kaplan**[\*6]** Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in Civil action Animal Land, Inc. v. Visa U.S.A., Inc 05-cv-5074 JG-JO, Plaintiff: Mark Reinhardt, LEAD ATTORNEY, Reinhardt Wendorf & Blanchfield, St. Paul, MN; Craig Gordon Harley, Chitwood Harley Harnes, LLP, Atlanta, GA; Dean Martin Solomon, Levitt & Kaizer, New York, NY; Gary B. Friedman, Friedman Law Group LLP, New York, NY; James M. Wilson, Jr., Faruqi & Faruqi, LLP, New York, NY; Noah Shube, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Yeshimebet Abebe, Chitwood Harley Harnes LLP, Atlanta, GA.

For Plaintiffs in civil action Bonte Wafflerie, LLC v. Visa U.S.A., Inc. 05-cv-5083 JG-JO, Plaintiff: Robert S. Kitchenoff, LEAD ATTORNEY, Weinstein Kitchenoff & Asher; Patricia I. Avery, Wolf Popper LLP, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Robert D. Greenbaum, Robert D. Greenbaum & Associates LLC, Philadelphia, PA; Steven A. Asher, Weinstein Kitchenoff & Asher, Philadelphia, PA; William Jay Blechman, PRO HAC VICE, Kenny**[\*7]** Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Broken Ground, Inc. v. Visa U.S.A., Inc. 05-cv-5082 JG-JO, Plaintiff: Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William J. Ban, Barrack, Rodos & Bacine, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Fairmont Orthopedics & Sports Medicine, PA v. Visa U.S.A., Inc. 05-cv-5076 JG JO, Plaintiff: Jason S. Kilene, LEAD ATTORNEY, PRO HAC VICE, Gustafson Gluek PLLC, Minneapolis, MN; Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Tabu Salon & Spa, Inc. v. Visa U.S.A., Inc. 05-cv-5072 JG-JO, Plaintiff: Michael J. Kane, LEAD ATTORNEY, Berger & Montague, P.C., Philadelphia, PA; Merrill G. Davidoff, Beger & Montague, P.C., Philadelphia, PA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Lakeshore Interiors v. Visa U.S.A., Inc. 05-cv-5081JG JO, Plaintiff:**[\*8]** Carmen B. Copher, Charles N. Nauen, Rachel J. Christiansen, William A. Gengler, LEAD ATTORNEYS, Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN; Darla Jo Boggs, LEAD ATTORNEY, Lockridge Grindal Nauen P.L.L.P., Minneappolis, MN; Karen Hanson Riebel, LEAD ATTORNEY, Lockridge Grindal Nauen P.L.L. P., Minneapolis, MN; Richard A. Lockridge, LEAD ATTORNEY, Lockridge Grindal Nauen, P.L.L.P., Minneapolis, MN; W. Joseph Bruckner, LEAD ATTORNEY, PRO HAC VICE, Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Parkway Corp. v. Visa U.S.A., Inc. 05-cv-5077 JG-JO, Plaintiff: Hadley P Roeltgen, Robert J. LaRocca, LEAD ATTORNEYS, Kohn Swift & Graf, Philadelphia, PA; Jason L. Solotaroff, LEAD ATTORNEY, Giskan Solotaroff Anderson & Stewart LLP, New York, NY; Joshua D. Snyder, Michael J. Boni, Boni & Zack LLC, Bala Cynwyd, PA; Kate Reznick, Boni & Zack, LLC, Bala Cynwyd, PA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action**[\*9]** NuCity, Publications, Inc. v. Visa U.S.A., Inc. 05-cv-5075 JG-JO, Plaintiff: Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Donald L. Perelman, Fine, Kaplan and Black, R.P.C., Philadelphia, PA; Joseph Goldberg, Freedman Boyd Daniels Hollander Goldberg & Cline, P.A., Albuquerque, NM; Leslie Hurst, Lerach Coughlin, et al., San Diego, CA; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Lee et al v. Visa U.S.A. Inc. et al 05-cv-3800 JG-JO, Plaintiff: Jerald M. Stein, LEAD ATTORNEY, Law Office of Jerald M. Stein, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Lee et al v. Visa, U.S.A. Inc. et al 05-cv-3800 JG-JO, Plaintiff: Jerald M. Stein, LEAD ATTORNEY Law Office of Jerald M. Stein, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Resnick, Amsterdam & Leshner P.C. v. Visa U.S.A., Inc. et al 05-cv-3924 JG-JO, Plaintiff: Ann D. White, Ann D. White Law Office, Jenkintown,**[\*10]** PA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Hy-Vee, Inc. v. Visa U.S.A., Inc. et al 05-cv-3925-JG-JO, Plaintiffs in civil actionPhotos Etc. Corp. v. Visa U.S.A., Inc. 05-cv-5071JG-JO, Plaintiffs in civil action Dr. Roy Hyman, et al v. Visa International Service Association, Inc., et al . 05-cv-5866 JG-JO, Plaintiffs in civil action G.E.S. Bakery, Inc. v. Visa U.S.A., Inc., et al. 05-cv-5879 JGJO, Plaintiffs in Twisted Spoke v. Visa U.S.A., Inc., et al. 05-cv-5881 JG-JO, Plaintiffs in civil action 518 Restaurant Corp. v. American Express Travel Related Services Co., Inc., et al. 05-cv-5884 JG-JO, Plaintiffs in civil action JGSA, Inc. v. Visa U.S.A., Inc., et al. 05-cv-5885 JG-JO, Plaintiffs: Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Meijer, Inc. et al v. Visa U.S.A. Inc. et al 05-cv-4131-JG-JO, Plaintiff: Linda P. Nussbaum, LEAD ATTORNEY, Nussbaum Law Group, PC, New York, NY; David P. Germaine, PRO HAC VICE, Vanek Vickers & Masini, P.C.,**[\*11]** Chicago, IL; Joseph Michael Vanek, PRO HAC VICE, Vanek, Vickers & Masini, P.C., Chicago, IL; Paul E. Slater, Sperling Slater & Spitz, Chicago, IL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Robert N. Kaplan, Kaplan, Kilsheimer & Fox, LLP, New York, NY; William Jay Blechman, PRO HAC VICE Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Lepkowski v. Mastercard International Incorporated et al 05-cv-4974 JG-JO, Plaintiff: Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Tracey L. Kitzman, Friedman Law Group, LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Kroger Co. v. Visa U.S.A., Inc. 05-cv-5078 JG-JO, Plaintiff: William Jay Blechman, LEAD ATTORNEY, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Barry L. Refsin, Hangley Aronchick Segal & Pudlin, Philadelphia, PA; Eric Bloom, Hangley Aronchick Segal & Pudlin, Harrisburg, PA; Richard A. Arnold, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY.

For Plaintiffs in civil action Fitlife Health Systems of Arcadia, Inc. v. Mastercard International Incorporated**[\*12]** et al 05-cv-5153 JG-JO, Plaintiff: Francis J. Balint, Bonnett Fairbourn Friedman & Balint, P.C., Phoenix, AZ; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Harris Stationers, Inc., et al. v. Visa International Service Association, et al. 05-cv-5868 JG-JO, Plaintiff: Joseph R. Saveri LEAD ATTORNEY, Lieff, Cabraser, Heimann & Bernstein, LLP, San Francisco, CA; Daniel M. Bradley, Kimberly Keevers Palmer, Richardson, Patrick, Westbrook & Brickman, LLC, Charleston, SC; Daniel O. Myers, Richardson, Patrick, Westbrook & Brickman, LLC Mount Pleasant, SC; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Performance Labs, Inc. v. American Express Travel Related Services Co., Inc., et al. 05-cv-5869 JG-JO, Plaintiff: Jonathan J. Lerner, Starr, Gern, Davison & Rubin, P.C., Roseland, NJ; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Discount**[\*13]** Optics, Inc., et al. v. Visa U.S.A., Inc., et al. 05-cv-5870 JG-JO, Plaintiff: Jason S. Hartley, LEAD ATTORNEY, PRO HAC VICE, Stueve Siegel Hanson LLP, San Diego, CA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action LDC, Inc. v. Visa U.S.A., Inc., et al 05-cv-5871 JG-JO, Plaintiff: Dennis Stewart, Hulett Harper Stewart LLP, San Diego, CA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Leeber Cohen, M.D. v. Visa U.S.A., Inc., et al. 05-cv-5878 JG-JO, Plaintiff: Bernard Persky, Robins Kaplan LLP, New York, NY; Douglas Thompson, Finkelstein Thompson LLP, Washington, DC; Gregory Scott Asciolla, Labaton Sucharow, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Connecticut Food Association, Inc., et al. v. Visa U.S.A., Inc., et al. 05-cv-5880 JG-JO, Plaintiff: Joe R. Whatley, Jr., LEAD ATTORNEY, Whatley Drake & Kallas LLC,**[\*14]** New York, NY; Charles S. Hellman, Dubner, Hartley & O'Connor LLC, New York, NY; J. Douglas Richards, Pomerantz Haudek Block Grossman & Gross LLP, New York, NY; Michael M. Buchman, Motley Rice LLC, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; Richard P. Rouco, Quinn Connor Weaver Davies & Rouco, Birmingham, AL; Ryan G. Kriger, Milberg Weiss Bershad & Schulman LLP, New York, NY; William Jay Blechman, PRO HAC VICE Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Lombardo Bros., Inc. v. Visa U.S.A., Inc. 05-5882 JG-JO, Plaintiffs in civil action Abdallah Bishara, etc. v. Visa U.S.A., Inc. 05-cv-5883 JG-JO, Plaintiffs: Dianne M. Nast, Erin Burns, NastLaw LLC, Philadelphia, PA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action The Kroger Co., et al. v. MasterCard Inc., et al., 06-cv-0039 JG-JO, Plaintiff: William Jay Blechman, LEAD ATTORNEY, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; Barry L. Refsin, Hangley Aronchick Segal & Pudlin, Philadelphia, PA; Eric Bloom, Hangley Aronchick Segal & Pudlin, Harrisburg, PA; Richard**[\*15]** J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY.

For Plaintiffs in civil action Rite Aid Corporation et al. v. Visa U.S.A., Inc. et al. 05-cv-5352 JG-JO, Plaintiffs in civil action Bi-Lo, LLC. et al v. Visa U.S.A., Inc. et al 06-cv-2532 JG-JO, Plaintiffs in civil action Bi-Lo, LLC. et al v. Mastercard Incorporated et al 06-cv-2534 JG-JO, Plaintiffs: Ashely M. Chan, Hangley Aronchick Segal & Pudlin, Philadelphia, PA; Barry L. Refsin, Hangley Aronchick Segal & Pudlin, Philadelphia, PA; Eric Bloom, Hangley Aronchick Segal & Pudlin, Harrisburg, PA; Kenneth G. Walsh, Kirby McInerney LLP, New York, NY; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action Fringe, Inc. v. Visa, U.S.A., Inc et al 05-cv-4194 JG-JO, Plaintiff: Jayne A. Goldstein, Shepherd Finkelman Miller & Shah LLP, Weston, FL; Lee Albert, Mager & Goldstein LLP, Philadelphia, PA; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action 06-cv-5583, Esdacy, INC. v. Visa USA, INC. et al, Plaintiff: Angus**[\*16]** Macaulay Lawton, Jonathan Craig Smith, LEAD ATTORNEYS, Joyce Law Firm, Charleston, SC; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For QVC, Inc., Plaintiff: L. Webb Campbell, II, Phillip F. Cramer, Sherrard & Roe PLC, Nashville, TN; Paul E. Slater, Sperling Slater & Spitz, Chicago, IL; Richard J. Kilsheimer, Kaplan Fox & Kilsheimer LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Payless ShoeSource, Payless Shoe Source, Inc., Plaintiff: J. Douglas Richards, LEAD ATTORNEY, Pomerantz Haudek Block Grossman & Gross LLP, New York, NY; Michael M. Buchman, LEAD ATTORNEY, Motley Rice LLC, New York, NY; Geoffrey Holmes Kozen, Robins Kaplan LLP, Minneapolis, MN; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For GMRI, Inc., Plaintiff: K. Craig Wildfang, LEAD ATTORNEY, Robins Kaplan L.L.P., Minneapolis, MN; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Capital Audio Electronics, Inc., Plaintiff: Christopher J McDonald, Jay L. Himes, LEAD ATTORNEYS, Labaton Sucharow LLP, New York, NY; Morissa Robin Falk, LEAD**[\*17]** ATTORNEY, Labaton Sucharow, New York, NY; Bruce H. Levinson, Law Offices of Bruce Levinson, New York, NY; Geoffrey Holmes Kozen, Robins Kaplan LLP, Minneapolis, MN; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL; William V. Reiss, Robins Kaplan LLP, New York, NY.

For NATSO, Inc., Plaintiff: Adam Owen Glist, Constantine Cannon LLP, New York, NY; David Balto, Law Offices of David Balto, Washington, DC; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; William Jay Blechman, PRO HAC VICE, Kenny Nachwalter, P.A., Miami, FL.

For Plaintiffs in civil action BKS. v. Visa U.S.A., Inc. et al 09-cv-2264-JG-JO, Plaintiff: Carroll H. Ingram, LEAD ATTORNEY, INGRAM & ASSOCIATES, Hattiesburg, MS; Jennifer Ingram Wilkinson, PRO HAC VICE, Ingram Wilkinson, PLLC, Hattiesburg, MS; John Corlew, PRO HAC VICE, Corlew, Munford & Smith, PLLC, Jackson, MS; John F Hawkins, PRO HAC VICE, Hawkins Gibson, PLLC, Jackson, MS.

For Plaintiffs in civil action Gulfside Casino Partnership. v. Visa U.S.A., Inc. et al 09-cv-03225 JG-JO, Plaintiff: Jennifer Ingram Wilkinson, Ingram Wilkinson, PLLC, Hattiesburg, MS.

For Keith Superstores, BKS, INC., BKS of LA, Inc. d/b/a KEITH SUPERSTORES, and**[\*18]** KEITHCO PETROLEUM, INC., Keithco Petroleum, Inc. BKS, INC., BKS of LA, Inc. d/b/a KEITH SUPERSTORES, and KEITHCO PETROLEUM, INC., Plaintiffs: John F Hawkins, PRO HAC VICE, Hawkins Gibson, PLLC, Jackson, MS.

For National Community Pharmacists Association, National Cooperative Grocers Association, Plaintiffs: Daniel Hume, David E. Kovel, Meghan Joan Summers, Kirby McInerney LLP, New York, NY; Eric Citron, Goldstein & Russell P.C., Bethesda, MD; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; Thomas Goldstein, Goldstein & Russell, P.C., Bethesda, MD.

For Coborn's Incorporated, D'Agostino Supermarkets, Affiliated Foods Midwest, Plaintiffs: Adam Owen Glist, Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For Robersons Fine Jewelry, Inc., Plaintiff: Jerrold S. Parker, Parker & Waichman, LLC, Great Neck, NY.

For Gielen Enterprises,Inc., Rice Palace,Inc.; Tobacco Plus,Inc.; Plaintiffs: Arun Srinivas Subramanian, LEAD ATTORNEY, Susman Godfrey LLP, New York, NY.

For Plaintiffs in Delta Airlines Inc et al v. Visa Inc et al, 1:13-cv-04766-JG-JO, Plaintiff: Richard E. Norman, Crowley Norman LLP, Houston, TX.

For Cox Communications, Inc., Cox Enterprises, Inc., Cox Media Group**[\*19]** LLC, Plaintiffs: Brian R Strange, Keith L Butler, LEAD ATTORNEYS, PRO HAC VICE, Strange and Carpenter, Los Angeles, CA.

For G6 Hospitality LLC, Live Nation Entertainment Inc, Manheim Inc, Motel 6 Operating LP, Plaintiff: Brian R Strange, Keith L Butler, LEAD ATTORNEYS, PRO HAC VICE, Strange and Carpenter, Los Angeles, CA.

For Manheim Inc, Plaintiff: Brian R Strange, LEAD ATTORNEY, PRO HAC VICE, Strange and Carpenter, Los Angeles, CA.

For E-Z Mart Stores, Inc., Jacksons Food Stores, Inc./PacWest Energy LLC, Kum & Go, L.C., Sheetz, Inc., Susser Holdings Corporation, The Pantry, Inc., Plaintiffs: Donald R. Hall, Jr., Frederic S. Fox, LEAD ATTORNEYS, Kaplan Fox & Kilsheimer LLP, New York, NY; Donald Matt Mattson Keil, LEAD ATTORNEY, PRO HAC VICE, Keil & Goodson PA, Texarkana, AR; George L McWilliams, LEAD ATTORNEY, Texarkana, TX; John C Goodson, LEAD ATTORNEY, Keil & Goodson PA, Texarkana, AR; Matthew Powers McCahill, LEAD ATTORNEY, PRO HAC VICE, Kaplan Fox & Kilsheimer, LLP, New York, NY; Robert N. Kaplan, LEAD ATTORNEY, Kaplan, Kilsheimer & Fox, LLP, New York, NY.

For Plaintiffs in Target Corporation, et al. v. Visa Inc., et al., 13-cv-03477, Plaintiff: James A. Wilson, Kimberly Weber Herlihy,**[\*20]** Vorys, Sater, Seymour and Pease, LLP, Columbus, OH.

Plaintiffs in Civil Action Target Corporation, et al. v. Visa Inc. et al., 13-cv-4442, Plaintiff, Pro se.

For DSW, Inc., Plaintiff: Jason A. Zweig, Hagens Berman Sobol Shapiro LLP, New York, NY.

Jetblue Airways Corporation, Plaintiff, Pro se.

Plaintiffs in Civil Action 7-Eleven Inc., et al. v. Visa Inc. et al, 1:13-cv-05746-JG-JO, Plaintiff, Pro se.

For Sunoco, Inc. (R&M), Plaintiff: Arthur Christopher Young, LEAD ATTORNEY, Jessica S. Russell, Pepper Hamilton LLP, Philadelphia, PA; Robert Hickok, LEAD ATTORNEY, PRO HAC VICE, Pepper Hamilton, LLP, Philadelphia, PA; Stephanie L. Jonaitis, LEAD ATTORNEY, Pepper Hamilton LLP, Princeton, NJ.

Minnesota Twins LLC, Plaintiff, Pro se.

For CHS Inc., Crystal Rock LLC, Leons Transmission Service, Inc, Traditions, Ltd, Plaintiffs: H. Laddie Montague, LEAD ATTORNEY, Berger & Montague, P.C., Philadelphia, PA; K. Craig Wildfang, LEAD ATTORNEY, Robins Kaplan L.L.P., Minneapolis, MN; Geoffrey Holmes Kozen, Robins Kaplan LLP, Minneapolis, MN.

Leons Transmission Service, Inc, Plaintiff, Pro se.

For Einstein Noah Restaurant Group, Inc., Furniture Row BC, Inc., Furniture Row, LLC, Plaintiffs: George L McWilliams,**[\*21]** LEAD ATTORNEY, PRO HAC VICE, Texarkana, TX.

For Google Inc., Google Payment Corporation, Plaintiffs: David T Moran, LEAD ATTORNEY, PRO HAC VICE, Jackson Walker, Dallas, TX.

For Bass Pro Group, LLC, American Sportsman Holdings Co., Bass Pro Outdoor World, LLC, Bass Pro Shops White River Conference & Education Center, LLC, BPIP, LLC, BPS Direct, LLC, Big Cedar, LLC, Fryingpan River Ranch, LLC, Islamorada Fish Company Kansas, LLC, Islamorada Fish Company Texas, LLC, Islamorada Fish Company, LLC, Sportman's Distribution Co. of GA, LLC, Sportsman's Specialty Group, LLC, TMBC Corp. of Canada, Tracker Marine Financial Services, LLC, Tracker Marine Retail, LLC, Tracker Marine, LLC, Travis Boats & Motors Baton Rouge, LLC, Charming Charlie LLC, City of Scottsdale, Starving Students, Inc., Crocs Retail, LLC, Crocs, Inc., East Coast Waffles, Inc., Ethan Allen Global, Inc., Ethan Allen Interiors, Inc., Ethan Allen Miami, LLC, Ethan Allen Operations, Inc., Ethan Allen Realty, LLC, Ethan Allen Retail, Inc., Ethan Allen.com, Inc., Fury, Inc., Grand America Hotel Company, Crab Addison, Inc., BHTT Entertainment, Inc., BHTT Private Club - Plano TX, Board of Trustees of the University of Arkansas acting**[\*22]** for University of Arkansas, Fayetteville, Bite, Inc., Jibbitz, LLC, Lake Avenue Associates, Inc., Love's Travel Stops & Country Stores, Inc., Lucky Brand Dungarees Stores, Inc., Little America Hotel Company, Little America Hotels and Resorts Inc., Lizzy Mae, Inc., Ethan Allen (Canada) Inc., Manor House, Inc., Joe's Crab Shack - Abingdon MD, Inc., Joe's Crab Shack - Alabama Private Club, Inc., Joe's Crab Shack - Anne Arundel MC, Inc., Joe's Crab Shack - Hunt Valley MD, Inc., Joe's Crab Shack - Kansas, Inc., Joe's Crab Shack - Maryland, Inc., Joe's Crab Shack - Texas Inc., Joe's Crab Shack -Redondo Beach, Inc., JCS Monmouth Mall - NJ, LLC, Mid South Waffles, Inc., Midwest Waffles, Inc., Ignite Restaurant Group, Inc., Ignite Restaurants - New Jersey, Inc., Scandinavian Airlines System Denmark- Norway-Sweden, Scandinavian Airlines of North America Inc., Sinclair Oil Corporation, Snowbasin Resort Company, Stuart Weitzman Holdings, LLC, Stuart Weitzman IP, LLC, Sun Valley Company, Sportsman's Specialty Group, LLC, Stuart Weitzman Retail Stores, LLC, Stuart Weitzman, LLC, New West Jeanswear Holding LLC, formerly known as Jones Holding Inc., Nine West Development LLC, formerly known as Nine**[\*23]** West Development Corporation, Nine West Holdings, Ocean Minded, Inc., One Jeanswear Group, Inc., Ozark Waffles, LLC, Jones Distribution Corporation, Jones Investment Co., Inc., Jones Management Service Company, TMBC, LLC, Tiffany and Company doing business as Tiffany & Co., Twin Liquors, LP, Waffle House, Inc., Westgate Hotel Company, William-Sonoma Inc., Ross Dress for Less, Inc., 1-800 Contacts, Inc., doing business as Glasses.com, doing business as South Valley Optical, Henry Oil Company of Tennessee, Savings Carolina Division, Plaintiffs: Richard E. Norman, LEAD ATTORNEY, PRO HAC VICE, Crowley Norman LLP, Houston, TX.

