

IN THE COMPETITION APPEAL TRIBUNAL

Case Number: [_____]

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

and

**(1) MASTERCARD INCORPORATED
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE S.P.R.L.**

Proposed Defendants

FIRST WITNESS STATEMENT OF WALTER HUGH MERRICKS

I, **WALTER HUGH MERRICKS CBE**, of a private residential address in London, United Kingdom will say as follows:

1. I am the proposed class representative in respect of the above proposed claim (hereinafter, the proposed “**Claim**”), which I seek to bring as opt-out collective proceedings on behalf of individuals who between 22 May 1992 and 21 June 2008 purchased goods and/or services from businesses selling in the United Kingdom that accepted MasterCard cards, at a time at which those individuals were both (1) resident in the United Kingdom for a continuous period of at least three months, and (2) aged 16 years or over. The proposed Claim is brought under section 47B of the Competition Act 1998 (the “**Proposed Collective Proceedings**”).

2. I refer to the Collective Proceedings Claim Form dated 6 September 2016 which, amongst other things, seeks a collective proceedings order (“**CPO**”) from the Tribunal along with an order pursuant to section 47B(8) of the Competition Act 1998 authorising me to act as the representative in the Proposed Collective Proceedings.
3. I make this witness statement for the purpose of addressing my suitability to act as class representative in the Proposed Collective Proceedings, in light specifically of the considerations raised by Rule 78 of the Competition Appeal Tribunal Rules 2015 (the “**CAT Rules**”), as further expanded upon in the Competition Appeal Tribunal Guide to Proceedings 2015 (the “**Guide to Proceedings**”).
4. The facts and matters set out in this witness statement are true to the best of my knowledge, information and belief. Where they are not within my own knowledge, I state the source of my information or belief.
5. There is now shown and produced to me a number of exhibits marked respectively “**WHM1**” to “**WHM6**”, which comprise true copies of the documents to which I shall refer in this witness statement.

Statutory considerations for authorisation of a class representative

6. I understand that section 47B(8) of the Competition Act 1998 and Rule 78 of the CAT Rules provide that the Tribunal may authorise a person to act as the representative in collective proceedings:
 - 6.1 whether or not that person is a class member; and
 - 6.2 only if the Tribunal considers that it is just and reasonable for that person to act as a representative in those proceedings.
7. Rule 78(2) of the CAT Rules sets out the considerations to which the Tribunal ought to have regard in determining whether it is just and reasonable for a person to act as a representative. Those considerations which are relevant to my ability to act as the class representative include the following:
 - 7.1 whether the person would fairly and adequately act in the interests of the class members;

- 7.2 whether the person does not have, in relation to the common issues for the class members, a material interest that is in conflict with the interests of class members; and
- 7.3 whether the person will be able to pay the defendant's recoverable costs, if ordered to do so.
8. In relation to Rule 78(2)(c), I am not aware of any other applicant seeking approval to act as the class representative in respect of the same claims. I have not, therefore, addressed this requirement of the CAT Rules.
9. Rule 78(3) then sets out what the Tribunal ought to consider in determining whether a class representative would act fairly and adequately in the interests of class members. I understand that the Tribunal needs to take into account all the circumstances, including assessing the suitability of the representative to manage the proceedings (if he is a member of the class) and whether the representative has prepared a suitable plan for the proceedings which satisfactorily addresses the matters set out in Rule 78(3)(c)(i) to (iii).
10. I address these different considerations in the rest of this witness statement to demonstrate that I should be authorised by the Tribunal to be the class representative in the Proposed Collective Proceedings.

The Proposed Collective Proceedings

11. The claims in respect of which I seek permission to act as class representative in the Proposed Collective Proceedings are brought for the purpose of seeking redress on behalf of individuals who between 22 May 1992 and 21 June 2008 purchased goods and/or services from businesses selling in the United Kingdom that accepted MasterCard cards, at a time at which those individuals were both (1) resident in the United Kingdom for a continuous period of at least three months, and (2) aged 16 years or over, for losses suffered as a result of the proposed Defendants' unlawful anti-competitive behaviour as found by the European Commission (in its Decision COMP/34.579 MasterCard, COMP/36.158 EuroCommerce and COMP/38.580 Commercial Cards, dated 19 December 2007) (the "**EC Decision**").
12. The unlawful anti-competitive behaviour related to the proposed Defendants' imposition of default cross-border interchange fees for consumer credit and debit card transactions