For Electronic Payment Systems, LLC, Plaintiff: Scotty P. Krob, LEAD ATTORNEY, PRO HAC VICE, Krob Law Office, LLC, Greenwood Village, CO.

For Tedeschi Food Shops, Inc., Plaintiff: James Michael Evangelista, Evangelista Worley LLC, Atlanta, GA; James Michael Evangelista, Harris Penn Lowry LLP, Atlanta, GA.

For Bravo Foods, CFL Pizza, CGS Sales, Plaintiffs: Brent O. Hatch, Shaunda L. McNeill, LEAD ATTORNEYS, HATCH JAMES & DODGE, SALT LAKE CITY, UT.

For Captain Development Co, Cary Oil, Cusick Corporation, Delta Sonic Carwash Systems, Epping Forest Yacht Club, GT Petroleum,**[\*24]** Gate Fuel Service, Gate Petroleum Company, High Plains Pizza, North American Financial Group, Ponte Vedra Corporation, Ponte Vedra Lodge, River Club, The, Stinker Stores, CTC LLC Diamond Jim's, CTC LLP Crossroads Travel Center, Captain Development Co, Carolina Pizza Co, Crossroads Cafe, DC's Eastgate, DHCC LLC, DJ Casinos, Daland Corporation, Great Lakes Convenience, HN LLC, Hi-Noon Petroleum, MRC Hi-Noon, MTG Managment, Mackinaw Food Services, Michigan Pizza Service, Northfield Restaurant, Peru Pizza, Pester Marketing, TTM Montana LLC, TriConn, Triple S Oil, doing business as Mr. Gas, Virginia Pizza, WGN, Champlain Oil, Coco Mart, doing business as Jiffy Mart, Columbia Basin Pizza Hut, Emerald City Pizza, J.D. Streett & Company, Kath Fuel Oil Service, Las Vegas Pizza, Pizza Hut of Southeast Kansas, Slidell Oil, Space Age Fuel, Spokane Valley Pizza, TB of America, By-Lo Oil, CNH Food, Canton Pizza, Capital Pizza Huts, Capital Pizza Huts of Vermont, Capital Pizza of New Hampshire, Columbiana Pizza, Craig Food Stores, Dash In Food Stores, Delmarva Oil, Downs Energy, Elyria Pizza, Fastrip Oil, Flyers Energy, G.E. Junghans Discount Liquor, Geuga Pizza, Golden Dollar, HJB Convenience, Heart**[\*25]** of Texas Pizza, Herdrich Petroleum, J&J Golf, JAG Convenience, JNH Food, Jaco Hill Company, Jamieson Hill Company, Kocomo Pizza, Lacombe Chevron Travel Center, Lawrence Oil, Leonard E Belcher Inc, Liberty Pizza, M2R, Mission Trail Oil, Mountain View Pizza, NJ Capital Furnishings, North Coast Pizza, Oklahoma Magic, Painesville Pizza, Pete's of Erie, Plaid Pantries, Pliska Golf, Pliska Investments, Popingo's Convenience Stores, Potomac Energy Holdings, Potomac Energy Holdings, Redding Oil, Reid Companies, Reid Petroleum, Reid Stores, Robinson Oil, SMO, Salem Pizza, Schmitt Sales, Seaside Pizza, Shop Quik Stores, Sky of Jenks, Slidell Oil, Southern Maryland Oil, Space Age Fuel, Speedie Mart, Speedy Q Markets, Spencer Companies, Tri Star Marketing, Trico Pizza, Valley Petroleum, WK Capital Enterprises, Wallis Oil Company, Wallis Petroleum, Wayne Pizza, Wayne Pizza of Ohio, Wills Group, The, Plaintiffs: Brent O. Hatch, HATCH JAMES & DODGE, LEAD ATTORNEY, HATCH JAMES & DODGE, SALT LAKE CITY, UT.

For Casey's General Stores, Casey's Marketing Company, Casey's Retail Company, Casey's Services Company, Plaintiffs: Brent O. Hatch, HATCH JAMES & DODGE, LEAD ATTORNEY, HATCH JAMES & DODGE, SALT LAKE**[\*26]** CITY, UT; James Michael Evangelista, Evangelista Worley LLC, Atlanta, GA.

For Jetro Cash & Carry, Plaintiff: Daniel Hume, David E. Kovel, Kirby McInerney LLP, New York, NY; Eric Citron, Goldstein & Russell P.C., Bethesda, MD; Meghan Joan Summers, Kirby McInerney LLP, New York, NY.

For National Association of Truck Stop Operators, National Grocers Association, Plaintiff: Daniel Hume, David E. Kovel, Kirby McInerney LLP, New York, NY; Eric Citron, Thomas Goldstein, Goldstein & Russell P.C., Bethesda, MD; Meghan Joan Summers, Kirby McInerney LLP, New York, NY.

For Calloway Oil Company, E-Z Stop Foodmarts, Inc., Plaintiff: James Michael Evangelista, Evangelista Worley LLC, Atlanta, GA.

For Aloha Petroleum, LTD, Plaintiff: Robert Hickok, LEAD ATTORNEY, PRO HAC VICE, Pepper Hamilton, LLP, Philadelphia, PA; Jessica S. Russell, Pepper Hamilton LLP, Philadelphia, PA.

For CMP Consulting Serv., Inc., DDMB 2, LLC d/b/a Emporium Logan Square, DDMB, Inc. d/b/a Emporium Arcade Bar, Generic Depot 3, Inc. d/b/a Prescription Depot, PureOne, LLC d/b/a Salon Pure, Runcentral, LLC, Town Kitchen, LLC d/b/a Town Kitchen & Bar, Plaintiffs: Robert G. Eisler, Grant & Eisenhofer P.A., Wilmington, DE.

Oneota Community**[\*27]** Food Co-op, Intervenor Plaintiff, Pro se.

For Defendants in civil action Jetro Holding, Inc. et al v. Visa U.S.A., Inc. et al 05-cv-4520 JG-JO, Defendants iin civil action National Grocers, Association et al v. Visa U.S.A., Inc. et al 05-cv- 5207 JG -JO, Defendants in civil action American, Booksellers Association v. Visa U.S.A., Inc. et al 05-cv-5319 JG -JO, Defendant: Mark E. Tully, LEAD ATTORNEY, Goodwin Procter, LLP, Boston, MA; Peter Edward Greene, LEAD ATTORNEY, Peter S. Julian, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; William Harry Rooney, LEAD ATTORNEY, Willkie Farr & Gallagher LLP, New York, NY; Andrew J. McDonald, Pullman & Comley, LLC, Stamford, CT; Brian A. Herman, Morgan, Lewis & Bockuis, LLP, New York, NY; David Sapir Lesser, Wilmer Cutler Pickering Hale & Dorr, LLP, New York, NY; Douglas Melamed, Washington, Dc; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Erica Fenby, PRO HAC VICE, Kara Kennedy, Alston & Bird LLP, Atlanta, GA; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; James T. Shearin, Pullman & Comley, LLC, Bridgeport, CT; James M. Sulentic, John P. Passarelli, Kutak Rock LLP, Omaha, NE; Jonathan B. Orleans, Pullman**[\*28]** & Comley LLC, Bridgeport, CT; Joseph W. Clark, Jones Day, Washington, DC; Kenneth A. Gallo, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Lisl J. Dunlop, Shearman & Sterling, New York, NY; Mark P. Ladner, Morrison & Foerster, New York, NY; Michael Edward Johnson, Alston & Bird LLP, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY; Robert Donald Carroll, Goodwin Procter LLP, Boston, MA; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY; Teresa T. Bonder, Alston & Bird, LLP, Atlanta, GA; Valerie C. Williams, ALSTON & BIRD LLP, Atlanta, GA.

For Defendants in civil actionNational, Association of Convenience Stores et al v. Visa U.S.A., Inc. et al 05-cv-4521 JG-JO, Defendants in civil action Rookies, Inc. v. Visa U.S.A., Inc. 05-cv-5069-JG-JO, Defendants: Lawrence B. Friedman, Cleary Gottlieb Steen & Hamilton LLP, New York, NY; Mark E. Tully, LEAD ATTORNEY, Goodwin Procter, LLP, Boston, MA; William Harry Rooney, LEAD ATTORNEY, Willkie Farr & Gallagher LLP, New York, NY; Andrew J. McDonald, Pullman & Comley, LLC, Stamford, CT; Brian A. Herman, Morgan, Lewis & Bockuis, LLP, New York, NY David Sapir Lesser, Wilmer Cutler Pickering**[\*29]** Hale & Dorr, LLP, New York, NY; Douglas Melamed, Washington, Dc; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Erica Fenby, PRO HAC VICE, Kara Kennedy, Alston & Bird LLP, Atlanta, GA; Gary R. Carney, Jr.Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; James T. Shearin, Pullman & Comley, LLC, Bridgeport, CT; James M. Sulentic, John P. Passarelli, Kutak Rock LLP, Omaha, NE; Jonathan B. Orleans, Pullman & Comley LLC, Bridgeport, CT; Joseph W. Clark, Jones Day, Washington, DC; Lisl J. Dunlop, Shearman & Sterling, New York, NY; Mark P. Ladner, Morrison & Foerster, New York, NY; Michael Edward Johnson, Alston & Bird LLP, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY; Peter Edward Greene, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Peter S. Julian, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Robert Donald Carroll, Goodwin Procter LLP, Boston, MA; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY; Teresa T. Bonder, Alston & Bird, LLP, Atlanta, GA; Valerie C. Williams, ALSTON & BIRD LLP, Atlanta, GA. William Kolasky, Washington, DC.

For Defendants in civil action Supervalu Inc. v. Visa U.S.A. Inc. et al 05-cv-4650 JG-JO,**[\*30]** Defendants in civil action Publix, Supermarkets, Inc. v. Visa U.S.A. Inc. et al 05-cv-4677-JG-JO, Defendants in civil action Seaway Gas & Petroleum, Inc. v. Visa U.S.A., Inc. et al 05--cv-4728 JG-JO, Defendants in civil action Raley's v. Visa U.S.A. Inc. et al 05-cv-4799- JG-JO, Defendants in civil action East Goshen, Pharmacy, Inc. v. Visa U.S.A., Inc 05-cv-5073-JG-JO, Defendants in civil action Jasperson v. Visa, U.S.A., Inc. 05-cv-5070-JG-JO, Defendants: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Kenneth A. Gallo, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY.

For Defendants in civil action Rookies, Inc. v. Visa U.S.A., Inc. 05-cv-5069-JG-JO, Defendants in civil action Animal Land, Inc. v. Visa U.S.A., Inc. 05-cv-5074-JG-JO, Defendants in civil action Bonte Wafflerie, LLC v. Visa U.S.A., Inc. 05-cv-5083 JG-JO, Defendants: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton**[\*31]** & Garison, LLP, New York, NY; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY.

For Defendants in civil action Broken Ground, Inc. v. Visa U.S.A., Inc. 05-cv-5082 JG-JO, Defendants in civil action Baltimore Avenue Foods, LLC v. Visa U.S.A., Inc. 05-cv-5080 JG-JO, Defendants in civil action Fairmont Orthopedics & Sports Medicine, PA v. Visa U.S.A., Inc. 05-cv-5076-JG-JO, Defendants in civil action Tabu Salon & Spa, Inc. v. Visa U.S.A., Inc. 05-cv-5072 - JG-JO, Defendants in civil action Lakeshore Interiors v. Visa U.S.A., Inc. 05-cv-5081 JG-JO, Defendants in civil action Parkway Corp. v. Visa U.S.A., Inc. 05-cv-5077-JG-JO, Defendants in civil action NuCity Publications, Inc. v. Visa U.S.A., Inc. 05-cv-5070-JG-JO, Defendants in civil action Hyman v. VISA International Service Association, Inc. 05-cv-5866 JG -JO, Defendants in civil action Meijer, Inc. et al v. Visa U.S.A. Inc. et al 05-cv-4131 JG-JO, Defendants in civil action Kroger Co. v. Visa U.S.A., Inc. 05-cv-5078 JG-JO, Defendants: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Robert C. Mason,**[\*32]** Arnold & Porter Kaye Scholer LLP, New York, NY.

For Defendants in civil action Lee et al v. Visa U.S.A. Inc. et al 05-cv-03800, Defendants in civil action Resnick Amsterdam & Leshner P.C. v. Visa U.S. A, Inc. et al, 05-cv-3924 JG-JO, Defendants in civil action Hy-Vee, Inc. v. Visa U.S.A., Inc. et al 05-cv-03925 JG-JO, Defendants in civil case Fitlife Health Systems of Arcadia, Inc. v. Mastercard International Incorporated et a 05-cv-5153 JG -JO, Defendants: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Kenneth A. Gallo, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC.

For Defendants in civil action Lepkowski v. Mastercard International Incorporated et al 05-cv-4974-JG-JO, Defendant: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Jonathan Mitchell Jacobson, Wilson Sonsini Goodrich & Rosati. PC, New York, NY; Paul W. Bartel, II, Davis, Polk and Wardwell, New York, NY.

For Defendants in civil action Photos Etc.**[\*33]** Corp. v. Visa U.S.A., Inc. 05-cv-5071-JG-JO, Defendant: Mark E. Tully, LEAD ATTORNEY, Goodwin Procter, LLP, Boston, MA; Peter Edward Greene, LEAD ATTORNEY, Peter S. Julian, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Andrew J. McDonald, Pullman & Comley, LLC, Stamford, CT; David Sapir Lesser, Wilmer Cutler Pickering Hale & Dorr, LLP, New York, NY; Douglas Melamed, Washington, Dc, WA; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Erica Fenby, PRO HAC VICE, Alston & Bird LLP, Atlanta, GA; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; James M. Sulentic, John P. Passarelli, Kutak Rock LLP, Omaha, NE; Jonathan B. Orleans, Pullman & Comley LLC, Bridgeport, CT; Joseph W. Clark, Jones Day, Washington, DC; Kara Kennedy, Alston & Bird LLP, Atlanta, GA; Lisl J. Dunlop, Shearman & Sterling, New York, NY; Michael Edward Johnson, Alston & Bird LLP, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY; Robert Donald Carroll, Goodwin Procter LLP, Boston, MA; Teresa T. Bonder, Alston & Bird, LLP, Atlanta, GA; Valerie C. Williams, Valerie C. Williams, ALSTON & BIRD LLP, Atlanta, GA; William Kolasky, Washington, DC, WA.

For Defendants in**[\*34]** civil action Rite Aid Corporation et al. v. Visa U.S.A., Inc. et al. 05-cv-5352 JG-JO, Defendant: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY.

For Defendants in civil action The Kroger Co., et al. v. MasterCard Inc., et al., 06-cv-0039 JG-JO, Defendants in civil action Performace Labs, Inc. v. American Express Travel Related Services Co., Inc., et al 05-cv-5869 JG-JO, Defendants in civil action Discount Optics, Inc., et al. v. Visa U.S.A., Inc., et al. 05-cv-5870 JG-JO, Defendants in civil action LDC, Inc. v. Visa U.S.A., Inc. et al. 05-cv-5871 JG-JO, Defendants in civil action G.E.S. Bakery, Inc. v. Visa U.S.A., Inc,. et al. 05-cv-5879 JG-JO, Defendants in civil action Leeber Cohen, M.D. v. Visa U.S.A., Inc., et al. 05-cv-5878 JG-JO, Defendants in civil action Twisted Spoke v. Visa U.S.A., Inc., et al. 05-cv-5881 JG-JO, Defendants in civil action Lombardo Bros., Inc. v. Visa U.S.A., Inc. 05-cv-5882 JG-JO, Defendants in civil action Abdallah Bishara, etc. v. Visa U.S.A., Inc. 05-cv-5883 JG-JO, Defendants in civil action JGSA, Inc. v. Visa U.S.A., Inc., et al 05-cv-5885, Defendants**[\*35]** in civil action Fringe, Inc. v. Visa, U.S.A., Inc. et al 05-cv-4194 JG-JO, Defendants: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY.

For Defendants in civil action Harris Stationers, Inc., et al. v. Visa International Service Association, et al. 05-cv-5868 JG-JO, Defendant: Joshua N. Holian, LEAD ATTORNEY, Latham & Watkins, San Francisco, CA; Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Erica Fenby, PRO HAC VICE, Alston & Bird LLP, Atlanta, GA; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Joseph W. Clark, Jones Day, Washington, DC; Kara Kennedy, Alston & Bird LLP, Atlanta, GA; Michael Edward Johnson, Alston & Bird LLP, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY; Teresa T. Bonder, Alston & Bird, LLP, Atlanta, GA; Valerie C. Williams, Valerie C. Williams, ALSTON & BIRD LLP, Atlanta, GA.

For Defendants in civil action Dr. Roy Hyman, et al. v. Visa International Service Association, Inc., et al. 05-cv-5866,**[\*36]** Defendant: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Joseph W. Clark, Jones Day, Washington, DC; Michael B. Miller, Morrison & Foerster LLP, New York, NY.

For Defendants in civil action Connecticut Food Association, Inc., et al. v. Visa U.S.A., Inc., et al 05-cv-5880 JG-JO, Defendant: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Eric H. Grush, Sidley Austin LLP, Chicago, IL; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY.

For Defendants in civil action 518 Restaurant Corp. v. American Express Travel Related Services Co., et al. 05-cv-5884 JG-JO, Defendant: Peter Edward Greene, LEAD ATTORNEY, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY.

For HSBC Bank USA, N.A., Defendant: David Sapir Lesser, Wilmer Cutler Pickering Hale & Dorr, LLP, New York, NY; Perry Lange, Wilmer Cutler Pickering Hale and Dorr, Washington, DC.

For Capital One Bank, Capital One F S B, Capital One Financial Corp, Defendants: Abby Faith Rudzin,**[\*37]** Andrew J. Frackman, LEAD ATTORNEYS, O'Melveny & Myers LLP, New York, NY.

For National City Bank of Kentucky, National City Corporation, Defendants: Frederick N. Egler, LEAD ATTORNEY, PRO HAC VICE, Reed Smith, Pittsburgh, PA.

For Mastercard Incorporated, Defendant: Donna Michelle Ioffredo, LEAD ATTORNEY, Paul Weiss Rifkind Wharton & Garrison, LLP, Washington, DC; Gary R. Carney, LEAD ATTORNEY, Paul Weiss Rifkind Wharton & Garrison, LLP-NY, New York, NY; Kenneth A. Gallo, LEAD ATTORNEY, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Alex Michael Hyman, Sarah Ripa, Zachary Dietert, Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, NY; Andrew Corydon Finch, Paul Weiss Rifkind Wharton & Garrison, New York, NY; Bruce Alan Birenboim, Paul, Weiss, Rifkind, Wharton & Garrison, New York, NY; Craig Benson, Heather C. Milligan, Jarred A. Klorfein, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Michelle Katherine Parikh, Paul Weiss RIfkind Wharton & Garrison LLP, Washington, DC; Matthew Duff Turner, Armstrong Teasdale LLP-JCMO.

For Mastercard International Incorporated,**[\*38]** Defendant: Donna Michelle Ioffredo, LEAD ATTORNEY, Paul Weiss Rifkind Wharton & Garrison, LLP, Washington, DC; Gary R. Carney, Jr., LEAD ATTORNEY, Gary R. Carney, Jr., Paul, Weiss, Rifkind, Wharton & Garison, LLP, New York, NY; Kenneth A. Gallo, PRO HAC VICE, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Alex Michael Hyman, Sarah Ripa, Zachary Dietert, Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, NY; Andrew Corydon Finch, Paul Weiss Rifkind Wharton & Garrison, New York, NY; Bruce Alan Birenboim, Paul, Weiss, Rifkind, Wharton & Garrison, New York, NY; Craig Benson, Heather C. Milligan, Jarred A. Klorfein, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Washington, DC; Michelle Katherine Parikh, Paul Weiss RIfkind Wharton & Garrison LLP, Washington, DC; Matthew Duff Turner, Armstrong Teasdale LLP-JCMO.

For HSBC Finance Corporation, HSBC North America Holdings, Inc, Defendants: David Sapir Lesser, Wilmer Cutler Pickering Hale & Dorr, LLP, New York, NY; Perry Lange, Wilmer Cutler Pickering Hale and Dorr, Washington, DC.

For Citibank N A, Citicorp, Citigroup Inc, Defendants: Benjamin R. Nagin, LEAD ATTORNEY, Ada Asante Davis, Eamon Paul Joyce, Samuel Sung-Ook Choi,**[\*39]** Thomas Andrew Paskowitz, Sidley Austin LLP, New York, NY.

For Chase Bank USA, N.A., Defendant: Peter Edward Greene, LEAD ATTORNEY, Boris Bershteyn, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Linda Wong Cenedella, Skadden Arps, New York, NY.

For JP Morgan Chase & Co., Defendant: Peter Edward Greene, LEAD ATTORNEY, Boris Bershteyn, Skadden, Arps, Slate, Meagher & Flom LLP, New York, NY; Michael Y Scudder, Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL.

For Fifth Third Bancorp, Defendant: Benjamin G. Stewart, Keating Muething & Klekamp, PLL, Cincinnati, OH; Brenna L. Penrose, Keating Muething & Klekamp PLL, Cinncinnati, OH; Charles M. Miller, Joseph M. Callow, Trenton B. Douthett, Keating Muething & Klekamp PLL, Cincinnati, OH; Drew M. Hicks, Richard L. Creighton, Keating Muething & Klekamp, Cincinnati, OH.

For Bank Of America, N.A., Bank of America Corporation, Defendants: Jeffrey K. Rosenberg, LEAD ATTORNEY, Morrison & Foerster, New York, NY; Michael B. Miller, Morrison & Foerster LLP, New York, NY.

For Visa International Service Association, Defendant: Mark R. Merley, LEAD ATTORNEY, PRO HAC VICE, Arnold & Porter LLP, Washington, DC; Demian Alexander Ordway, Michael Shuster,**[\*40]** Richard J. Holwell, Holwell Shuster & Goldberg LLP, New York, NY; Karen Otto, Ron Ghatan, Arnold & Porter LLP, Washington, DC; Leigh-Anne St. Charles, PRO HAC VICE, Arnold & Porter LLP, Washington, DC; Robert C. Mason, Arnold & Porter Kaye Scholer LLP, New York, NY.

For Visa U.S.A. Inc., Defendant: Robert C. Mason, LEAD ATTORNEY, Arnold & Porter Kaye Scholer LLP, New York, NY; Anthony D. Boccanfuso, Arnold & Porter, New York, NY; Demian Alexander Ordway, Michael Shuster, Richard J. Holwell, Holwell Shuster & Goldberg LLP, New York, NY; Karen Otto, Ron Ghatan, Arnold & Porter LLP, Washington, DC; Leigh-Anne St. Charles, PRO HAC VICE, Arnold & Porter LLP, Washington, DC.

For Texas Independent Bancshares, Inc., Defendant: Adam S. Mocciolo, Pullman & Comley, LLC, Bridgeport, CT.

For Barclays Financial Corp., Defendant: James P. Tallon, Shearman & Sterling, New York, NY.

For Wachovia Bank, NA., Wachovia Corporation, Defendants: Robert P. LoBue, LEAD ATTORNEY, Patterson, Belknap, Webb & Tyler LLP, New York, NY; Vivian Ruth Mills Storm, LEAD ATTORNEY, Patterson Belknap Webb & Tyler LLP, New York, NY.

For Unlimited Vacations and Cruises Inc, Top Gun Wrecker, Orange County Bldg Materials, Bishop,**[\*41]** Defendants: John Jacob Pentz, III, LEAD ATTORNEY, John J. Pentz, Esq., Sudbury, MA.

For Daviss Donuts and Deli, Defendant: John Jacob Pentz, III, LEAD ATTORNEY, PRO HAC VICE, John J. Pentz, Esq., Sudbury, MA.

For Lane Courkamp, Permier Enterprises Group, Defendants: Daniel L. Brown, Sheppard, Mullin, Richter & Hampton, New York, NY.

For Class Action Recovery Service, Defendant: Dennis M. Campbell, LEAD ATTORNEY, PRO HAC VICE, Mershon, Sawyer, Johnston, Dunwody & Cody, Miami, FL.

For Refund Recovery Services, LLC, Defendant: Robert M. Gardner, PRO HAC VICE, Gardner Law Office, Burnsville, MN.

For Electronic Payment Systems, LLC, Electronic Payment Systems, LLC, Defendants: Scotty P. Krob, LEAD ATTORNEY, PRO HAC VICE, Krob Law Office, LLC, Greenwood Village, CO.

For Jonbro, Defendant: Brent O. Hatch, Shaunda L. McNeill, LEAD ATTORNEYS, HATCH JAMES & DODGE, SALT LAKE CITY, UT.

For Visa Europe Limited, Visa Europe Services Inc., Defendants: James R. Warnot, Jr., LEAD ATTORNEY, Linklaters LLP, New York, NY.

For Visa Inc., Defendant: Karen Otto, Ron Ghatan, Arnold & Porter LLP, Washington, DC; Leigh-Anne St. Charles, PRO HAC VICE, Arnold & Porter LLP, Washington, DC.

For Discover, ThirdParty Defendant:**[\*42]** Matthew L. Cantor, LEAD ATTORNEY, Constantine Cannon, P.C., New York, NY.

MNZ Inc, Interpleader, Pro se.

HealthSource Pharmacy III B Inc., Interested Party, Pro se.

HealthSource Pharmacy III Inc., Interested Party, Pro se.

HealthSource Pharmacy II Inc., Interested Party, Pro se.

HealthSource Pharmacy Inc., Interested Party, Pro se.

Johnson Family Pharmacy, Interested Party, Pro se.

Home Convalescent Aids, Inc., Interested Party, Pro se.

Peace Pharmacy, Interested Party, Pro se.

Citizens Pharmacy, Interested Party, Pro se.

Fort Thomas Drug Center, Interested Party, Pro se.

Rocky Mountain Pharmacy of Estes Park, Interested Party, Pro se.

Hieber's Pharmacy, Interested Party, Pro se.

Newts Pharmacy LLC, Interested Party, Pro se.

Turner Drug, Interested Party, Pro se.

Shannon Hills Pharmacy, Interested Party, Pro se.

Faulkenberg Harth, Interested Party, Pro se.

Medical Towers Pharmacy, Interested Party, Pro se.

Downtown Drug, Interested Party, Pro se.

Monument Pharmacy, Inc., Interested Party, Pro se.

Jack's Market Pharmacy, Interested Party, Pro se.

Hayden Family Pharmacy, P.C., Interested Party, Pro se.

WHJ Enterprises, Interested Party, Pro se.

Arrochar Pharmacy, Interested Party, Pro se.

J&J Pharmacy, Interested**[\*43]** Party, Pro se.

DJH, Inc., Interested Party, Pro se.

Kiowa County Pharmacy, LLC, Interested Party, Pro se.

Abeldt's Gaslight Pharmacy, Interested Party, Pro se.

Charlie's Drug, Inc., Interested Party, Pro se.

Thornville Pharmacy, Interested Party, Pro se.

Emporium Pharmacy, Interested Party, Pro se.

Hillcrest Pharmacy, Interested Party, Pro se.

Anson Plaza Pharmacy, Interested Party, Pro se.

The Drug Store, Interested Party, Pro se.

Jim & Phil's Family Pharmacy LTD., Interested Party, Pro se.

Victory Tampa Medical Pharmacy, Interested Party, Pro se.

Medicap Pharmacy 8209, Interested Party, Pro se.

Larimore Drug and Gift, Interested Party, Pro se.

RG Drug Corp, Interested Party, Pro se.

Portes Pharmacy, Inc., Interested Party, Pro se.

Douglas & Ogden Medical Center Pharmacy Inc., Interested Party, Pro se.

Olde Towne Pharmacy, Interested Party, Pro se.

Oakdale Pharmacy, Interested Party, Pro se.

Todds Discount Drugs, Interested Party, Pro se.

Lo Cost Pharmacy, Interested Party, Pro se.

Stoll's Pharmacy, Inc., Interested Party, Pro se.

DeBlaquiere Ent. Inc., doing business as White Cross Pharmacy, Interested Party, Pro se.

Soldotna Professional Pharmacy, Interested Party, Pro se.

Medicine Plus, Interested Party,**[\*44]** Pro se.

Maddox Drugs, Interested Party, Pro se.

Kiefer Inc. D.B.A. Watson's City Drug, Interested Party, Pro se.

Park Plaza Pharmacy, Inc., Interested Party, Pro se.

Blende Drug Inc., Interested Party, Pro se.

Clinic Drug, Inc., Interested Party, Pro se.

St Bernard Drugs #2 LLC, Interested Party, Pro se.

The Apothecary, Interested Party, Pro se.

Almadad Inc. DBA / Bronx Pharmacy, Interested Party, Pro se.

Kelley Drug & Selections, Interested Party, Pro se.

A & H Stores, Inc., Interested Party, Pro se.

Golden Rock Pharmacy, Interested Party, Pro se.

Medicap Pharmacy, Interested Party, Pro se.

Village Drug Shop of Athens Inc., Interested Party, Pro se.

Elm Plaza Pharmacy, Interested Party, Pro se.

Mt. Olympus Compounding, Interested Party, Pro se.

Reliable Discount Pharmacy, Interested Party, Pro se.

Millers of Wyckoff, Inc., Interested Party, Pro se.

Sellersville Pharmacy, Interested Party, Pro se.

Chads Payless Pharmacy, Inc., Interested Party, Pro se.

Super Saver Pharmacy #4, LLC, Interested Party, Pro se.

Super Saver Pharmacy #3, LLC, Interested Party, Pro se.

Super Saver Pharmacy #2, LLC, Interested Party, Pro se.

Super Saver Pharmacy LLC, Interested Party, Pro se.

Camacho Pharmacy Supply, Inc., Interested**[\*45]** Party, Pro se.

Estherville Drug, Inc. DBA Estherville Snyder Drug, Interested Party, Pro se.

Carrollwood Pharmacy, Interested Party, Pro se.

E Street Discount Pharmacy, Interested Party, Pro se.

Noble Pharmacy, Interested Party, Pro se.

Main Street Drug & Lakeside Pharmacy, Interested Party, Pro se.

Econo-Med Pharmacy, Inc, Interested Party, Pro se.

Cottrill's Pharmacy, Inc., Interested Party, Pro se.

Union City Pharmacy, Interested Party, Pro se.

Medical Pharmacy & Supply, Interested Party, Pro se.

Waverly Pharmacy, Interested Party, Pro se.

Marengo Community Pharmacy, Inc., Interested Party, Pro se.

Rider Pharmacy, Interested Party, Pro se.

Quincy Pharmacy, Interested Party, Pro se.

Harvard Family Physicians Pharmacy, Interested Party, Pro se.

Hoffman Drug-True Value, Interested Party, Pro se.

RP Healthcare, Inc., Interested Party, Pro se.

VM Pharmacy, Interested Party, Pro se.

Evans Pharmacy, Interested Party, Pro se.

BPRS, Inc. dba Avenue Pharmacy, Interested Party, Pro se.

Sooner Pharmacy of Davis, Inc., Interested Party, Pro se.

USave Pharmacy, Interested Party, Pro se.

Plateau Drugs, Inc., Interested Party, Pro se.

Bissell Pharmacy, Interested Party, Pro se.

Valley Mission Homecare Pharmacy, Interested**[\*46]** Party, Pro se.

Bird's Hill Pharmacy, Inc., Interested Party, Pro se.

Duncan's Pharmacy, Inc., Interested Party, Pro se.

E&M Pharmacy, Interested Party, Pro se.

Anthony Pharmacy, Interested Party, Pro se.

M&M Pharmacy Corp dba Continental Drugs, Interested Party, Pro se.

Wilson Pharmacy, Interested Party, Pro se.

Concord Pharmacy, Inc., Interested Party, Pro se.

Bridges & James, Inc., DBA, Wannamaker Drug, Interested Party, Pro se.

Sherry's Discount Drug, Interested Party, Pro se.

RPB Pharmacy, Inc., DBA Pharmahealth Pharmacy, Interested Party, Pro se.

Pharmahealth Heuthorn, Inc., Interested Party, Pro se.

Pharmahealth Long Term Care, Inc., Interested Party, Pro se.

Seitz Drug Company, Inc., Interested Party, Pro se.

P&S Pharmacy LLC dba Wurtsboro Pharmacy, Interested Party, Pro se.

McLoud Clinic Pharmacy, Interested Party, Pro se.

Mark's Family Pharmacy, Interested Party, Pro se.

Minooka Pharmacy, Inc., Interested Party, Pro se.

Seeley Swan Pharmacy, Interested Party, Pro se.

Parkhill Pharmacy, Inc. dba, Lopez Island Pharmacy, Interested Party, Pro se.

Turtle Lake Rexall Drug, Interested Party, Pro se.

Osborn Drugs, Inc., Interested Party, Pro se.

Hayen Pharmacies, P.A. dba Paul's Pharmacy, Interested Party,**[\*47]** Pro se.

Millersburg Pharmacy, Inc., Interested Party, Pro se.

Perry Drug, Inc., Interested Party, Pro se.

Liberty Drug, Interested Party, Pro se.

Pharmacy Services, Inc., Interested Party, Pro se.

Greenville Drug Store, Inc., Interested Party, Pro se.

Family Pharmacy & Med Serv International, Interested Party, Pro se.

Standard Pharmacy, Interested Party, Pro se.

Standard Pharmacy @ HealthFirst, Interested Party, Pro se.

Paris Apothecary, LLC, Interested Party, Pro se.

Johnson Drug aka Johnson Compounding and Wellness Center, Interested Party, Pro se.

Apothecare Pharmacy LLC, Interested Party, Pro se.

Lamas Drug, Inc. DBA Barre Family Pharmacy, Interested Party, Pro se.

Acton Pharmacy, Inc., Interested Party, Pro se.

Towne Pharmacy of Rincon, LLC, Interested Party, Pro se.

Perham Health Retail Pharmacy, Interested Party, Pro se.

Loris Drug Store, Inc., Interested Party, Pro se.

Adams Pharmacy, Inc., Interested Party, Pro se.

Malheur Drug, Inc., Interested Party, Pro se.

Great Oak Pharmacy, Interested Party, Pro se.

Thompson Pharmacy & Medical, Interested Party, Pro se.

Lexar Corporation, Interested Party, Pro se.

Scepter Pharmacy, Interested Party, Pro se.

Focus Respiratory, Inc., Interested Party, Pro se.**[\*48]**

Headland Discount Pharmacy, Interested Party, Pro se.

Hartig Drug Company, Inc., Interested Party, Pro se.

Doganieros Pharmacy Inc., Interested Party, Pro se.

Marshland Pharmacy, Inc., Interested Party, Pro se.

Tuttle's Pharmacy, Inc., Interested Party, Pro se.

Professional Pharmacy LLC, Interested Party, Pro se.

Prescription Center LLC, Interested Party, Pro se.

North Pole Prescription Lab. Inc., Interested Party, Pro se.

Peak Pharmacy Inc., Interested Party, Pro se.

Mifflintown Pharmacy Inc., Interested Party, Pro se.

Dollex Pharmacy, Interested Party, Pro se.

Dunes Family Pharmacy Inc., Interested Party, Pro se.

Roberds Pharmacy, Interested Party, Pro se.

East End Pharmacy,Inc., Interested Party, Pro se.

Hankinson Drug,Inc., Interested Party, Pro se.

J.E. Pierce Apothecary and Compound, Interested Party, Pro se.

Weatherly Area Community Pharmacy, Interested Party, Pro se.

Nash Drugs,Inc., Interested Party, Pro se.

Matthewson Drug Co., Interested Party, Pro se.

City Drug Co, Interested Party, Pro se.

MedPark Pharmacy,Inc., Interested Party, Pro se.

Tanglewood Pharmacy,Inc., Interested Party, Pro se.

RJT Pharmacy,Inc. DBA The Medicine Shoppe #0500, Interested Party, Pro se.

Gateway Pharmacy, Interested Party,**[\*49]** Pro se.

Family Pharmacy of Dover,LLC, Interested Party, Pro se.

The Compounding Shoppe, Interested Party, Pro se.

The Medicine Shoppe, Interested Party, Pro se.

Wood Pharmacy, Interested Party, Pro se.

Mill Run Community Pharmacy, Interested Party, Pro se.

Jonestown Pharmacy, Interested Party, Pro se.

Healthlink Pharmacy, Interested Party, Pro se.

Pharma LLC DBA Sebring Pharmacy, Interested Party, Pro se.

Fisherville Pharmacy,LLC, Interested Party, Pro se.

Bucklow Pharmacy,Inc., Interested Party, Pro se.

Immediate Pharmaceutical Services,Inc., Interested Party, Pro se.

Towne Drugs Inc., Interested Party, Pro se.

Discount Drug Mart,Inc., Interested Party, Pro se.

Star Medical Center Pharmacy, Interested Party, Pro se.

Holst Pharmacy d/b/a The Medicine Store, Interested Party, Pro se.

Krittenbrink Pharmacy, Interested Party, Pro se.

Pharm-A-Save Inc., Interested Party, Pro se.

Sumpter Pharmacy,Inc., Interested Party, Pro se.

Medicap Pharmacy, Interested Party, Pro se.

Pineland Pharmacy, Interested Party, Pro se.

Yorkville Drugstore, Interested Party, Pro se.

Ider Discount Drugs,Inc., Interested Party, Pro se.

Donlon Healthmart Pharmacy, Interested Party, Pro se.

R&M Drugs, Interested Party, Pro se.

Hawco,Inc.**[\*50]** dba Ver Helst Drug Center, Interested Party, Pro se.

West Pointe Pharmacy, Interested Party, Pro se.

Minersville Pharmacy, Interested Party, Pro se.

Orange Pharmacy, Interested Party, Pro se.

Kansas Pharmacy LLC, Interested Party, Pro se.

Catoosa Family Pharmacy,LLC, Interested Party, Pro se.

Four Star Drug of Bethany,Inc., Interested Party, Pro se.

Trumm Drug,Inc., Interested Party, Pro se.

Lindsay Drug Co.,Inc., Interested Party, Pro se.

Elliott Plaza Pharmacy,LLC, Interested Party, Pro se.

Valley Pharmacy, Interested Party, Pro se.

Inola Drug Inc., Interested Party, Pro se.

Family Drug, Interested Party, Pro se.

Bouvier Pharmacy Inc., Interested Party, Pro se.

Brown's Main Street Pharmacy,Inc., Interested Party, Pro se.

Langston Drug Store, Interested Party, Pro se.

Ron's Pharmacy,Inc., Interested Party, Pro se.

WPR Food Enterprises,LLC, Interested Party, Pro se.

Lawson Pharmacy, Interested Party, Pro se.

Powell Foods of 104th Street,LLC, Interested Party, Pro se.

Los Ebanos Pharmacies and Home Health Care,Inc., Interested Party, Pro se.

Robert Fox Inc, Interested Party, Pro se.

Wilderness Center Pharmacy Inc., Interested Party, Pro se.

Doctors Park Pharmacy, Interested Party, Pro se.

Louis Morgan Drugs**[\*51]** No. 5 Inc., Interested Party, Pro se.

Vet's Oil Company Inc, Interested Party, Pro se.

Kems Pharmacy/optiMed Pharmacy/D&C enterprise Inc., Interested Party, Pro se.

Elkton Family Pharmacy, Interested Party, Pro se.

MJKL Enterprises,MJKL Enterprises Midwest,Pizza Revolucion,and Frontier Star, Interested Party, Pro se.

Clayton Hometown Pharmacy, Interested Party, Pro se.

Patient Care Pharmacy, Interested Party, Pro se.

Stop-N-Go Foodmart, Interested Party, Pro se.

Elmer Hometown Pharmacy, Interested Party, Pro se.

Lindberg Pharmacy, Interested Party, Pro se.

Lindenwold Hometown Pharmacy, Interested Party, Pro se.

Trader Gus Shell, Interested Party, Pro se.

Central Avenue Pharmacy Inc., Interested Party, Pro se.

Matlack Hometown Pharmacy, Interested Party, Pro se.

Riverside Hometown Pharmacy, Interested Party, Pro se.

Buy For Less Discount Pharmacy dba Sheridan Express Pharmacy, Interested Party, Pro se.

Spruce Mountain Pharmacy, Interested Party, Pro se.

Byard-Mercer Pharmacy, Interested Party, Pro se.

Community Pharmacy,Inc., Interested Party, Pro se.

Total Care Pharmacy, Interested Party, Pro se.

Glenview Apothecary Inc., Interested Party, Pro se.

The Medicine Shoppe, Interested Party, Pro se.

Dairyland**[\*52]** Depot, Interested Party, Pro se.

Jordan Pharmacy Inc., Interested Party, Pro se.

Medicine Shoppe and Washington Healthmart, Interested Party, Pro se.

Gore Green County Drug,Inc., Interested Party, Pro se.

The Medicine Shoppe, Interested Party, Pro se.

Nicson,Inc. and Abrams BP,Inc., Interested Party, Pro se.

Family Pharmacy of Chester LLC dba Victor Drugs Healthmart, Interested Party, Pro se.

Prairie Drug, Interested Party, Pro se.

Westpark Discount Pharmacy, Interested Party, Pro se.

The Country Squire Disc. Pharmacy,Inc., Interested Party, Pro se.

Mike Biehl D.B.A. Golden Sands Mini Mart, Interested Party, Pro se.

City Limits C-Store, Interested Party, Pro se.

Glen Ed Pharmacy, Interested Party, Pro se.