within the EU (and EEA). The imposition of the charges, known as multilateral interchange fees or MIFs, were found in the EC Decision to constitute a decision of an association of undertakings for the purposes of (what was then) Article 81 of the EU Treaty (now Article 101 TFEU), and to have distorted competition by inflating the charges that acquiring banks charged to business (“**Merchant Service Charges**” or “**MSCs**”) for accepting payment cards in the MasterCard network. I understand from my legal advisers (and without waiving legal privilege in this regard and all subsequent references to where I state my understanding is based on what my legal advisers have informed me) that (unlike most of its decisions which involve a finding of infringement by object), in this case the EC Decision involved a finding of an infringement by effect. The Commission found that the effect of this restriction on competition was to the detriment of businesses and ultimately purchasers. The Commission found, at Recital 411 of the EC Decision, that “...customers making purchases at merchants who accept payment cards are likely to have to bear some part of the cost of MasterCard's MIF's irrespective of the form of payment the customers use...”. This finding was made because, depending on the competitive situation, businesses may respond to inflated MSCs by raising the retail prices of goods and services.

13. The Proposed Collective Proceedings are brought under the new collective action regime implemented by the amendments to section 47B of the Competition Act 1998 (the “**Act**”), introduced by the Consumer Rights Act 2015. To that end, I understand from my legal advisers that since the proposed Defendants’ appeal of the EC Decision was rejected by the European Union Court of Justice on 11 September 2014 (in Case C-382/12 P, *MasterCard and others v Commission*), the EC Decision constitutes an infringement decision which is now “*final*” for the purposes of section 58A(4) of the Act, and is, therefore, binding on the Tribunal under section 58(2) of that Act.
14. Accordingly, I understand from my legal advisers that the proposed Defendants will be unable to argue, in these Proposed Collective Proceedings, that the conduct that was the subject of the EC Decision was not an infringement of competition law. As such, I understand from my legal advisers that the Proposed Collective Proceedings are what are commonly referred to as a ‘follow-on’ action, and that the principal issue in this litigation will concern the extent of the losses suffered by (and the amount of damages owed to) the proposed class that I am seeking to represent as a result of the proposed Defendants’ established unlawful conduct.

15. The Proposed Collective Proceedings seek, with the assistance of expert economists and accountants that have been instructed by me, to make use of the finding that the infringing conduct identified in the EC Decision resulted in an overcharge in the level of the Intra-EEA fallback MIFs, such that those fees were higher than they would have been in normal competitive conditions. The Proposed Collective Proceedings allege that the infringing conduct concerning the Intra-EEA fallback MIFs resulted in a floor and/or guidance and/or a benchmark and/or a minimum price recommendation and/or a minimum starting point and/or a minimum level for domestic interchange fees charged within the MasterCard scheme in the United Kingdom during the full infringement period (resulting in an overcharge on domestic MIFs too). Accordingly, the proposed class that I seek to represent is entitled to recover for the loss and damage caused by all the MIF overcharges (both from cross-border transactions and domestic transactions).
16. The Proposed Collective Proceedings assert that the MIFs (including the overcharge on them) are passed on by the acquiring banks to retailers through the MSC and that this increased cost then flowed through to higher retail prices paid by the members of the proposed class, resulting in the class members suffering loss and damage. Interest is applied and this calculation gives the figure that I am seeking to recover for the proposed class of consumers.

My reasons for wanting to act as the class representative in the Proposed Collective Proceedings

17. Over a long career, I have held high-profile, public interest roles including senior positions requiring me to act in defence of consumers. My contributions to society in respect of consumer protection in the financial industry were recognised in 2007 when I was made a Commander of the Most Excellent Order of the British Empire (CBE).
18. Based on my professional experience, I have for some time held a belief that the United Kingdom needs an effective consumer redress regime that facilitates access to justice in cases of mass consumer detriment. I have been involved in consumer protection for 20 years, first as an insurance ombudsman and subsequently as a financial ombudsman. The ombudsman schemes can be effective in dealing with unresolved disputes between individual consumers and large institutions, but the big problem has always been how to provide justice for whole classes of consumers who have been affected by the same wrong-doing. When the mortgage endowment mis-selling scandal was exposed, individual consumers had to make complaints to the Financial Ombudsman Service one-

by-one and the Financial Ombudsman Service had to manage over 500,000 escalated complaints. My professional experience has made me believe there must be a better and more efficient way for handling mass consumer redress.