Trilogy Health Care,LLC, Interested Party, Pro se.

Upper Darby Pharmacy, Interested Party, Pro se.

Double Quick Inc.,Gresham Service Stations and Tobacco Quick, Interested Party, Pro se.

Coleman Oil Company, Interested Party, Pro se.

Vanderheyden Enterprise LLC, Interested Party, Pro se.

S&K Med Pharmacy, Interested Party, Pro se.

M.W.S. Enterprises,Inc., Interested Party, Pro se.

Jon's Drug Inc., Interested Party, Pro se.

Peakside Pharmacy Care Center, Interested Party, Pro se.

Thompson Oconto Enterprises**[\*53]** Inc., Interested Party, Pro se.

Nord's Pharmacy & Gifts Inc., Interested Party, Pro se.

Gresham Petroleum Co.,Gresham McPherson Oil Co.,Quick 7 Star,Triple Stop,One Stop Market,Windham Service Station,and Byrd Service Station, Interested Party, Pro se.

Kidd Healthmart Drug Co.,Inc., Interested Party, Pro se.

Pilot Travel Centus LLC, Interested Party, Pro se.

R&Q Corporation, Interested Party, Pro se.

MTG Management Inc, Interested Party, Pro se.

Lawrence Drug Inc., Interested Party, Pro se.

Kidsmeds Pharmacy, Interested Party, Pro se.

Dundee Pharmacy, Interested Party, Pro se.

R&R Health Care Solutions,Inc., Interested Party, Pro se.

Salem Crossroads Apothecary, Interested Party, Pro se.

Jeffrey P. Biddle Inc. dba Village Pharmacy, Interested Party, Pro se.

Investing Associates Inc., Interested Party, Pro se.

Keystone Pharmacy, Interested Party, Pro se.

Meadow Valley Pharmacy, Interested Party, Pro se.

Golden Cove Pharmacy, Interested Party, Pro se.

Quick Check Convenience Store,Inc., Interested Party, Pro se.

Tunkhannock Compounding Center, Interested Party, Pro se.

Pill Box Inc., Interested Party, Pro se.

Quick Check Corp., Interested Party, Pro se.

Kirk's Pharmacy,Inc., Interested Party, Pro se.

Winola**[\*54]** Pharmacy, Interested Party, Pro se.

Kirk's Pharmacy at Sunrise, Interested Party, Pro se.

Konicki Pharmacy, Interested Party, Pro se.

Steaks N Stuff Lincoln, Interested Party, Pro se.

IDM Pharmacy/Dollar Maven, Interested Party, Pro se.

Kirk's Pharmacy at Hartland, Interested Party, Pro se.

Towne Drugs Inc., Interested Party, Pro se.

Country Yankee Grocer, Interested Party, Pro se.

Goody Koontz Drug Store Inc., Interested Party, Pro se.

Yorkville Drugstore, Interested Party, Pro se.

Getman-Apothecary Shoppe, Interested Party, Pro se.

Pharmacy World Inc., Interested Party, Pro se.

FMS Pharmacy, Interested Party, Pro se.

Leon's Medical Clinic Pharmacy, Interested Party, Pro se.

By-Lo Oil Co.,Speedy Q Markets,Inc. Craig Food Stores,Inc. and Lawrence Oil Co., Interested Party, Pro se.

English Plaza Pharmacy, Interested Party, Pro se.

Shop-N-Go, Interested Party, Pro se.

Montevallo Drug, Interested Party, Pro se.

Brighton-Eggert Pharmacy, Interested Party, Pro se.

RTTF Enterprises, Interested Party, Pro se.

Northern Bedford Pharmacy, Interested Party, Pro se.

Brabham Oil Co.,Inc., Interested Party, Pro se.

J&S Professional Pharmacy,Inc., Interested Party, Pro se.

Hampton Allied Pharmacy, Interested Party, Pro**[\*55]** se.

Esco Drug Co., Interested Party, Pro se.

North Scranton CFM LLC, Interested Party, Pro se.

Little Five Points Pharmacy Inc., Interested Party, Pro se.

Galva Pharmacy, Interested Party, Pro se.

Thrifty Drug Stores,Inc., Interested Party, Pro se.

Nebraska Grocery Industry Association,Inc., Interested Party, Pro se.

Southall Pharmacy,PLLC, Interested Party, Pro se.

Dusini Drug Inc., Interested Party, Pro se.

Bull City Homebrew, Interested Party, Pro se.

Foster's Eastside Pharmacy, Interested Party, Pro se.

Hartig Drug Company,Inc., Interested Party, Pro se.

Corner Pharmacy,LLC, Interested Party, Pro se.

Madison Pharmacy, Interested Party, Pro se.

Curtis Convenience Stores,Inc., Interested Party, Pro se.

Reed's Family Pharmacy, Interested Party, Pro se.

Island Pharmacy, Interested Party, Pro se.

Liebe Drug Inc., Interested Party, Pro se.

Suburban Pharmacy, Interested Party, Pro se.

Speedy Car Wash,LLC, Interested Party, Pro se.

Pharmacy Center, Interested Party, Pro se.

Thrifty Way Pharmacy of St. Martinville, Interested Party, Pro se.

Mission Trail Oil Co., Interested Party, Pro se.

Robinson Oil Corp., Interested Party, Pro se.

Schmidt Oil Co.,Inc., Interested Party, Pro se.

Fabulous Freddy's, Interested**[\*56]** Party, Pro se.

Northwest Petroleum,LP, Interested Party, Pro se.

Braker Park,LP, Interested Party, Pro se.

Farmacia CDT Cayey, Interested Party, Pro se.

M & D Star Drug Inc., Interested Party, Pro se.

LeeMak 529,LLC, Interested Party, Pro se.

LeeMak Jarrell,LLC, Interested Party, Pro se.

LeeMak Normandy,LLC, Interested Party, Pro se.

LeeMak Lakeline,LLC, Interested Party, Pro se.

LeeMak Teravista,LLC, Interested Party, Pro se.

Westbrook Park Pharmacy, Interested Party, Pro se.

Galeton Drug, Interested Party, Pro se.

LeeMak St John,LLC, Interested Party, Pro se.

LeeMak Wilson,LLC, Interested Party, Pro se.

Corkreans The Pharmacist, Interested Party, Pro se.

LeeMak Beechnut,LLC, Interested Party, Pro se.

Canby Drug & Gifts, Interested Party, Pro se.

Weick's Pharmacy, Interested Party, Pro se.

North Dallas Petroleum,LP, Interested Party, Pro se.

Hideg Pharmacy Inc., Interested Party, Pro se.

Toms One Stop, Interested Party, Pro se.

Main Street Apothecary, Interested Party, Pro se.

LB Metcalf,Inc, Interested Party, Pro se.

Bolton's Pharmacy II,Inc, Interested Party, Pro se.

Old Corner Drug, Interested Party, Pro se.

Island Drug, Interested Party, Pro se.

David Michael Foods Inc, Interested Party, Pro se.

Minersville**[\*57]** Pharmacy, Interested Party, Pro se.

Jeffrey Michael Foods Inc, Interested Party, Pro se.

William Michael Foods Inc, Interested Party, Pro se.

Ken's Pharmacy, Interested Party, Pro se.

Cynthia D Lee Enterprises Inc, Interested Party, Pro se.

OrangeSubway Inc., Interested Party, Pro se.

Stilwell Pharmacy, Interested Party, Pro se.

Hometown Subways, LLC, Interested Party, Pro se.

Medic Pharmacy, Interested Party, Pro se.

Johnston Drug, Inc., Interested Party, Pro se.

Randy's Pharmacy, Inc., Interested Party, Pro se.

C & B Warehouse Distributing, Inc., Interested Party, Pro se.

The Corner Drug Store, Interested Party, Pro se.

P & P Marketplace dba Pump & Pantry, Interested Party, Pro se.

Hospital Pharmacy, Inc., Interested Party, Pro se.

Trag Industries Incorporated, Interested Party, Pro se.

Linden Drug Co., Inc., Interested Party, Pro se.

Hometown subways, LLC, Interested Party, Pro se.

Doyle's Drug, Interested Party, Pro se.

Redinger Pharmacy, Interested Party, Pro se.

Trinity & Zamora Investments Inc, Interested Party, Pro se.

Dunaway's Imperial Pharmacy, Interested Party, Pro se.

Ike's 25th Street Exxon, Interested Party, Pro se.

Ike's Airport Garage, Interested Party, Pro se.

Zitomer - Z Chemists - Thriftway**[\*58]** Far Rockaway Drug, Interested Party, Pro se.

Ikes Airport Sunoco, Interested Party, Pro se.

Friends Pharmacy, Inc., Interested Party, Pro se.

Ike's Shell, Interested Party, Pro se.

Valley Pharmacy, Interested Party, Pro se.

Five J's Service CO LLC, Interested Party, Pro se.

Bob Johnson's Pharmacy, Interested Party, Pro se.

Subway #14951, Interested Party, Pro se.

Tahoka Drug, Interested Party, Pro se.

Ross Fogg Fuel Oil Company, Interested Party, Pro se.

Prescriptions Compunding Pharmacy, Interested Party, Pro se.

Hoagies, Inc. dba Subway, Interested Party, Pro se.

Budny Humidifier, Interested Party, Pro se.

Eagle Petroleum, Interested Party, Pro se.

Budny Fuel Oil Company, Interested Party, Pro se.

JW Pierson Co, Interested Party, Pro se.

Super Subways Inc, Interested Party, Pro se.

Mazzo Oil, Interested Party, Pro se.

Vatterman's Sand Point Pharmacy, Interested Party, Pro se.

GMD Services, Inc., Interested Party, Pro se.

Theraderm, Inc., Interested Party, Pro se.

Deull Fuel Company, Interested Party, Pro se.

Z-Stop Drugs, Inc., Interested Party, Pro se.

Lakeview Pharmacy, Interested Party, Pro se.

LeMars Subway Inc., Interested Party, Pro se.

Foulk's Service Inc, Interested Party, Pro se.

Smith Drug, PLLC,**[\*59]** Interested Party, Pro se.

TMB Corporation, Interested Party, Pro se.

jada prooperties, Interested Party, Pro se.

Hominy Rexall, Inc., Interested Party, Pro se.

Jasland, Inc dba Subway Sandwich Shop, Interested Party, Pro se.

Merwin Long Term Care, Inc., Interested Party, Pro se.

V & P Inc, Interested Party, Pro se.

Rushville Pharmacy, Interested Party, Pro se.

Puckett Discount Pharmacy, Interested Party, Pro se.

marty inc dba subway, Interested Party, Pro se.

WB Drug, Interested Party, Pro se.

South Miami Pharmacy, Inc., Interested Party, Pro se.

South Miami Pharmacy II, Inc., Interested Party, Pro se.

South Miami Pharmacy Compounding, LLC, Interested Party, Pro se.

Hutton Pharmacy, Interested Party, Pro se.

Payne Family Pharmacy, Interested Party, Pro se.

Greenwood-Stearns Enterprises, Interested Party, Pro se.

GDK Enterprises, Inc., Interested Party, Pro se.

Harvard Family Physicians Pharmacy, Interested Party, Pro se.

SVG Enterprises Inc, Interested Party, Pro se.

Subway of Ozarks Eldon, Interested Party, Pro se.

Martin's Pharmacy, Interested Party, Pro se.

Quick Meds Express Pharmacy, Interested Party, Pro se.

Subco Enterprises Inc, Interested Party, Pro se.

Martin's Pharmacy in Piggly Wiggly, Interested**[\*60]** Party, Pro se.

nchise Owner, Interested Party, Pro se.

Eichelberger Subs Inc., Interested Party, Pro se.

Medicap Pharmacy #8011, Interested Party, Pro se.

Spurgeon's 66 Service, Interested Party, Pro se.

Medicap Pharmacy #8036, Interested Party, Pro se.

VCM Inc., Interested Party, Pro se.

Oberlin Subway Inc, Interested Party, Pro se.

Medicap Pharmacy #8043, Interested Party, Pro se.

Clairmont Development, Inc dba Subway #23607, Interested Party, Pro se.

Bomber, Inc. DBA Subway, Interested Party, Pro se.

Medicap Pharmacy #8052, Interested Party, Pro se.

Medicap Pharmacy #8057, Interested Party, Pro se.

Clairmont Capital Corp dba Subway #23529, Interested Party, Pro se.

subway, Interested Party, Pro se.

Lo Cost Pharmacy, Interested Party, Pro se.

NB Subs, LLC, Interested Party, Pro se.

Getzville Subs, LLC, Interested Party, Pro se.

Blount Discount Pharmacy, Inc., Interested Party, Pro se.

Medicap Pharmacy #8287, Interested Party, Pro se.

DeBlaquiere Ent. Inc., doing business as White Cross Pharmacy, Interested Party, Pro se.

Terrence J McMorrow dba Subway, Interested Party, Pro se.

Mullins Pharmacy, Interested Party, Pro se.

Sioux Falls Subway, Inc., Interested Party, Pro se.

Leier Investments, Inc. DBA Subway**[\*61]** Sandwiches, Interested Party, Pro se.

Joslyn's Food Center, Interested Party, Pro se.

RCM Subs, Inc., Interested Party, Pro se.

F & M Morton Co, Interested Party, Pro se.

D. Gigme, Inc., Interested Party, Pro se.

Sherman Enterprises Inc., Interested Party, Pro se.

Terrence McMorrow dba Subway, Interested Party, Pro se.

North Coast Subway Inc., Interested Party, Pro se.

J A Hoover Associates Inc, Interested Party, Pro se.

Discover Subway Inc., Interested Party, Pro se.

Dinero Inc, Interested Party, Pro se.

SharJen Inc. d/b/a Subway, Interested Party, Pro se.

JL Subs Inc, Interested Party, Pro se.

Scott County Pharmacy, Inc., Interested Party, Pro se.

Newport Subway Inc, Interested Party, Pro se.

Nicholasville Pharmacy Services Inc., Interested Party, Pro se.

North Bernen Pharmacy, Interested Party, Pro se.

Subway stores 228089 and 39268, Interested Party, Pro se.

Kenmar Pharmacy Inc., Interested Party, Pro se.

Poole's Pharmacy Inc., Interested Party, Pro se.

T&M Pharmacy, Inc., Interested Party, Pro se.

Five Rivers Subs Inc, Interested Party, Pro se.

E&L Subway Sandwich Shop Inc., Interested Party, Pro se.

Howell Mill Pharmacy, Inc., Interested Party, Pro se.

Eagleridge Subs Inc., Interested Party, Pro se.**[\*62]**

Moore Pharmacy, Interested Party, Pro se.

Murphy Subs Inc., Interested Party, Pro se.

Moden-Giroux Inc. dba Thee Barker Store, Interested Party, Pro se.

Subway #27630, Interested Party, Pro se.

Massachusetts Independent Pharmacists Association, Interested Party, Pro se.

Summit Park Pharmacy Inc., Interested Party, Pro se.

Keyes Drug, Inc., Interested Party, Pro se.

West Pueblo Subs Inc., Interested Party, Pro se.

Lockport Pharmacy Inc. dba Lockport Home Medical Equipment, Interested Party, Pro se.

Gibsons Pharmacy / Medical Arts Pharmacy, Interested Party, Pro se.

Moden-Giroux Inc. dba Transit Hill Pharmacy, Interested Party, Pro se.

Great Oak Pharmacy, Interested Party, Pro se.

Rosenkrans Pharmacy Inc. dba Hilton Family Pharmacy, Interested Party, Pro se.

MNZ Inc, Interested Party, Pro se.

Rosenkrans Pharmacy Inc. dba Oakfield Family Pharmacy, Interested Party, Pro se.

Pueblo Subway Inc., Interested Party, Pro se.

Rosenkrans Pharmacy Inc., Interested Party, Pro se.

Hipp Drug, Interested Party, Pro se.

Hyde Druge Store, Interested Party, Pro se.

D & G Duncan Ent. Inc., Interested Party, Pro se.

Tura's Pharmacy Inc., Interested Party, Pro se.

KRSNA Inc., Interested Party, Pro se.

Letourneau's Pharmacy Inc.,**[\*63]** Interested Party, Pro se.

Cayucos Pharmacy, Interested Party, Pro se.

Keystone Pharmacy Alliance, Interested Party, Pro se.

Thorson LLC dba Subway, Interested Party, Pro se.

Bridges & James Inc. dba Wannamaker Drug, Interested Party, Pro se.

Subway #36165, Inc., Interested Party, Pro se.

R&S Drug Stores, Inc., Interested Party, Pro se.

TDC Enterprises, LP, Interested Party, Pro se.

Pasadena Pharmacy, Interested Party, Pro se.

Satdad Subway, Interested Party, Pro se.

Sai Subway, Interested Party, Pro se.

Motihera Inc., Interested Party, Pro se.

Bragdon & Company Inc, Interested Party, Pro se.

SKV Inc, Interested Party, Pro se.

GM Towers, Inc, Interested Party, Pro se.

Highhouse Oil Co., Inc., Interested Party, Pro se.

Riggs Oil Company, Interested Party, Pro se.

Vandegrift Investment Corp., Interested Party, Pro se.

Convenient Food Mart #175, Inc., Interested Party, Pro se.

FEBE Brothers, Ltd., Interested Party, Pro se.

Genaud Drugs LLC, Interested Party, Pro se.

MH Commonwealth, Inc., Interested Party, Pro se.

Denville Sub LLC, Interested Party, Pro se.

Haledon Sub LLC, Interested Party, Pro se.

The Learning Tree, LLC, Interested Party, Pro se.

Yorkville Drugstore, Interested Party, Pro se.

Cochran Brothers**[\*64]** Co., Interested Party, Pro se.

Towne Drugs, Inc., Interested Party, Pro se.

Woolpets, LLC, Interested Party, Pro se.

Indeliclae LLC dba Ebenezer Books, Interested Party, Pro se.

Northgate Cinema, Inc., Interested Party, Pro se.

Kwik Chek Food Stores, Inc., Interested Party, Pro se.

Pennsylvania Toy Academy & Party Shop, Inc., Interested Party, Pro se.

Wymore Superette, Interested Party, Pro se.

Lowry's Books, Interested Party, Pro se.

Wymore Liquor LLC, Interested Party, Pro se.

Cusick Corporation, Interested Party, Pro se.

Vintners Distributors, Inc., Interested Party, Pro se.

Midwest Petroleum Company, Interested Party, Pro se.

Nakash Enterprises, LLC, Interested Party, Pro se.

Panama Mainstreet Corp., Interested Party, Pro se.

Dougs Hometown Foods, Interested Party, Pro se.

Stompin Grounds Plus, Inc. dba Aunt Bea's Pantry, Interested Party, Pro se.

Doc's Deli'licious, Interested Party, Pro se.

Collamer Stop & Shop, Interested Party, Pro se.

Jimmy Kwik Store, Interested Party, Pro se.

Citgo Quick Mart, Interested Party, Pro se.

Mason Corporation, Interested Party, Pro se.

Westhall Inc., Interested Party, Pro se.

Dragon's Toy Box LLC, Interested Party, Pro se.

GPMS Inc. dba Wind Up Here, Interested Party,**[\*65]** Pro se.

Clark's Pharmacy, Interested Party, Pro se.

Pedretti, Inc., Interested Party, Pro se.

Dabblers LLC, Interested Party, Pro se.

Sperring Enterprises Inc. dba Burlingame Valero, Interested Party, Pro se.

Family Rexall Drug, Interested Party, Pro se.

Thomas Myers, Interested Party, Pro se.

Hollin Hall Automotive Services, Inc., Interested Party, Pro se.

Parker's, Interested Party, Pro se.

Don Ritter Group - Ritter Express Pharmacy, Interested Party, Pro se.

TSP Enterprises LLC dba Dorsett Mobil, Interested Party, Pro se.

Just Imagine Toys, Interested Party, Pro se.

Mabardy Oil Inc. Salisbury Mini Mart Inc., Seabrok One Stop, Inc., Interested Party, Pro se.

Steaks N' Stuff PI, Interested Party, Pro se.

Book House of Stuyveant Plaza, Inc., Interested Party, Pro se.

Pester Marketing, Interested Party, Pro se.

Moody Book Corporation, Interested Party, Pro se.

kiddywampus, Interested Party, Pro se.

Thompson Oconto Enterprises, Inc., Interested Party, Pro se.

Stevenson's Hi-Pointe Standard Service Inc., Interested Party, Pro se.

Clifford's Pet Specialties, Interested Party, Pro se.

More Than Convenience, Interested Party, Pro se.

Kay Jays Doll Shoppe, Interested Party, Pro se.

Calico cat Toy Shoppe, Interested**[\*66]** Party, Pro se.

Nutfield Trading, LLC dba Troy Country Store, Interested Party, Pro se.

Sutton Superette, LLC, Interested Party, Pro se.

Buddy's Mini-Marts, Interested Party, Pro se.

Wayside South LLC, Interested Party, Pro se.

Children's World Uniform Supply, Interested Party, Pro se.

Integrity Auto, Interested Party, Pro se.

Wayside, Inc., Interested Party, Pro se.

Captus LLc dba Earth Explorer Toys, Interested Party, Pro se.

Mazen Owydat, Interested Party, Pro se.

Inter Island Petroleum, Inc., Interested Party, Pro se.

Melrose Pharmacy, Interested Party, Pro se.

Flowerama, Interested Party, Pro se.

Play Clothes, LLC, Interested Party, Pro se.

Home Oil Company, LLC, Interested Party, Pro se.

Ports Petroleum Co., Interested Party, Pro se.

Steve's Madhouse Market Inc., Interested Party, Pro se.

Meeks Mart, Interested Party, Pro se.

Driver Heating Oil, Inc, Interested Party, Pro se.

Pyramid Books, Interested Party, Pro se.

E & S Service LLC dba Community Exxon, Interested Party, Pro se.

Waters Auto Centers Inc. dba McCausland Auto Center & dba Kirkwood Service Center, Interested Party, Pro se.

Degen Properties, Inc., Interested Party, Pro se.

Texas Trail Market, Interested Party, Pro se.

Swarthmore College**[\*67]** Bookstore, Interested Party, Pro se.

Franchisee 7-Eleven, Interested Party, Pro se.

Medicap Pharmacy, Interested Party, Pro se.

Citgo Quik Mart, Interested Party, Pro se.

In Gathering, Inc., Interested Party, Pro se.

PL Squared, Inc., Interested Party, Pro se.

For Little Pub Holdings, LLC, Interested Party: Sherli Shamtoub, Brownstein Hyatt Farber Schreck, LLP, Los Angeles, CA.

City of De Pere, Interested Party, Pro se.

Hansen's AutoCare, Inc., Interested Party, Pro se.

Dollar General Corporation, Interested Party, Pro se.

The Trading Post LLC, Interested Party, Pro se.

Tommy Bahama Group, Inc., Interested Party, Pro se.

The Association of Kentucky Fried Chicken Franchisees, Inc., Interested Party, Pro se.

Sugartown Worldwide LLC, Interested Party, Pro se.

Oxford Industries, Inc., Interested Party, Pro se.

Sheetz, Inc., Interested Party, Pro se.

Waffle House, Inc., Interested Party, Pro se.

Ozark Waffles, LLC, Interested Party, Pro se.

East Coast Waffles, Inc., Interested Party, Pro se.

Mid South Waffles, Inc., Interested Party, Pro se.

Midwest Waffles, Inc., Interested Party, Pro se.

Pizzoli LLC, Interested Party, Pro se.

Pilot Travel Centers LLC, Interested Party, Pro se.

National Association of Convenience**[\*68]** Stores, Interested Party, Pro se.

For National Association of Convenience Stores, Interested Party: Daniel Hume, David E. Kovel, Meghan Joan Summers, Kirby McInerney LLP, New York, NY; Eric Citron, Goldstein & Russell P.C., Bethesda, MD; Thomas Goldstein, Goldstein & Russell, P.C., Bethesda, MD.

C.N. Brown Company, Interested Party, Pro se.

Tommy Bahama R&R Holdings, Inc., Interested Party, Pro se.

Northbrook Seafood LLC, Interested Party, Pro se.

Melcar, Inc., Interested Party, Pro se.

Petterino's LLC, Interested Party, Pro se.

Eiffel Tower LLC, Interested Party, Pro se.

Vegas Tapas LLC, Interested Party, Pro se.

One Fin, Inc., Interested Party, Pro se.

Water Tower Place Restaurants LP, Interested Party, Pro se.

Hough Petroleum Corp., Interested Party, Pro se.

Bob Brandi Stations, Inc., Interested Party, Pro se.

Eat in the Mall Too, Inc., Interested Party, Pro se.

Tucci of Arizona, LP, Interested Party, Pro se.

Reston Canteen LLC, Interested Party, Pro se.

Labone, Inc. DBA Tucci Benucch, Interested Party, Pro se.

Labone Limited Partnership, Interested Party, Pro se.

Dearborn Hubbard LLC, Interested Party, Pro se.

Tucci of Minnesota, Inc., Interested Party, Pro se.

Joe's Stone Crab of Chicago LLC, Interested**[\*69]** Party, Pro se.

Joe's of Las Vegas LLC, Interested Party, Pro se.

Phase One LLC, Interested Party, Pro se.

Make It Special LLC, Interested Party, Pro se.

Shaw's Schaumburg LLC, Interested Party, Pro se.

Vegas Tapas LLC, DBA Stripburger, Interested Party, Pro se.

LGO Santa Monica LLC, Interested Party, Pro se.

L. Woods LLC, Interested Party, Pro se.

M Street Kitchen LLC, Interested Party, Pro se.

Lettuce Entertain You Enterprises, Inc., Interested Party, Pro se.

Lettuce Entertain You Enterprises, Inc. DBA Lettuce Frequent Diner's Club, Interested Party, Pro se.

Lettuce Wine Club LLC, DBA Lettuce Wine Cellars, Interested Party, Pro se.

Phase One LLC, DBA M Burger, Interested Party, Pro se.

OVS LLC, DBA M Burger Ontario, Interested Party, Pro se.

M Burger Thompson LLC, DBA M Burger Thompson, Interested Party, Pro se.

Just B'Claws, Inc., Interested Party, Pro se.

Water Tower Place Restaurants LP, DBA M Burger Water Tower, Interested Party, Pro se.

M Street Kitchen LLC, DBA M Street Kitchen, Interested Party, Pro se.

Just B'Claws, Inc., DBA Shaw's Crab House - Chicago, Interested Party, Pro se.

Jessica's High Ceilings, Inc., Interested Party, Pro se.

The Crepe Stand LLC, DBA Magic Pan Crepe Stand, Interested**[\*70]** Party, Pro se.

Magic Pan Northbrook LLC, DBA Magic Pan Crepe Stand, Interested Party, Pro se.

Osteria Wheeling LLC, Interested Party, Pro se.

Magic Pan - Ridgedale LLC, DBA Magic Pan Crepe Stand - Ridgedale, Interested Party, Pro se.

Kremeworks Hawaii LLC, Interested Party, Pro se.

Water Tower Place Restaurants LP, DBA Mity Nice Grill, Interested Party, Pro se.

Kremeworks Oregon LLC, Interested Party, Pro se.

Mon Ami Bethesda LLC, DBA Mon Ami Gabi - Bethesda, Interested Party, Pro se.

Kremeworks Oregon LLC, DBA Krispy Kreme- Clackamas, Interested Party, Pro se.

Kremeworks Oregon LLC, DBA Krispy Kreme- Beaverton, Interested Party, Pro se.

La Creme, Inc., DBA Mon Ami Gabi - Chicago, Interested Party, Pro se.

Mon Ami Gabi Development LLC, DBA Mon Ami Gabi - Oakbrook, Interested Party, Pro se.

Mon Ami Reston LLC, DBA Mon Ami Gabi - Reston, Interested Party, Pro se.

NFG Salem, LLC, Interested Party, Pro se.

NFG Portland, LLC, Interested Party, Pro se.

NFG Seattle, LLC, Interested Party, Pro se.

French Cafe LLC, DBA Mon Ami Gabi, Interested Party, Pro se.

Seal Pizza, LLC, Interested Party, Pro se.

Nacional LLC, DBA NACIONAL 27, Interested Party, Pro se.

OVS LLC, DBA OSTERIA VIA STATO/PIZZARIA, Interested Party,**[\*71]** Pro se.

EMB State LP, DBA PAPAGUS - CHICAGO, Interested Party, Pro se.

Papagus Oakbrook, Inc., DBA PAPAGUS - OAKBROOK, Interested Party, Pro se.

Petterino's LLC, DBA PETTERINO'S, Interested Party, Pro se.

Oak Brook Seafood LLC, DBA REEL CLUB, Interested Party, Pro se.

Lettuce Entertain You Enterprises, Inc., DBA RJ GRUNTS, Interested Party, Pro se.

River North Italian LLC, DBA RPM ITALIAN, Interested Party, Pro se.

Wildfire Eden Prairie LLC, DBA WILDFIRE - EDEN PRAIRIE, Interested Party, Pro se.

Wildfire Glenview LLC, DBA WILDFIRE - GLENVIEW, Interested Party, Pro se.

Wildfire, Inc., DBA WILDFIRE - LINCOLNSHIRE, Interested Party, Pro se.

Wildfire, Inc., DBA WILDFIRE - OAK BROOK, Interested Party, Pro se.

Wildfire Schaumburg LLC, DBA WILDFIRE - SCHAUMBURG, Interested Party, Pro se.

Wildfire Tysons LLC, DBA WILDFIRE - TYSON, Interested Party, Pro se.

Wow Bao Jackson LLC, DBA WOW BAO - JACKSON, Interested Party, Pro se.

Wow Bao Jackson LLC, DBA WOW BAO WIRELESS - JACKSON, Interested Party, Pro se.

Wow Bao 225 LLC, DBA WOW BAO-MICHIGAN, Interested Party, Pro se.

Wow Bao State Lake LLC, DBA WOW BAO - STATE AND LAKE, Interested Party, Pro se.

Wow Bao Buns LLC, DBA WOW BAO - WATERTOWER, Interested Party,**[\*72]** Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - ISSAQUAH, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - SPOKANE, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - NORTH SEATTLE, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - SODO, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - BURLINGTON, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - TACOMA, Interested Party, Pro se.

Kremeworks Washington LLC, DBA KRISPY KREME - PUYALLUP, Interested Party, Pro se.

Payson Professional Management Corp., Interested Party, Pro se.

MCL Main & Alma Restaurant, LLC, Interested Party, Pro se.

Christina Wallerstein, Interested Party, Pro se.

MCL Catalina Restaurant, Inc., Interested Party, Pro se.

Tucson Restaurants, Inc., Interested Party, Pro se.

MCL Tucson Alvernon Restaurant, Inc., Interested Party, Pro se.

Lincoln Skyline Deli, Interested Party, Pro se.

MCL Gilbert Road Restaurants, LLC, Interested Party, Pro se.

MCL Happy Valley Restaurant, LLC, Interested Party, Pro se.

MCL Camp Verde Restaurant, LLC, Interested Party, Pro se.

Showtop Restaurants, Inc., Interested Party, Pro se.

MCL River &**[\*73]** LaCholla Restaurant, LLC, Interested Party, Pro se.

Cumberland Farms, Inc & Gulf Oil Limited Partnership, Interested Party, Pro se.

MCL Country Club Restaurant, LLC, Interested Party, Pro se.

MCL Prescott Restaurants, LLC, Interested Party, Pro se.

MCL Enterprises, Inc., Interested Party, Pro se.

MCL Whiteriver Restaurant, LLC, Interested Party, Pro se.

Watermark Donut Company DBA Dunkin Donuts, Interested Party, Pro se.

Epstein Porter 2, LLC DBA Dunkin Donuts, Interested Party, Pro se.

Epstein Porter 1, LLC DBA Dunkin Donuts, Interested Party, Pro se.

David Michael's Salon, LLC, Interested Party, Pro se.

Zuri, Inc. DBA Dunkin Donuts / Baskin Robbins, Interested Party, Pro se.

Division "L" DBA Dunkin Donuts, Interested Party, Pro se.

Western "L" DBA Dunkin Donuts, Interested Party, Pro se.

Jordan Pizza, LLC, Interested Party, Pro se.

Dakota Direct Furniture, LLC, Interested Party, Pro se.

Maverik, Inc., Interested Party, Pro se.

Equilon Enterprises LLC, Interested Party, Pro se.

Motiva Enterprises LLC, Interested Party, Pro se.

Shimurima II, Inc., Interested Party, Pro se.

Shimurima, Inc., Interested Party, Pro se.

Gourmet Catalog Inc., Interested Party, Pro se.

Old Warsaw Restaurant, Interested Party,**[\*74]** Pro se.

Swarovski, Interested Party, Pro se.

For Managed Care Advisory Group, Inc., Interested Party: Joe R. Whatley, Jr., LEAD ATTORNEY, Patrick J. Sheehan, Whatley Drake & Kallas LLC, New York, NY.

For Heartland Payment Systems, Inc., Interested Party: Jason Brown, Ropes & Gray LLP, New York, NY; Seth C. Harrington, Ropes & Gray LLP, Boston, MA.

For Spectrum Settlement Recovery LLC, Interested Party: Eric L. Lewis, Lewis Baach PLLC, Washington, DC.

For Listed Entities, Interested Party: Daniel A. Sasse, Crowell & Moring LLP, Irvine, CA; Deborah E. Arbabi, PRO HAC VICE, Crowell & Moring LLP, Irvine, CA; Kelly T. Currie, Crowell & Moring, LLP, New York, NY.

For Class Action Recovery Services, Interested Party: Dennis M. Campbell, LEAD ATTORNEY, Mershon, Sawyer, Johnston, Dunwody & Cody, Miami, FL.

For Claims Compensation Bureau, LLC, Interested Party: Brian Dale Graifman, LEAD ATTORNEY, Borah, Goldstein, Altschuler, Nahins & Goidstein, P.C., New York, NY; Howard B. Sirota, LEAD ATTORNEY, Howard B. Sirota, Hollywood, FL.

For Stephen Greiner, Interested Party: Stephen William Greiner, LEAD ATTORNEY, Willkie Farr & Gallagher LLP, New York, NY.

For Gary Friedman, Interested Party: Gary B. Friedman,**[\*75]** LEAD ATTORNEY, Friedman Law Group LLP, New York, NY.

For Willkie Farr & Gallagher LLP, Interested Party: Robert J. Jossen, LEAD ATTORNEY, Swidler, Berlin, Shereff & Friedman, LLP, New York, NY.

For PNC Bank National Association, Interested Party: Frederick N. Egler, LEAD ATTORNEY, PRO HAC VICE, Reed Smith, Pittsburgh, PA; Jennifer P Snyder, Dilworth Paxson LLP, Philadelphia, PA.

For Carlison Transportation, Inc., Interested Party: Frederic S. Fox, LEAD ATTORNEY, Kaplan Fox & Kilsheimer LLP, New York, NY; Hae Sung Nam, Kaplan, Kilsheimer & Fox, LLP, New York, NY.

For Boss Dental Care PLLC, Interested Party: Anne Kristin Fornecker, LEAD ATTORNEY, Hilliard Munoz Gonzales LLP, Corpus Christi, TX; Bart D. Cohen, LEAD ATTORNEY, Berger & Montague, P.C., Philadelphia, PA; Donald S. Nation, Matthew C. Weiner, Steve D. Shadowen, LEAD ATTORNEYS, PRO HAC VICE, Hilliard & Shadowen LLP, Austin, TX; Linda P. Nussbaum, LEAD ATTORNEY, Nussbaum Law Group, PC, New York, NY; Brian M. Hogan, Michael J. Freed, PRO HAC VICE, Freed Kanner London & Millen LLC, Bannockburn, IL; Daniel Lawrence Berger, Grant & Eisenhofer P.A., New York, NY; Deborah A. Elman, Milbank, Tweed, Hadley & McCloy LLP, New York, NY; Robert**[\*76]** G. Eisler, Grant & Eisenhofer P.A., Wilmington, DE; Robert J. Wozniak, Freed Kanner London & Millen LLC, Bannockburn, IL.

For rue21, Inc., Interested Party: Carter Hoel, Meyer Darragh Buckler Bebenek & Eck, PLLC, Pittsburgh, PA.

For Tavern Hospitality Group Holdings, LLC d/b/a Tavern Hospitality Group, Interested Party: Sherli Shamtoub, Brownstein Hyatt Farber Schreck, LLP, Los Angeles, CA.

For rue21, Inc., Interested Party: Edward G. Brandenstein, Meyer Darragh Buckler Bebenek & Eck, P.L.L.C., Pittsburgh, PA; Paul Robinson, Meyer Darragh Buckler Bebenek & Eck, PLLC, Pittsburgh, PA.

For ATMIA, ATMIA, Amicus: Anthony Joseph Staltari, LEAD ATTORNEY, Manatt, Phelps & Phillips, LLP, New York, NY; Benjamin G. Shatz, LEAD ATTORNEY, Manatt, Phelps & Phillips, LLP, Los Angeles, CA;

For Paypal, Inc., Amicus: Francis Michael Curran, LEAD ATTORNEY, McCormick & O'Brien, LLP, New York, NY.

For Amici Objecting States, Amici Objecting States, Amicus: Robert Lee Hubbard, New York Attorney General's Office, Attorney General's Office, New York, NY.

For Keila Ravelo, Intervenor: Lawrence S. Lustberg, LEAD ATTORNEY, Jake F. Goodman, Gibbons P.C., Newark, NJ; Steven H. Sadow, Steven H. Sadow, P.C., Atlanta, GA.**[\*77]**

For Auriemma Consulting Group, Inc., Objector: Lita B. Wright, Storch Amini & Munves, P.C., New York, NY.

For A & D Wine Corp and other Objectors, Objector: Jerrold S. Parker, LEAD ATTORNEY, Parker & Waichman, LLC, Great Neck, NY.

For Home Depot U.S.A., Inc., Objector: Alicia K. Cobb, LEAD ATTORNEY, PRO HAC VICE, Quinn Emanuel Urquhart & Sullivan, LLPWA, Seattle, WA; Benjamin W. Thorpe, LEAD ATTORNEY, Bondurant, Mixson & Elmore, LLP, Atlanta, GA; Deborah K. Brown, LEAD ATTORNEY, Quinn Emanuel, New York, NY; Frank M. Lowrey, Ronan P. Doherty, LEAD ATTORNEYS, PRO HAC VICE, Bondurant Mixson & Elmore LLP, Atlanta, GA; Steig David Olson, Stephen R. Neuwirth, LEAD ATTORNEYS, Quinn Emanuel Urquhart & Sullivan, New York, NY.

For American Express Co., Objector: Philip C. Korologos, LEAD ATTORNEY, Eric Brenner, Boies, Schiller & Flexner LLP, New York, NY.

For American Eagle Outfitters, Inc., Objector: Jeanne Lahiff, LEAD ATTORNEY, Imbesi Law P.C., New York, NY; Richard Todd Victoria, LEAD ATTORNEY, Gordon & Rees LLP, Pittsburgh, PA; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For First Data Corporation, First Data Government Solutions, First Data Merchant Services Corporation, TASQ**[\*78]** Technology, Inc., TRS Recovery Services Inc., Telecheck Services Inc., Objectors: Jason A. Yurasek, Perkins Coie LLP, San Francisco, CA.

For Landers McClarty Ford Chrysler Dodge Jeep, Landers McClarty Nissan, Landers McCLarty Dodge Chrysler Jeep, Landers Dodge Chrysler Jeep, Tri-Lakes Motors, Burleson Nissan, Bel Air Honda, Landers McClarty Toyota Scion, Nissan of Fort Worth, Landers McClarty Chevrolet, Landers McClarty Huntsville Dodge Chrysler Jeep, Mercedes Benz of Huntsville, Landers McClarty Nissan of Huntsville, Landers McClarty Subaru, Lees Summit Dodge Chrysler Jeep Ram, Lees Summit Nissan, Olathe Dodge Chrysler Jeep, Waxahachie Dodge Chrysler Jeep, Waxahachie Ford-Mercury, Landers Harley-Davidson Hot Springs, Landers Harley-Davidson Little Rock, Lander Harley-Davidson Conway, Landers Auto Group No. 1 d/b/a Landers Scion, Landers Auto Group No. 1 d/b/a Landers Toyota, Landers Auto Group No. 1 d/b/a The Boutique at Landers Toyota, Landers Chrysler Jeep Dodge, LLC, Landers Chrysler Dodge Jeep d/b/a Landers Pre-Owned, Landers Chrysler Dodge Jeep d/b/a Landers Suzuki, A&D Wine Corp., A&Z Restaurant Corp., 105 Degrees, LLC, Objectors: Jerrold S. Parker, Parker & Waichman, LLC, Great**[\*79]** Neck, NY.

For The Pantry Restaurant Group, LLC, PPT Inc., d/b/a Graffitis Restaurant, Sansoles Tanning Salon, Greenhaws, Inc., Dons Pharmacy, Incorporated, Gossett Motor Cars, Inc.- Tennessee, Gossett Motor Cars, Inc. - Georgia, JB Cook, LLC d/b/a Downtown Oil & Lube, Storage World Limited Partnership, LLC, Leisure Landing RV Park, Pinnacle Valley Liquor Store, Inc., Landers Brothers Auto No. 2, LLC f/d/b/a Landers Buick Pine Bluff, Landers Brothers Auto No. 3, LLC f/d/b/a Landers Hyundai Pine Bluff, Landers Brothers Auto No. 4, LLC f/d/b/a Landers Honda Jonesboro, Landers Brothers Auto No. 5, LLC f/d/b/a Landers Chrysler Dodge Jeep Pine Bluff, Landers Brothers Auto Group, Inc. f/d/b/a Landers Honda Pine Bluff, The Tennis Shoppe, Inc., The Grady Corporation (Bentonville Location) d/b/a Whole Hog Barbeque, The Grady Corporation II (Fayetteville Location) d/b/a Whole Hog Barbeque, Coulson Oil Company, Diamond State Oil, LLC, Superstop Stores, LLC, PetroPlus, LLC, Port Cities Oil, LLC, New Mercury, LLC, New Vista, LLC, New Neptune, LLC, SVI Security Solutions, Objectors: Jerrold S. Parker, Parker & Waichman, LLC, Great Neck, NY.

For National ATM Council, Inc., ATMs Of The South, Inc., Business**[\*80]** Resource Group, Inc., Cabe & Cato, Inc., Just Atms, Inc., Wash Water Solutions, Inc., ATM Bankcard Services, Inc., Meiners Development Company of Lee's Summit, Missouri, LLC, Mills-Tel Corp., Scot Gardner d/b/a SJI, Selman Telecommunications Investment Group, LLC, Turnkey ATM Solutions, LLC, Trinity Holdings Ltd., Inc., T & T Communications Inc. & Randall N. Bro d/b/a T & B Investments, Objectors: Don Allen Resnikoff, Washington, DC.

For Target Corporation, Macy's, Inc., J.C. Penney Corporation, Inc., Big Lots Stores, Inc., Ascena Retail Group, Inc., Abercrombie & Fitch Co., Saks Incorporated, Chico's FAS, Inc., American Signature, Inc., Objectors: Michael J. Canter, LEAD ATTORNEY, James D. Thomas, Kenneth J. Rubin, Nina I. Webb-Lawton, Robert N. Webner, Timothy B. McGranor, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Alycia Nadine Broz, PRO HAC VICE, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Douglas Robert Matthews, James A. Wilson, Kimberly Weber Herlihy, Vorys, Sater, Seymour and Pease, LLP (Columbus), Columbus, OH; Gregory Alan Clarick, Isaac Berkman Zaur, Nicole L. Gueron, Clarick Gueron Reisbaum LLP, New York, NY.

For The Gap, Inc., Dillard's, Inc., Objectors: Gregory**[\*81]** Alan Clarick, Isaac Berkman Zaur, Nicole L. Gueron, Clarick Gueron Reisbaum LLP, New York, NY; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For Limited Brands, Inc., The Neiman Marcus Group, Inc., Bob Evans Farms, Inc., CKE Restaurants, Inc., Papa John's International, Inc., Boscov's Department Store, LLC, American Booksellers Association, National Association of College Stores, Objectors: Gregory Alan Clarick, Isaac Berkman Zaur, Nicole L. Gueron, Clarick Gueron Reisbaum LLP, New York, NY.

For National Retail Federation, Objector: Andrew G. Celli, Jr, LEAD ATTORNEY, Diane Lee Houk, Emery, Celli, Brinckerhoff & Abady LLP, New York, NY; Gregory Alan Clarick, Isaac Berkman Zaur, Nicole L. Gueron, Clarick Gueron Reisbaum LLP, New York, NY.

For Valuevision Media, Inc., Royal Caribbean Cruises LTD., Objectors: Cheryl L. Davis, Menaker & Herrmann LLP, New York, NY.

For American Express Travel Related Services Company, Inc., Travel Impressions, Ltd., American Express Publishing Corp., Objectors: Philip C. Korologos, LEAD ATTORNEY, Eric Brenner, Boies, Schiller & Flexner LLP, New York, NY.

For U.S. Public Research Interest Group, Objector: Robert L. Begleiter, Schlam, Stone & Dolan,**[\*82]** LLP, New York, NY.

For Kevan McLaughlin, Objector: John W. Davis, LEAD ATTORNEY, PRO HAC VICE, Law Office of John W. Davis, San Diego, CA.

For office depot, Objector: Gregory Alan Clarick, Clarick Gueron Reisbaum LLP, New York, NY.

For Discover Financial Services, Objector: Jennifer M. Selendy, Quinn Emanuel Urquhart & Sullivan LLP, New York, NY.

For The City of Oakland, California, Academy, Ltd., Aldo US Inc., Barnes & Nobles, Inc, Best Buy Enterprise Services, Inc., BJ's Wholesale Club, Inc., Carter's, Inc., Costco Wholesale Corporation, Crate & Barrel Holdings, Inc., Darden Restaurants, Inc., David's Bridal, Inc., Dillard's, Inc., General Nutrition Corporation, Genesco Inc., The Gymboree Corporation, Ikea North America Services, LLC, J. Crew Group, Inc., Kwik Trip, Inc., Lowe's Companies, Inc., Michaels Stores, Inc., National Railroad Passenger Corporation (Amtrak), Nike, Inc., Panera, LLC, Petco Animal Supplies, Inc., Petsmart, Inc., RaceTrac Petroleum, Inc., Sears Holdings Corporation, Starbucks Corporation, Thermo Fisher Scientific Inc., The Wendy's Company, The Wet Seal, Inc., Alon USA Energy, Inc., Recreational Equipment, Inc., Cardtronics, Inc., Family Dollar, Inc., Barnes & Noble**[\*83]** College Booksellers, LLC, Drury Hotels Company, LLC, Objectors: Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For 7-Eleven Inc., Objector: David Alan Scupp, Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For Retail Industry Leaders Association, Objector: David G. Trachtenberg, LEAD ATTORNEY, Trachtenberg Rodes & Friedberg LLP, New York, NY; Michael C Rakower, LEAD ATTORNEY, Rakower Lupkin PLLC, New York, NY; Andrew G. Celli, Jr, Emery, Celli, Brinckerhoff & Abady LLP, New York, NY; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For Wal-Mart Stores, Inc., Objector: Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY; John D. Comerford, Dowd Bennett LLP, Saint Louis, MO.

For Roundy's Supermarkets, Inc., Objector: William Jay Blechman, LEAD ATTORNEY, Kenny Nachwalter, P.A., Miami, FL; Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For Einstein Noah Restaurant Group, Inc., Objector: Michiko Brown, LEAD ATTORNEY, Wheeler Trigg O'Donnell, Denver, CO; John M. Vaught, Kelly A. Laudenslager, Michael D. Alper, Wheeler Trigg O'Donnell LLP, Denver, CO.

For WellPoint, Inc., Objector: Robert N. Webner, LEAD ATTORNEY, Kenneth J. Rubin, Vorys,**[\*84]** Sater, Seymour and Pease LLP, Columbus, OH; Isaac Berkman Zaur, Clarick Gueron Reisbaum LLP, New York, NY.

For Bon-Ton Stores, Inc., Objector: Michael J. Canter, LEAD ATTORNEY, James D. Thomas, Kenneth J. Rubin, Nina I. Webb-Lawton, Robert N. Webner, Timothy B. McGranor, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Alycia Nadine Broz, PRO HAC VICE, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Douglas Robert Matthews, James A. Wilson, Kimberly Weber Herlihy, Vorys, Sater, Seymour and Pease, LLP (Columbus), Columbus, OH; Gregory Alan Clarick, Clarick Gueron Reisbaum LLP, New York, NY.

For Kohl's Corporation, L Brands, Inc., Luxottica U.S. Holdings Corp., Office Depot, Inc., Objectors: Michael J. Canter, LEAD ATTORNEY, James D. Thomas, Kenneth J. Rubin, Nina I. Webb-Lawton, Robert N. Webner, Timothy B. McGranor, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Alycia Nadine Broz, PRO HAC VICE, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Douglas Robert Matthews, James A. Wilson, Kimberly Weber Herlihy, Vorys, Sater, Seymour and Pease, LLP (Columbus), Columbus, OH; Gregory Alan Clarick, Isaac Berkman Zaur, Clarick Gueron Reisbaum LLP, New York, NY.

For L Brands, Inc.,**[\*85]** Luxottica U.S. Holdings Corp., Office Depot, Inc., OfficeMax Incorporated, Staples, Inc., TJX Companies, Inc., Objectors: Michael J. Canter, LEAD ATTORNEY, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Alycia Nadine Broz, PRO HAC VICE, Vorys, Sater, Seymour and Pease LLP, Columbus, OH; Douglas Robert Matthews, James A. Wilson, Kimberly Weber Herlihy, Vorys, Sater, Seymour and Pease, LLP (Columbus), Columbus, OH; Gregory Alan Clarick, Isaac Berkman Zaur, Clarick Gueron Reisbaum LLP, New York, NY; James D. Thomas, Kenneth J. Rubin, Nina I. Webb-Lawton, Robert N. Webner, Timothy B. McGranor, Vorys, Sater, Seymour and Pease LLP, Columbus, OH.

For Marathon Petroleum Company LP, Speedway LLC, Martin's Super Markets, Inc., Stein Mart, Inc., Dick's Sporting Goods, Inc., Foot Locker, Inc., Zappos.com, Inc., Amazon.com, Inc., Panda Restaurant Group, Inc., P.C. Richard & Son, Inc., YUM! Brands, Inc., HMSHost Corporation, Objectors: Jeffrey Isaac Shinder, Constantine Cannon LLP, New York, NY.

For The Iron Barley Restaurant, Objector: Steve A. Miller, LEAD ATTORNEY, Steve A. Miller, P.C., Denver, CO.

For SuperTest Service Stations of IN, Inc., Whole Foods Market Group, Inc., Objector: Christopher**[\*86]** Braun, Tonya Bond, PRO HAC VICE, Plews Shadley Racher & Braun LLP, Indianapolis, IN.

For Restoration Hardware, Inc., Objector: Justin S. Chang, LEAD ATTORNEY, PRO HAC VICE, Wang & Chang, San Francisco, CA; Joe V. Demarco, DeVore & DeMarco LLP, New York, NY.

For Teatro Dallas, Objector: Dennis Dean Gibson, Gibson Law Firm, Dallas, TX.

For Furniture Row, LLC, Furniture Row BC, Inc., Objectors: Michiko Brown, LEAD ATTORNEY, Wheeler Trigg O'Donnell, Denver, CO; John M. Vaught, Michael D. Alper, Wheeler Trigg O'Donnell LLP, Denver, CO.

For Vicente Consulting LLC, Objector: Edward F Siegel, Law Offices of Edward F. Siegel, Denver, CO.

For Dell Inc., Objector: James B. Niehaus, LEAD ATTORNEY, Frantz Ward LLP, Cleveland, OH; Gregory R. Farkas, Frantz Ward LLP, Cleveland, OH.

For Maison Weiss Inc., Objector: James Warren, LEAD ATTORNEY, PRO HAC VICE, Carroll Warren & Parker PLLC, Jackson, MS.

For Temple Eagle Partners LLC, Temple Eagle Partners LLC, Objectors: David Stein, LEAD ATTORNEY, Samuel & Stein, New York, NY.

For Fiesta Restaurant Group, Inc., Objector: Sanford H. Greenberg, LEAD ATTORNEY, Greenberg Freeman LLP, New York, NY.

For Auto Europe Holdings, Inc., Hertz UK Limited, Objectors: Brian**[\*87]** A. Ratner, Hausfeld LLP, Washington, DC.

For Blue Cross Blue Shield entities, Objector: Adam P. Feinberg, Anthony F. Shelley, Miller & Chevalier Chartered, Washington, DC.

For Barneys New York, Boston Market Corporation, Objectors: Cheryl L. Davis, Menaker & Herrmann LLP, New York, NY.

For The Egg Store, Objector: Roger J. Maldonado, Balber Pickard Battistoni Maldonado & Van Der Tuin, PC, New York, NY.

For T-Mobile USA, Inc., Objector: Arun Srinivas Subramanian, Susman Godfrey LLP, New York, NY.

For Hermes of Paris, Inc., 99 Only Stores, Smart & Final Holdings, Inc., Objectors: Alyse Fiori Stach, LEAD ATTORNEY, Proskauer Rose LLP, New York, NY.

For Metropolitan Transportation Authority, Objector: Helene Fromm, Metropolitan Transportation Authority, New York, NY.

For City of New York, Objector: Amy Nkemka Okereke, LEAD ATTORNEY, New York City Law Department, Office of the Corporation Counsel, Affirmative Litigation Division, New York, NY; Melanie C.T. Ash, LEAD ATTORNEY, New York City Law Department, New York, NY.

For Jon M Zimmerman, Objector: Joshua R. Furman, LEAD ATTORNEY, Joshua R. Furman Law Corp., Sherman Oaks, CA.

For DFS Services, LLC, Discover Home Loans, Inc., Discover Bank, Objectors:**[\*88]** Jennifer M. Selendy, Quinn Emanuel Urquhart & Sullivan LLP, New York, NY.

For Buc-ee's Ltd, Objector: William R. H. Merrill, Susman Godfrey LLP (TX), Houston, TX.

For R&M Objectors, Objector: Jerrold S. Parker, Parker & Waichman, LLC, Great Neck, NY.

For Falls Auto Gallery dba Falls Car Collection, Objector: Sam P. Cannata, LEAD ATTORNEY, Cannata Phillips LPA, Cleveland, OH.

For Serve Virtual Enterprises, Inc, Amex Assurance Company, Accertify, Inc, ANCA 7 LLC, doing business as Vente Privee, USA, Objectors: Donald L. Flexner, LEAD ATTORNEY, PRO HAC VICE, Boies, Schiller & Flexner LLP, New York, NY; Eric Brenner, LEAD ATTORNEY, Boies, Schiller & Flexner LLP, New York, NY; John Francis LaSalle, LEAD ATTORNEY, Boies Schiller & Flexner LLP, New York, NY; Philip C. Korologos, LEAD ATTORNEY, Boies, Schiller & Flexner LLP, New York, NY.

For State of Arizona, State of California, Objectors: Robert Lee Hubbard, LEAD ATTORNEY, New York Attorney General's Office, New York, NY.

**Judges:** James Orenstein, United States Magistrate Judge.

**Opinion by:** James Orenstein

**Opinion**

MEMORANDUM AND ORDER

James Orenstein, Magistrate Judge:

The plaintiffs in this multi-district litigation — some acting on behalf of putative classes of millions of**[\*89]** merchants, and others acting independently — have accused the corporate entities that operate the Visa and MasterCard payment card networks as well as several banks of violating federal and state ***antitrust*** laws. As a result of recent developments, both in this case and in the case law of this circuit, they now seek to amend their respective complaints in a number of ways. For the following reasons, I partially grant and partially deny the motions.

I. Background

I assume the reader's familiarity with the factual and procedural history of this litigation, and in particular refer the reader to the detailed descriptions of the payment card industry set forth in the opinion of this court approving a class-wide settlement in 2013, and the opinion of the appellate court reversing that approval three years later. *See* [*In re Payment Card Interchange Fee & Merch. Disc.* ***Antitrust*** *Litig., 986 F. Supp. 2d 207, 214-15 (E.D.N.Y. 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5B44-NVC1-JCNB-301V-00000-00&context=) ("*Interchange I*"), *rev'd*, [*827 F.3d 223 (2d Cir. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K4B-YDF1-F04K-J3VJ-00000-00&context=) ("*Interchange II*"), *cert. denied*, *137 S. Ct. 1374, 197 L. Ed. 2d 568 (2017)*.[[1]](#footnote-0)1 I discuss here only those aspects of that history relevant to the instant motions. In doing so, it is convenient to use certain shorthand labels to refer to various groups of parties, as set forth in the Appendix.

A. The Payment Card Industry

When a consumer**[\*90]** uses a payment card to purchase goods or services from a merchant, the transaction is received by the merchant's acquiring bank, which in turn notifies that credit card's network provider (in this case Visa or MasterCard) of the intended purchase. The network reaches out to the cardholder's issuing bank, and assuming the needed funds are available, the issuing bank approves the transaction. The network then informs the acquiring bank that the transaction has been approved, and the issuing bank transfers the purchase price minus an interchange fee (set by the issuing bank) and a merchant discount fee (an amount retained by the acquiring bank).

Merchants that accept Visa or MasterCard cards are bound to the defendants' network rules. These rules include a default interchange fee that applies to every transaction on the network (unless the merchant and issuing bank enter into their own agreement); the Honor-All-Cards rule which requires merchants that choose to accept any of the Network Defendants' credit cards to accept all of them; and anti-steering rules that prevent merchants from charging different prices at the point of sale based on the shopper's form of payment (collectively, the**[\*91]** "Network Rules").

B. The Initial Class Action Complaints

On October 20, 2005, the Judicial Panel on Multidistrict Litigation consolidated fourteen actions asserting the ***antitrust*** claims described above and transferred them to this court for pretrial proceedings. Docket Entry ("DE") 1; DE 2. Since then, dozens more have been added, and there are currently over 90 cases associated with this action, some pleaded as class actions and some filed by plaintiffs suing only on behalf of themselves.

Following this court's appointment of interim co-lead class counsel, the Class Plaintiffs filed their First Consolidated Amended Class Complaint on April 24, 2006. DE 317 ("First Class Comp."). That pleading defined two putative classes: one seeking monetary damages and the other seeking equitable relief. *Id.* ¶ 97. The Class Plaintiffs asserted claims under *Sections 1* and *2* of the Sherman Act, *15 U.S.C. §§ 1*, *2*, as well as state law claims, all predicated on a contention that the defendants' unlawful contracts, combinations, and conspiracies, harmed competition and caused merchants to pay supracompetitive prices in the market for network services. *Id.* ¶¶ 3-4, 213-347.

In defining the scope of the relevant market, the Class Plaintiffs**[\*92]** relied on controlling case law arising from earlier litigation concerning the same networks' practices. *See id.* ¶¶ 198-212 (citing [*In re Visa Check/MasterMoney* ***Antitrust*** *Litig. ("Visa Check"), 2003 U.S. Dist. LEXIS 4965, 2003 WL 1712568 (E.D.N.Y. Apr. 1, 2003)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:488M-X7K0-0038-Y0CV-00000-00&context=); *United States v. Visa* ("*Visa*"), [*163 F. Supp. 2d 322, 335 (S.D.N.Y. 2001)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4465-3WM0-0038-Y40X-00000-00&context=), *aff'd*, [*344 F.3d 229 (2d Cir. 2003)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:49JP-GDX0-0038-X2BX-00000-00&context=). As the circuit court had explained in *Visa*, and as the Class Plaintiffs alleged here, there exist two related but distinct markets relevant to the instant dispute. In the market for network services — the market in which the Class Plaintiffs alleged that the defendants had engaged in unlawful anticompetitive conduct — payment card networks are sellers that compete with one another to secure the business of the banks and merchants that purchase such services. In the separate market for general purpose payment cards, the sellers are the banks that issue the cards and the buyers are the consumers who obtain the cards and use them for purchases. *See* [*Visa, 344 F.3d at 238-39*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:49JP-GDX0-0038-X2BX-00000-00&context=); First Class Comp. ¶¶ 198-212. More recently, however, the same appellate court has held that the relevant market for similar complaints by a nationwide class of merchants against another payment card network — American Express — is a single, two-sided market that encompasses the networks, the processing banks,**[\*93]** the merchants who accept cards for payments, and the consumers who use those cards. *See United States v. American Express, Co.* ("*AmEx*"), [*838 F.3d 179, 196-200 (2d Cir. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KT5-1XM1-F04K-J4DP-00000-00&context=), *petition for cert. filed*, No. 16-1454 (U.S. June 6, 2017). That decision has been a significant factor in prompting the instant motions to amend.

On January 29, 2009, after filing further supplemental pleadings and litigating dismissal motions, the Class Plaintiffs filed their Second Consolidated Class Action Complaint, which, together with two supplemental complaints filed the same day, collectively comprise the Class Plaintiffs' currently operative pleading. *See* DE 1153 (the "Operative Class Complaint" or "Class Comp."); DE 1154 (the Second Supplemental Class Action Complaint); DE 1152 (the First Amended Supplemental Class Action Complaint).[[2]](#footnote-1)2 The Operative Class Complaint omitted certain class claims that had been included in its predecessor and added an ***antitrust*** claim against Visa for fixing interchange fees for PIN debit card transaction but otherwise replicated the class plaintiffs' earlier claims. *See* DE 988 (letter describing proposed amendments). Of particular relevance here, like its predecessor, the Operative Class Complaint asserts that**[\*94]** the Network Rules unlawfully allow issuing banks to set interchange fees in the market for network services at supracompetitive rates. Class Comp. ¶¶ 246-248; DE 6880-1 ("Damages Class Memo.") at 6.

C. The Class Settlement

On October 19, 2012, after extensive negotiations, the parties to the then-pending class claims executed a proposed settlement agreement. DE 1656. On November 27, 2012, the court preliminarily approved the proposed settlement, provisionally certified two classes (a class for damages claims, from which members could opt out, and a class for injunctive relief in which membership was mandatory), and enjoined all members of the provisionally certified settlement classes from litigating any claims covered by the settlement. DE 1745 (Order). On December 13, 2013, the court certified the two settlement classes and approved the proposed settlement over the objections of several named plaintiffs as well as several non-party class members. [*Interchange I, 986 F. Supp. 2d at 213, 217*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5B44-NVC1-JCNB-301V-00000-00&context=). Under the approved terms, the defendants were released from any claims arising from the Network Rules existing as of November 27, 2012, and the members of the certified classes received over seven billion dollars in damages and injunctive**[\*95]** relief.

D. The Direct Action Plaintiffs' Post-Settlement Complaints

Following the court's preliminary approval of the proposed settlement, three groups of merchants that had not previously appeared as named parties — the Target, 7-Eleven, and Home Depot groups or, collectively, the "Direct Action Plaintiffs" - opted out of the settlement's damages class and filed their own complaints in other districts, all of which were ultimately transferred to this court and consolidated in the instant multidistrict litigation. *See Target Corp., et al. v. Visa Inc., et al.*, 13-CV-5745 (MKB) (JO) ("*Target*"), DE 1 (complaint); *id.*, DE 95 (transfer order); *id.*, DE 107 (amended complaint) (the "Target Operative Complaint" or "Target Comp."); *7-Eleven, Inc., et al. v. Visa Inc., et al.*, 13-CV-5746 (MKB) (JO) ("*7-Eleven*"), DE 1 (complaint); *id.*, DE 9 (transfer order); *id.*, DE 80 (fourth amended complaint) (the "7-Eleven Operative Complaint" or "7-Eleven Comp."); *The Home Depot, Inc., et al. v. Visa Inc., et al.*, 16-CV-5507 (MKB) (JO) ("*Home Depot*"), DE 1 (complaint) (the "Home Depot Operative Complaint" or "Home Depot Comp."); *id.*, DE 34 (transfer order). All of the Direct Action Plaintiffs sought relief**[\*96]** only for themselves; they did not seek to represent a putative class.

As relevant here, the operative pleadings of the three groups of Direct Action Plaintiffs assert claims under *Sections 1* and *2* of the Sherman Act and state ***antitrust*** laws. Specifically:

• Target alleges that the defendants have violated *Section 1* because the Network Rules "individually and in combination, preclude merchants from gaining the benefits of competition as to the terms, including a fee (if any), for the acceptance of cards of particular issuing banks and preclude card issuers from competing for merchant acceptance of their cards." Target Comp. ¶ 6.

• 7-Eleven alleges that the defendants have violated *Sections 1* and *2* (and also state ***antitrust*** laws) because the Network Rules have "prevented merchants from realizing the price-reducing benefits of Issuers competing on price, which would have occurred in a competitive market. Instead, merchants ... pay the same Interchange Fee on a given transaction regardless of which Issuer is involved. There is no competition." 7-Eleven Comp. ¶ 89.

• Home Depot alleges that the defendants have violated *Sections 1* and *2* (and also state ***antitrust*** laws) because the Network Defendants' conduct has "caused substantial and**[\*97]** ongoing anticompetitive harm to merchants as direct purchasers of General Purpose Payment Card Network Services in the form of inflated Interchange Fees paid directly by those merchants, foreclosure of network competitors, and reduced output." Home Depot Comp. ¶ 187.

E. Vacatur of the Settlement and Subsequent Developments

After the Direct Action Plaintiffs had filed their initial complaints, on June 30, 2016, the circuit court vacated this court's decision to certify the settlement classes and approve the proposed settlement. [*Interchange II, 827 F. 3d 223 (2d Cir. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5K4B-YDF1-F04K-J3VJ-00000-00&context=). The appellate court concluded that the Class Plaintiffs lacked adequate representation, in violation of the rule governing class actions and of their right to due process, and therefore remanded the litigation to this court for further proceedings.

On November 30, 2016, I appointed two groups of interim co-lead class counsel. One group was appointed to represent merchants seeking to certify a class pursuant to *Federal Rule of Civil Procedure 23(b)(2)* (the "Equitable Relief Class"). The second group represents those seeking to certify a class pursuant to *Federal Rule of Civil Procedure 23(b)(3)* (the "Damages Class"). DE 6754 (memorandum and order).[[3]](#footnote-2)3 The appointment of new interim co-lead counsel to represent the interests of different putative**[\*98]** classes, necessitated by the circuit court's decision that unified class counsel had labored under an inherent conflict of interest, naturally required each newly defined group of putative class plaintiffs to file a new pleading. The Equitable Relief Class did so on March 31, 2017. DE 6892.

As discussed below, the ability of the Damages Class to file an updated pleading, as well as the Direct Action Plaintiffs' perceived need to further amend their complaints, has been affected by two recent circuit court decisions in other actions involving ***antitrust*** claims arising from interchange fees and network rules for merchants: *AmEx* and [*Salveson v. JP Morgan Chase & Co., 663 F. App'x 71, 75 (2d Cir. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KYK-HX91-F04K-J00J-00000-00&context=), *cert. denied*, *137 S. Ct. 1826, 197 L. Ed. 2d 760 (2017)*.

The *AmEx* decision, issued about three months after the opinion reversing the settlement in this case, affected the parties' understanding of the litigation risks attendant to their proposed definitions of the relevant market. As noted above, the initial complaints in this litigation relied on precedent such as *Visa* and *Visa Check* to assert claims that the defendants had harmed competition in a one-sided market for payment card network services — that is, a market in which merchants act solely as buyers of the products the networks sell. In *AmEx*,**[\*99]** however, the circuit court rejected a district court's application of such a market definition because it failed to account for harm to the consumers who use payment cards for their purchases. *See* [*AmEx, 838 F.3d at 197*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KT5-1XM1-F04K-J4DP-00000-00&context=); *see also* DE 7068 (transcript of oral argument dated Apr. 20, 2017) ("Tr.") at 44 (defendant JP Morgan Chase's counsel, opposing the motions to amend, describing the *AmEx* opinion as "the first time in a credit card case a court has expressly said it is a two-sided market").

Like the plaintiffs in this litigation, the *AmEx* plaintiffs challenged certain nondiscriminatory provisions ("NDPs") contained in American Express's ***regulations*** that prohibited merchants from discounting and steering at the point of sale. The appellate court in *AmEx* reasoned that the rules about which the merchant plaintiffs in *Visa* complained constituted horizontal restraints in a one-sided market for network services, but that the NDPs constituted vertical restraints that affected competition in both the market for network services and the two-sided market for general purpose cards. [*AmEx, 838 F.3d at 197-98*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KT5-1XM1-F04K-J4DP-00000-00&context=). The court, noting that the evidence in the record demonstrated "that the quality and output of credit cards across the entire industry**[\*100]** continues to increase[,]" thus held that the plaintiffs in *AmEx* had failed to prove a "net harm to ... both cardholders and merchants[.]" [*Id. at 206*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KT5-1XM1-F04K-J4DP-00000-00&context=).

The *Salveson* case also turned on the role of payment card holders in the markets relevant to this litigation. In the *Salveson* complaint, originally filed in the Northern District of California on December 16, 2013, four individual plaintiffs acting on behalf of a putative class alleged that as consumers using payment cards for their purchases, they had directly paid to the defendant banks supracompetitive, price-fixed interchange fees. *See Melvin Salveson, et al. v. JP Morgan Chase & Co., et al.*, 14-CV-3529 (MKB) (JO), DE 1. On June 4, 2014, the Judicial Panel on Multidistrict Litigation transferred the case to this court. *Id.*, DE 61. On November 26, 2014, this court granted the *Salveson* defendants' motion to dismiss that action on the ground that the cardholder plaintiffs were, with respect to their payment of interchange fees, indirect purchasers of payment card network services who therefore lacked standing to complain of the ***antitrust*** violations that resulted in such fees. *See id.*, DE 83 at 6 ("The markets for general purpose payment cards and**[\*101]** for payment card network services are separate and distinct, and payment-card consumers are considered to participate only in the former.") (citing [*Visa, 344 F.3d at 239*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:49JP-GDX0-0038-X2BX-00000-00&context=)); *see* [*Illinois Brick Co. v. Illinois, 431 U.S. 720, 97 S. Ct. 2061, 52 L. Ed. 2d 707 (1977)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-9DJ0-003B-S1WY-00000-00&context=). On review of that decision, the same circuit court that had just weeks before issued the *AmEx* opinion affirmed the order of dismissal, explaining that cardholders like Salveson suffer no direct injury by paying interchange fees. *See* [*Salveson, 663 F. App'x at 75*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5KYK-HX91-F04K-J00J-00000-00&context=).

F. The Instant Motions

The various groups of plaintiffs now seek leave to amend their respective complaints in several ways for a number of reasons. *See* DE 6884 (fully-briefed 7-Eleven motion); DE 6881 (fully-briefed Target motion); DE 6890 (sealed version of Target's memorandum of law in support); DE 6887 (fully-briefed Home Depot motion); DE 6888 (sealed version of Home Depot's memorandum of law in support); DE 6880 (fully-briefed Damages Class motion).[[4]](#footnote-3)4 The defendants consent to some of those amendments, but object to any amendment that would assert ***antitrust*** claims predicated on the definition of a two-sided market of the type described in *AmEx*. DE 6881-2 (defendants' memorandum of law) ("Opp.") at 1, 25 (opposing amendments "to the extent that they assert new legal and factual allegations regarding**[\*102]** market definitions, market power, and competition for or effects on cardholders.").[[5]](#footnote-4)5 Moreover, to the extent such amendments are allowed, the defendants contend that they should not relate back to the time of the pleadings they would supersede, and that the Direct Action Plaintiffs' claims should not be given the benefit of a tolling theory that would deem them to have been asserted as early as 2005. Opp. at 21-25; *see also* Tr. 46-47, 51; DE 6937 ("Defs. Supp. Ltr.") at 4-5.

At oral argument on April 20, 2016, *see* DE 6929 (minute entry), I discussed with the parties the effect of *AmEx* and the extent to which the parties' earlier pleadings had — or had not -- asserted that the defendants had acted to harm competition in a two-sided market that included cardholders. I also asked the parties to address the effect on the analysis of the instant motions, if any, of the fact that the *Salveson* case, which was consolidated as part of**[\*104]** the instant multidistrict litigation, had been resolved on the basis of the proposition that cardholders are not part of the relevant market for purposes of the claims being litigated here. *See* Tr. at 31-32, 56. Following oral argument, the parties submitted supplemental letters in support of their respective positions. *See* DE 6936 ("Damages Class Supp. Ltr."); DE 6937 ("Defs. Supp. Ltr."); DE 6939 ("Direct Action Plaintiffs' Supp. Ltr.").

II. Discussion

A. Applicable Law

1. Leave to Amend

A court should "freely" grant leave to amend a pleading in the absence of reasons to deny it such as "undue delay, bad faith or ... futility[.]" [*Foman v. Davis, 371 U.S. 178, 182, 83 S. Ct. 227, 9 L. Ed. 2d 222 (1962)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-H6D0-003B-S3WS-00000-00&context=) (quoting [*Fed. R. Civ. P. 15(a)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=)). "Mere delay, however, absent a showing of bad faith or undue prejudice, does not provide a basis for a district court to deny the right to amend." [*State Teachers Ret. Bd. v. Fluor Corp., 654 F.2d 843, 856 (2d Cir. 1981)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1WT0-0039-W2KF-00000-00&context=). The party seeking leave to amend bears the burden of satisfactorily explaining any delay. [*Franconero v. UMG Recordings, Inc., 542 Fed. Appx. 13, 18 (2d Cir. 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:59KF-KF41-F04K-J0G3-00000-00&context=). Once it does so, the opposing party has to show more in terms of prejudice. [*Evans v. Syracuse City Sch. Dist., 704 F.2d 44, 46-47 (2d Cir. 1983)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-0GF0-003B-G1HN-00000-00&context=). In determining prejudice, courts consider whether the proposed amendment would impose significant new discovery and trial preparation burdens on the opponent, whether it would significantly delay the dispute's resolution, and the movant's**[\*105]** ability to bring a timely action in another forum. *See* [*Block v. First Blood Assocs., 988 F.2d 344, 350 (2d Cir. 1993)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-HCT0-003B-P4M1-00000-00&context=). The decision to grant or deny a motion to amend rests within the sound discretion of the district court. [*Zahra v. Town of Southold, 48 F.3d 674, 685 (2d Cir. 1995)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-GRR0-001T-D50H-00000-00&context=).

2. Relation Back

"An amendment to a pleading relates back to the date of the original pleading when ... the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out — or attempted to be set out — in the original pleading." [*Fed. R. Civ. P. 15(c)(1)(B)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=). For a newly-added claim to relate back under [*Rule 15(c)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=), the "basic claim must have arisen out of the conduct set forth in the original pleading[,]" and the central inquiry is "whether adequate notice of the matters raised in the amended pleading has been given to the opposing party." [*ASARCO LLC v. Goodwin, 756 F.3d 191, 202 (2d Cir. 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5CHD-D9J1-F04K-J032-00000-00&context=).

3. Class Action Tolling

Once a party files a class action complaint, the applicable limitations period for the asserted claim is tolled as to all members of the putative class. [*Am. Pipe & Constr. Co. v. Utah, 414 U.S. 538, 554, 94 S. Ct. 756, 38 L. Ed. 2d 713 (1974)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CFH0-003B-S4JT-00000-00&context=) ("*American Pipe*") ("[T]he commencement of a class action suspends the applicable statute of limitations as to all asserted members of the class who would have been parties had the suit been permitted to continue as a class action."). The rationale for this *American Pipe* tolling is that "absent putative class members**[\*106]** are expected and encouraged to remain passive ... and to 'rely on the named plaintiffs to press their claims.'" [*Cullen v. Margiotta, 811 F.2d 698, 719 (2d Cir. 1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CMY0-001B-K1FH-00000-00&context=) (quoting [*Crown, Cork & Seal Co. v. Parker, 462 U.S. 345, 350-51, 103 S. Ct. 2392, 76 L. Ed. 2d 628 (1983))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4V10-003B-S415-00000-00&context=), *overruled on other grounds by* [*Agency Holding Corp. v. Malley-Duff & Assocs., 483 U.S. 143, 107 S. Ct. 2759, 97 L. Ed. 2d 121 (1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-H530-003B-44MW-00000-00&context=). *American Pipe* tolling applies not only to wholly passive members of the putative class, but also to those "who later file their own independent actions." [*Police & Fire Ret. Sys. v. IndyMac MBS, 721 F.3d 95, 105 (2d Cir. 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:58S1-0P01-F04K-J02G-00000-00&context=). The rule shadows "the functional operation of a statute of limitations.... The theory is that even if one has a just claim it is unjust not to put the adversary on notice to defend within the period of limitation and that the right to be free of stale claims in time comes to prevail over the right to prosecute them." [*American Pipe, 414 U.S. at 554*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CFH0-003B-S4JT-00000-00&context=) (quoting [*Order of R.R Telegraphers v. Ry. Express Agency, 321 U.S. 342, 348-49, 64 S. Ct. 582, 88 L. Ed. 788 (1944))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-3PR0-003B-71H6-00000-00&context=). However, as the Supreme Court recently explained, "[t]he source of the tolling rule applied in *American Pipe* is the judicial power to promote equity, rather than to interpret and enforce statutory provisions. Nothing in the *American Pipe* opinion suggests that the tolling rule it created was mandated by the text of a statute or federal rule." [*Cal. Pub. Employees' Ret. Sys. v. ANZ Sec., Inc., 137 S. Ct. 2042, 2051-52, 198 L. Ed. 2d 584 (2017)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5NWB-8441-F04K-F1X7-00000-00&context=) ("*CalPERS*").

B. The Damages Class

The Damages Class Plaintiffs contend that they should be granted leave to amend over the defendants' objections, and that the amendment should relate back to their original complaint, because**[\*107]** "the core of [their] allegations has been and continues to be that Defendants' collusive agreements and network rules inflate prices to supracompetitive levels." DE 6880-5 (Damages Class Reply) at 6. While I agree with that characterization of their factual allegations, I disagree that it resolves the dispute. Specifically, I conclude that the Damages Class Plaintiffs rely on a legal theory that is not only new, but fundamentally distinct from the legal violation that they previously asserted — indeed, it relies on the new authority of *AmEx* to posit a theory of liability that accounts for benefits to cardholders that they had affirmatively rejected earlier in the litigation. DE 1494-2 (redacted version of Class Plaintiffs' memorandum of law in support of summary judgment) at 61-67; 1494-4 (redacted reply) at 40-42; DE 1503 (sealed version of Class Plaintiffs' motion for summary judgment); *see also* Opp. at 3-4 (citing Class Plaintiffs' opposition to dismissal motion, DE 1226, at 17). Thus, while fairness requires that the Damages Class Plaintiffs be permitted to adapt to *AmEx* by asserting claims that they previously had reason to believe would be futile, fairness likewise precludes having those claims relate back to the**[\*108]** start of the instant litigation.

1. Leave to Amend

The defendants fault the plaintiffs for delay, arguing that they have had the opportunity to assert claims based on a two-sided market at least since the defendants themselves raised it as a defense to the Class Plaintiffs' assertion that the defendants had harmed competition in a market defined to exclude cardholders as relevant actors. *See* Opp. at 15-17. Without more, however, such delay is not a reason to deny leave to amend. *See* [*Agerbrink v. Model Svc. LLC, 155 F. Supp. 3d 448, 452 (S.D.N.Y. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5HT3-3ND1-F04F-02BM-00000-00&context=) (citing cases).

What matters more than the delay itself is the reason for it. All of the parties appear to agree that the recent decision in *AmEx* has prompted the plaintiffs to seek to add to their pleadings the claims that the defendants oppose. *See* DE 6880-1 ("Damages Class Memo.") at 6; DE 6880-5 ("Damages Class Reply") at 8; Opp. at 1 (arguing that the plaintiffs seek to amend so as to avoid dismissal under *AmEx*); Defs. Supp. Ltr. at 2 (contending that without additional discovery, the plaintiffs' case would be dismissed under *AmEx*); Tr. 44 (agreeing that absent amendment and without further discovery, the defendants will likely seek dismissal on the basis of *AmEx*). That is no surprise, as the parties also appear to agree**[\*109]** that *AmEx* significantly changed the legal landscape: the opinion is the first in which any court has expressly analyzed a payment card ***antitrust*** action in the context of a two-sided market. Tr. 33, 44-45; *see also* [*US Airways, Inc. v. Sabre Holdings Corp., 2017 U.S. Dist. LEXIS 40932, 2017 WL 1064709, at \*10 (S.D.N.Y. Mar. 21, 2017)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5N4V-07P1-F04F-022B-00000-00&context=) (recognizing that *AmEx* "is one of the few cases that explicitly addresses two-sided markets").[[6]](#footnote-5)6

To be sure, the court in *AmEx* took pains to distinguish the case before it from the circumstances of the *Visa* case (upon which the plaintiffs here previously relied in describing the market relevant to the instant litigation), and it would be premature to opine as to whether *AmEx* does or does not provide a basis for dismissing the claims previously asserted in these consolidated actions. At a minimum, the fact that the same court that decided *AmEx* went on just a few weeks later to affirm this court's dismissal of the claims in *Salveson* - a decision predicated on the assumption of a one-sided market that excludes cardholders as relevant actors — would at least support a colorable argument that the initial claims in this litigation asserting a one-sided market remain viable. But what cannot reasonably be disputed is that *AmEx* altered the parties' litigation risks**[\*110]** in an important way. Simply put, the plaintiffs had no reason to add two-sided market claims before *AmEx* because they disagreed with the defendants that such a market definition was appropriate and the unequivocal case law of this circuit supported that view; once *AmEx* necessarily altered their analysis in that regard, they promptly moved to amend. The delay about which the defendants complain was therefore excusable.[[7]](#footnote-6)7

The defendants also argue that allowing the disputed amendments now would be unduly prejudicial because it would require them to redo years of discovery, throughout all of which the parties on both sides had assumed that the plaintiffs would seek to prove that the defendants had harmed competition in a one-sided market. *See* Opp. at 17-20. There is no question that the parties have already borne substantial discovery burdens: by the time the court approved the settlement in *Interchange I*, the parties had completed fact and expert discovery, which included hundreds of depositions and voluminous document productions. Nor do I seriously question the proposition that the parties have a great deal of work ahead of them in preparing to litigate the newly asserted claims.[[8]](#footnote-7)8 But those**[\*111]** burdens — both the arguably wasted efforts of the past and the work that lies ahead — are common to all of the parties; they are not uniquely, or unduly, prejudicial to the defendants alone.

The ground has shifted under all of the parties. That does not mean that one side alone should suffer by being limited to the assertion of claims that may suddenly, and quite unexpectedly, have become untenable. Over the past dozen years, all of the parties to this litigation have invested heavily in their assumption that controlling law presumes the relevant market to be one-sided. Now that the circuit court has upset that assumption, both sides will have to invest still more to prepare for litigation of the newly asserted claims. But that in itself is not a reason to foreclose the claims entirely. *See* [*Monahan v. New York City Dep't of Corrections, 214 F.3d 275, 285 (2d Cir. 2000)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:40FN-BWW0-0038-X1F4-00000-00&context=) (citing [*Block, 988 F.2d at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-HCT0-003B-P4M1-00000-00&context=)) ("the fact that one party has spent time and money preparing for trial will usually not be deemed prejudice sufficient to warrant a deviation from the rule broadly allowing amendment to pleadings"); [*N.Y. State Elec. & Gas Corp. v. Sec'y of Labor, 88 F.3d 98, 104-05 (2d Cir. 1996)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-1VN0-006F-M09N-00000-00&context=) (prejudice does not arise from an amending party's change of legal theory, but rather from a resulting disadvantage to the opposing party in presenting its case). In the absence**[\*112]** of any undue delay, bad faith, or futility of the newly asserted claims predicated on the existence of a two-sided market, I grant the Damages Class Plaintiffs' motion for leave to amend.

2. Relation Back

The Damages Class Plaintiffs argue that the new claims based on a two-sided market relate back to their original complaint because they rely on the same factual allegations about the defendants' conduct as before and that the defendants were on notice of the two-sided market theory because they themselves cited it in their own defense. *See* Damages Class Memo. at 6; Damages Class Reply at 9. As explained below, I respectfully disagree.

The proposition that the defendants could have put themselves on notice of the two-sided market theory by citing it as a refutation of the plaintiffs' initial one-sided market theory is untenable. The Damages Class Plaintiffs cite no authority supporting such a counter-intuitive theory, and it is at odds with prevailing case law. [*Rule 15*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=) does not allow a wholly new legal theory to relate back to an earlier claim simply because both rest on the same factual assertions. Rather, those factual assertions, and the pleadings that surround them, must give fair notice of the possibility of the**[\*113]** later claim. *See* [*Slayton v. Am. Express Co., 460 F.3d 215, 228 (2d Cir. 2006)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4KKR-HTH0-0038-X2N7-00000-00&context=) ("Under [*Rule 15*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=), the 'central inquiry is whether adequate notice of the matters raised in the amended pleading has been given to the opposing party within the statute of limitations by the general fact situation alleged in the original pleading.'") (quoting without internal quotations and citations [*Stevelman v. Alias Research, Inc., 174 F.3d 79, 86 (2d Cir. 1999))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3W61-2SM0-0038-X31R-00000-00&context=). The litigation of this case did not satisfy that requirement. Instead, the Class Plaintiffs pleaded claims predicated on certain conduct that they contended harmed competition in a one-sided market; the defendants sought to refute those claims in part by arguing that the conduct alleged had in fact promoted competition when viewed in the context of a two-sided market; and the Class Plaintiffs replied that such a redefinition of the market was inapposite and therefore unavailing. That is the precise opposite of providing the defendants with fair notice that they might have to defend against a claim that the relevant market has two sides — it is an attempt to forestall the defendants' efforts to characterize the Class Plaintiffs' claims in a way the latter explicitly disavowed.

Such a reading of the record is particularly apt in the context of an ***antitrust*** case, where market definition**[\*114]** is a critical aspect of the litigation. A plaintiff pleading a claim under *Section 1* or *2* of the Sherman Act "must allege a plausible relevant market in which competition will be impaired." [*City of New York v. Group Health Inc., 649 F.3d 151, 155 (2d Cir. 2011)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:8307-J2K1-652R-01HW-00000-00&context=). The Class Plaintiffs originally contended that the defendants were liable because they engaged in conduct that harmed the merchants who purchased their services in a one-sided market, and that any benefits to cardholders arising from that conduct could not avert that liability. Those same plaintiffs now seek to plead a wholly new alternative claim: that the defendants' conduct harmed competition in a different, two-sided market. *See* Tr. at 54 (Damages Class counsel: "I am not going to run away from the fact that the two-sided market theory is different than the one-sided market theory").[[9]](#footnote-8)9 I therefore conclude that the Damages Class Plaintiffs' new claims relating to a two-sided market do not relate back to the original complaint.[[10]](#footnote-9)10

C. The Direct Action Plaintiffs

1. Leave to Amend

The Direct Action Plaintiffs raise many of the same arguments in support of leave to amend as the Damages Class Plaintiffs, and I rely on the reasoning set forth above to grant their motions as**[\*115]** well. I note, however, that the Direct Action Plaintiffs are in a different position with respect to some of their arguments. First, granting leave to amend does not have as great an impact on the discovery burdens facing the parties to the Direct Action Plaintiffs' claims: because those claims were filed only after the earlier class-wide settlement, discovery on those claims has not proceeded nearly as far as discovery on the Class Plaintiffs' claims; moreover, recent discovery productions have already begun to focus on the role of cardholders. *See* DE 6881-3 (Target Reply) at 2-4; DE 6884-6 (7-Eleven Reply) at 3-8; DE 6887-9 (Home Depot Reply) at 6-8 (noting that at the time of filing, depositions for Home Depot had not yet been scheduled).

Second, as the defendants acknowledge, the Direct Action Plaintiffs are entitled in any event to assert for the first time claims for injunctive relief that had previously been barred under the terms of the class-wide settlement. Because such claims can properly include allegations of harm to cardholders in a two-sided market, the discovery that the parties will inevitably conduct on the injunctive relief claims that the Direct Action Plaintiffs are plainly entitled to assert will in any event overlap significantly**[\*116]** with the discovery burdens that the defendants fear would arise as a result of granting the contested motions to amend. *See* Tr. 45-46. I therefore grant the Direct Action Plaintiffs leave to amend.

2. Relation Back and*American Pipe*Tolling

Like the Damages Class Plaintiffs, the claims that the Direct Action Plaintiffs originally filed were predicated on allegations that the defendants' conduct harmed competition in a one-sided market. *See*, *e.g.*, Tr. at 20 (acknowledgment by Target's counsel). Accordingly, as with the Damages Class Plaintiffs, I conclude that the Direct Action Plaintiffs' new claims relating to a two-sided market do not relate back to their original complaints.

The Direct Action Plaintiffs fare no better in seeking to take advantage of *American Pipe* tolling by characterizing their two-sided market claims as an "alternative" theory that supplements the Class Plaintiffs' original claims. Even before the Supreme Court made clear in *CalPERS* that the nature of *American Pipe* tolling is wholly equitable, courts in this circuit considering the availability of such tolling employed a notice-based analysis similar to that used to determine the availability of relation back under**[\*117]** [*Rule 15(c)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F103-00000-00&context=). Thus, whether viewed through the prism of relation back or that of equitable tolling under *American Pipe*, the pertinent question is whether the original class complaint sufficed to put the defendants on fair notice of the plaintiffs' later claims. [*Cullen, 811 F.2d at 720*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CMY0-001B-K1FH-00000-00&context=) ("American Pipe tolling is properly extended to claims of absent class members that involve the same evidence, memories, and witnesses as were involved in the initial putative class action."), *overruled on other grounds by* [*Agency Holding Corp. v. Malley-Duff &Assocs., Inc., 483 U.S. 143, 107 S. Ct. 2759, 97 L. Ed. 2d 121 (1987)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-H530-003B-44MW-00000-00&context=); [*Escott v. Barchis Constr. Corp., 340 F.2d 731, 734 (2d Cir. 1965)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-12X0-0039-Y08H-00000-00&context=) (tolling the plaintiffs' claims because "[t]he defendants were thus made aware of the nature of the evidence that would be needed at the trial"); *see also* [*CalPERS, 137 S. Ct. at 2051*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5NWB-8441-F04K-F1X7-00000-00&context=) ("By filing a class complaint within the statutory period, the named plaintiff [in *American Pipe*] 'notifie[d] the defendants not only of the substantive claims being brought against them, but also of the number and generic identities of the potential plaintiffs who may participate in the judgment.'") (quoting [*American Pipe, 414 U.S. at 555*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-CFH0-003B-S4JT-00000-00&context=)); [*Crown, Cork & Seal Co. 462 U.S. at 353*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4V10-003B-S415-00000-00&context=) (notice required to make defendants aware of "the need to preserve evidence and witnesses respecting the claims of all the members of the class.").[[11]](#footnote-10)11

Thus, for the same reasons that I conclude above that the newly pleaded claims asserting harm in a two-sided**[\*118]** market do not relate back to earlier pleadings asserting harm in a different market, I also conclude that equity does not require applying equitable tolling under *American Pipe* to the Direct Action Plaintiffs' claims based on a two-sided market. In addition to relying on the same reasoning set forth above, however, I also take into account arguments that the Direct Action Plaintiffs offer specifically on the tolling issue.

First, the Direct Action Plaintiffs' reliance on the "same anticompetitive rules and conduct" alleged in the class complaint and their proposed amendments incorrectly narrows the scope of the notice required. *See* Target Reply at 9; 7-Eleven Reply at 10; Home Depot Reply at 9. To successfully plead and prove a violation of *Section 1* or *2* of the Sherman Act, a plaintiff must identify not only the defendant's allegedly anticompetitive conduct, but also the relevant market and the resulting anticompetitive harm. [*Group Health, Inc., 649 F.3d at 155*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:8307-J2K1-652R-01HW-00000-00&context=) (citing cases). But the Class Plaintiffs' original complaints identified only a one-sided market in which the effect of the defendants' conduct on cardholders was immaterial. *See* Tr. 23 (counsel for Damages Class Plaintiffs explaining that "if this case had gone to trial**[\*119]** three years ago, we would have put in evidence that there is a one-sided market."). As a result, the defendants were never on sufficient notice that they needed to preserve and develop evidence relating to the effect of their conduct on cardholders who were actors in a two-sided market. *See* [*Crown, Cork & Seal Co., 462 U.S. at 353*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4V10-003B-S415-00000-00&context=).

Second, Home Depot contends that declining to toll the "alternative" market allegations in this case will force absent plaintiffs to file separate actions if they disagree "even slightly" with any of class counsel's litigation decisions. Home Depot Reply at 9-10. I respectfully disagree: if Home Depot or any of the other Direct Action Plaintiffs had refrained from asserting a two-sided market theory only out of respect for *American Pipe*'s preference to avoid a proliferation of lawsuits (and not because, like all of the other parties to this litigation, they assumed that the relevant market was the one-sided kind at issue in *Visa* that excludes cardholders), they would have asserted such claims as soon as they entered the fray rather than now. It thus does no violence to the rationale of *American Pipe* to observe that under the precise circumstances of this litigation, equity does not compel the tolling**[\*120]** the Direct Action Plaintiffs seek. The goal of *American Pipe* tolling is "to prevent a 'needless multiplicity of actions' which might result if putative class members were required to file separate actions to hedge against the possibility of the class action failing." [*Lawrence v. Phillip Morris Cos., 1997 U.S. Dist. LEXIS 24430, 1999 WL 51845, at \*3 (E.D.N.Y. Jan. 9, 1997)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5873-9RJ1-F04F-001B-00000-00&context=) (citing [*Crown, Cork & Steal Co., 462 U.S. at 351*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S4X-4V10-003B-S415-00000-00&context=))). But that goal is not served by tolling in this case because no putative class member ever had a reason to hedge against the failure of the Class Plaintiffs' original claims by asserting a separate claim predicated on allegations of competitive harm to a two-sided market — as the history of this litigation makes clear, the incentive for any party to do so arose only once the circuit court decided *AmEx*.

Finally, the Direct Action Plaintiffs cite the defendants' acknowledgement that the new two-sided market claims will be consolidated with earlier causes of action as a basis to conclude that the two types of claims share sufficient common factual issues to support *American Pipe* tolling. Direct Action Plaintiffs' Supp. Ltr. at 3. Again, I respectfully disagree: the standard for consolidation in multidistrict litigation is wholly distinct from the analysis pertinent to a request for *American Pipe* tolling. *See* [*28 U.S.C. § 1407(a)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:4YF7-GSG1-NRF4-42NR-00000-00&context=) (requiring**[\*121]** "one or more common questions of fact."). I therefore conclude that the Direct Action Plaintiffs' proposed two-sided market allegations are not entitled to *American Pipe* tolling.

III. Conclusion

For the reasons set forth above, I grant in part and deny in part the plaintiffs' contested motions for leave to file an amended complaint. Specifically, I grant the plaintiffs leave to amend their complaints to include allegations pertaining to a two-sided relevant market over the defendants' objections, but only to the extent that these claims are not time-barred: the two-sided market claims do not relate back to earlier pleadings and are not subject to equitable tolling. As to all other proposed amendments, I grant leave on consent. The plaintiffs are respectfully directed to amend their complaints in accordance with this order and to file the amended complaints as separate entries on the docket by October 27, 2017.

SO ORDERED.

Dated: Brooklyn, New York

September 27, 2017

/s/ James Orenstein

U.S. Magistrate Judge

APPENDIX

Consistent with the general usage in this litigation:

• "Class Plaintiffs" refers collectively to all of the named plaintiffs asserting class action claims, and in particular refers**[\*122]** to the group of parties for whom interim co-lead counsel was appointed in 2006. *See* DE 278.

• "Equitable Relief Class" refers collectively to the plaintiffs seeking to certify a class under Federal Rule of Civil Procedure (b)(2), for whom interim co-lead counsel was appointed in 2016. *See* DE 6754.

• "Damages Class" refers collectively to the plaintiffs he plaintiffs seeking to certify a class under Federal Rule of Civil Procedure (b)(3), for whom interim co-lead counsel was appointed in 2016. *See* DE 6754.

• "Target" refers collectively to Target Corporation, Macy's Inc.; The TJX Companies, Inc.; Kohl's Corporation; Staples, Inc.; J.C. Penney Corporation, Inc.; Office Depot, Inc.; L Brands, Inc.; OfficeMax Incorporated (now a subsidiary of Office Depot Inc.); Big Lots Stores, Inc.; Abercrombie & Fitch Co.; Ascena Retail Group, Inc.; Saks Incorporated; Lord & Taylor LLC; The Bon-Ton Stores, Inc.; Chico's FAS, Inc.; Luxottica U.S. Holdings Corp.; American Signature, Inc.; and their respective subsidiaries.

• "7-Eleven" refers collectively to 7-Eleven; Academy Sports; Aldo; Alimentation Couche-Tard; Alon USA; Amazon.com; AMC Theatres; Ashley Furniture; Barnes & Noble; Barnes & Noble College;**[\*123]** Beall's, Boscov's; Brookshire's; The Buckle; Carter's; Children's Place; Coborn's; Costco; Cracker Barrel; Crate & Barrel; Cumberland Farms; D'Agostino's; Dick's Sporting Goods; Dillard's; Drury Hotels; Family Dollar; Family Express; Foot Locker; The Gap; Genesco; GNC; Gulf; HMSHost; IKEA; Jetro; Lowe's; Michaels Stores; Mills Companies; National Association of Convenience Stores; National Community Pharmacists Association; National Grocers Association; New York & Company; NIKE; P.C. Richard & Son; PacSun; Panda Restaurant Group; Panera; Ralph Lauren; REI; Republic Services; Restoration Hardware; Sears; Starbucks; Stein Mart; Swarovski; Talbots; Thermo Fisher Scientific; Thorntons; Whole Foods; and Yum! Brands.

• "Home Depot" refers collectively to The Home Depot, Inc. and Home Depot U.S.A., Inc.

• "Direct Action Plaintiffs" refers collectively to the Target, 7-Eleven, and Home Depot plaintiffs (and is distinct from a separate grouping of plaintiffs known as the "Individual Plaintiffs" who likewise asserted claims independent of the class actions but who entered into separate settlement agreements with the defendants that remain in effect, and whose claims have therefore been resolved).**[\*124]**

• "Visa" refers collectively to Visa, Inc., Visa U.S.A., Inc., and Visa International Service Association.

• "MasterCard" refers collectively to MasterCard International Incorporated and MasterCard Incorporated.

• "Network Defendants" refers collectively to the Visa and MasterCard defendants.

• "Bank Defendants" refers to collectively to all of the remaining defendants, each of which is a bank.

**End of Document**

1. 1Most of the history of this litigation is reflected on the docket under which this order is captioned. However, district court proceedings from early 2014 through late October 2016, during which jurisdiction over much of the litigation had vested in the circuit court, are recorded in the docket of *In re Payment Card Interchange Fee & Merch. Disc.* ***Antitrust*** *Litig.*, 14-MD-1720 (MKB) (JO). [↑](#footnote-ref-0)
2. 2Each of the cited documents is a redacted version, available on the public docket, of a corresponding sealed pleading. The sealed versions are docketed at DE 1146, DE 1145, and DE 1144, respectively. The supplemental pleadings assert claims arising from the fact that after this litigation began, each of the networks conducted an initial public offering of stock ("IPO") that transformed it from a consortium of banks into a new public company independent of the banks. In their supplemental pleadings, the class plaintiffs asserted that the IPOs were anticompetitive and violated the Clayton Act. Second Supplemental Class Action Complaint ¶¶ 1-8, 235-267; First Amended Supplemental Class Action Complaint ¶¶ 1-10; 270-302. Those claims are not implicated in the instant motions to amend, and I therefore refer exclusively to Operative Class Complaint as the baseline for comparison to the proposed amendment. [↑](#footnote-ref-1)
3. 3The class names are imprecise, and used as a convenient shorthand. *See id.* at 2 n.2. The Direct Action Plaintiffs, along with Walmart, having opposed the appointment of any lead counsel for a group seeking class certification under Federal Rule of Civil Procedure (b)(2), have sought relief with respect to the role that co-lead counsel may play in representing the Equitable Relief Class. Their objections to my order denying those requests remain pending before the court. DE 6947 (appeal); DE 6957 (Equitable Relief Class Response); DE 6958 (Defendants' Response); DE 6964-1 (Direct Action Plaintiffs' Reply). [↑](#footnote-ref-2)
4. 4In addition to the motions described above, the plaintiffs listed below have adopted some of their counterparts' arguments in litigating their own motions to amend:

   • The plaintiffs in *Sunoco Inc. (R&M) v. Visa Inc., et al.*, 14-CV-5800 (MKB) (JO), rely on Target's arguments. *See* DE 6875.

   • The remaining plaintiffs in *Delta Airlines Inc., et al v. Visa Inc., et al.*, 14-CV-5800 (MKB) (JO), rely on the arguments of both Target and 7-Eleven. *See* DE 6889; DE 6889-8 (reply).

   • Plaintiff Roundy's Supermarket, Inc. filed a separate motion to amend that raises the same issues as the motions summarized in the text above. *See* DE 6907; Opp. at 1 n.1.

   • Plaintiff Rue21, Inc. ("Rue21") similarly asked to file an amended complaint in a letter dated December 6, 2016, DE 6766, but never filed a fully-briefed motion as directed or responded to the defendants' opposition; it later filed a notice of bankruptcy. DE 6973. To**[\*103]** the extent Rue21's motion remains pending, it implicates the same issues (*see* Opp. at 1 n.1), and is resolved in the same way, as the motions described above.

   • The sole plaintiff in *American Eagle Outfitters, Inc. v. Visa Inc., et al.*, 14-CV-0321 (MKB) (JO), joins in the motions of Target, 7-Eleven, and Rue21. DE 6885.

   • The plaintiffs in *Wal-Mart Stores, Inc., et al v. Visa U.S.A. Inc., et al.*, 14-CV-2318 (MKB) (JO) ("*Wal-Mart*"), moved to amend on the same grounds as those asserted by the Direct Acton Plaintiffs. *See* DE 6989; DE 6994. Because the *Wal-Mart* action has been stayed to accommodate the parties' settlement efforts, *see* DE 7072, this order does not formally resolve the motion on the merits; instead, I terminate it without prejudice. [↑](#footnote-ref-3)
5. 5The defendants submitted one memorandum of law (with supporting exhibits) in opposition to each of the plaintiffs' motions for leave to amend. *See* Opp. at 1. For ease of reference, I cite to the version submitted in opposition to Target's motion. [↑](#footnote-ref-4)
6. 6The parties' description of the unprecedented nature of the *AmEx* opinion is not in tension with the reference in *US Airways, Inc*. to some "few" cases addressing two-sided markets. The latter case involved claims arising "in a different industry and with very different facts" and the opinion did not cite any other decisions discussing a two-sided market in the context of payment cards. *Id.* [↑](#footnote-ref-5)
7. 7The defendants also argue in a footnote — the placement of which is itself a reason to disregard the argument, *see*, *e.g.*, [*Dorchester Fin. Sec., Inc. v. Banco BRJ, S.A., 2014 U.S. Dist. LEXIS 22637, 2014 WL 684831, at \*2 n.2 (S.D.N.Y. Feb. 21, 2014)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BKJ-VWN1-F04F-03FD-00000-00&context=) (citing cases) - that the plaintiffs' alternative pleading tactics violate [*Federal Rules of Civil Procedure 8*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YK-00000-00&context=). Opp. at 8-9 n.7. To the contrary, [*Rule 8*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YK-00000-00&context=) permits pleading alternative statements and inconsistent claims. [*Fed. R. Civ. P. 8(d)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YK-00000-00&context=). [↑](#footnote-ref-6)
8. 8Although I do not base my decision on any assumption that allowing the proposed amendments will be less burdensome than the defendants claim to fear, I am confident that the parties will rise to the challenge of supplementing their past discovery efforts efficiently. As the Damages Class Plaintiffs note, the parties have already taken extensive discovery relating to potential effects of the challenged practices on cardholders. *See* Damages Class Memo. at 6-7; Damages Class Reply at 2-4; *see also* Opp. at 20 n.15 (recognizing the overlap in discovery); Tr. at 11-12 (reporting that the parties are working jointly to avoid any inefficiencies and incompatible demands on the defendants). Moreover, the advent of the Direct Action Plaintiffs' claims and the circuit court's reversal of the earlier class settlement has in any event required extensive new discovery that has yet to be done. [↑](#footnote-ref-7)
9. 9Citing *US Airways*, the Damages Class Plaintiffs contend that relation back is appropriate because the newly added claims and the original one-sided market claims are pleaded in the alternative based on the same core facts. Damages Class Supp. Ltr. at 1-3. In *US Airways, Inc.*, the plaintiffs proceeded to trial and secured a jury verdict on the basis of a one-sided market theory, but the jury also answered in the affirmative when asked to decide whether the plaintiff had proved that the defendants had harmed competition in a hypothetical two-sided marked. In upholding that verdict, the court noted that the evidence had sufficed for the latter theory as well as the former. [*US Airways, Inc., 2017 U.S. Dist. LEXIS 40932, 2017 WL 1064709, at \*12 n.6*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5N4V-07P1-F04F-022B-00000-00&context=). The case may stand for the proposition that the Damages Class Plaintiffs might not need to respond to *AmEx* by asserting a new alternative claim, but it says nothing about whether, if such a claims is asserted, it relates back to the original complaint. [↑](#footnote-ref-8)
10. 10In a footnote, the defendants add that the plaintiffs' new claims pertaining to EMV "Chip" technology should not relate back. *See* Opp. at 21 n.17. The argument is not properly before the court, and I disregard it. *See*, *e.g.*, [*Dorchester Fin., 2014 U.S. Dist. LEXIS 22637, 2014 WL 684831, at \*2 n.2*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5BKJ-VWN1-F04F-03FD-00000-00&context=). [↑](#footnote-ref-9)
11. 11Other jurisdictions appear to take a more restrictive approach, applying *American Pipe* tolling only the same cause of action previously asserted by the putative class. *See* [*In re Comm. Bank of N. Va., 622 F.3d 275, 299 (3d Cir. 2010)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:512V-Y4X1-652R-1000-00000-00&context=) (collecting cases); [*Scott v. Ill. Bell Tel. Co., 169 F. Supp. 3d 845, 854 (N.D. Ill. 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5J8G-GWG1-F04D-749K-00000-00&context=) (same). [↑](#footnote-ref-10)