19. The new collective action regime introduced on 1 October 2015 is just such a regime. I see these proceedings as an opportunity to utilise the regime in order to deliver compensation to a wide class of consumers in the United Kingdom for loss and damage that they have suffered as a result of behaviour that has already been uncovered and found to be unlawful by the European Commission. Absent the collective action regime, the compensation due to these consumers would be likely to be irrecoverable, because, on their own, claims by individual consumers would not be capable of efficient pursuit. I also believe it is important to demonstrate that this new collective action regime can deliver effective redress to consumers on a wide scale.

My ability to fairly and adequately act in the interests of the class members

20. The combination of:
- 20.1 my training and qualifications as a lawyer;
 - 20.2 the positions of public responsibility that I have held and the professional experience that I have acquired during my career (in particular as the Chief Ombudsman);
 - 20.3 the expertise of the professional advisers I have instructed to advise, assist and represent me in bringing this Claim;
 - 20.4 the funding arrangements that my legal advisers and I have put in place for pursuing this Claim; and
 - 20.5 the plan for the proceedings that I, together with my legal advisers and Epiq Systems/Hilsoft Notifications (notice and administration experts) (“**Epiq/Hilsoft**”), have prepared for these proceedings (exhibited to this Statement at **WHM6**),

demonstrates that I have the skills and resources necessary to take on the role of class representative in the Proposed Collective Proceedings and to act fairly and adequately in the interests of the proposed class members.

21. Exhibited to this witness statement as **WHM1** is a copy of my CV. I draw the Tribunal's attention to the following points which, I believe, demonstrate my ability and suitability to act as class representative:

21.1 I am a qualified lawyer having been admitted as a solicitor in 1970. I have worked in various legal and law-related roles throughout my career, including spending many years applying the law to the financial services sector as the Chief Ombudsman of the Financial Ombudsman Service. I set out in more detail at paragraph 21.3 below the work I undertook, the decisions I was responsible for and the many legal challenges that the Service received. As a result, I am well-equipped to understand the legal issues and the factual issues that arise in these proceedings, am familiar with the litigation process, and will be able to represent the proposed class by providing appropriate instructions to my legal advisers and experts;

21.2 I have held several positions of public responsibility, including those which have directly concerned protecting and enforcing the rights and interests of consumers and members of the public. I also have extensive experience as a chief executive, chair and board member in public institutions. In this respect, my desire to act as class representative in the Proposed Collective Proceedings is the continuation of a commitment to serving the public good which I have demonstrated throughout my working life. In particular:

(a) in 1996, I was appointed the Insurance Ombudsman, a position I held until 1999, when it was decided that the eight ombudsman schemes covering insurance, banking, building societies, personal investment and investment management were to be merged into the Financial Ombudsman Service. Subsequently, I was appointed as the first Chief Ombudsman (effectively also Chief Executive) to manage the merger and to lead the new organisation. The provisions relating to the role and function of the Service are set out in the Financial Services and Markets Act 2000. The role of the ombudsman service was (and remains) to adjudicate fairly on disputes between consumers and businesses, and to provide members of the public with a means of redress in the event of unfair or wrongful treatment. I held the role of Chief Ombudsman for 10 years until 2009;

- (b) in 1978, I was appointed a member of the Royal Commission on Criminal Procedure, chaired by Sir Cyril Philips, whose terms of reference were to inquire into police powers, suspects' rights in criminal investigations and the arrangements for the prosecution of offences. The Commission held 50 full meetings, took oral evidence, visited every police force in England and Wales, as well as many police stations and criminal courts in the United Kingdom and abroad, and initiated twelve research studies. The recommendations in the Royal Commission's report led to the passing of the Police and Criminal Evidence Act 1984 and to the establishment of the Crown Prosecution Service;
- (c) between 1984 and 1986, I was a member of the Fraud Trials Committee, chaired by Lord Roskill. That Committee was charged with examining the then-prevailing system for investigating and prosecuting serious and complex fraud, and to consider the introduction of more effective means of fighting fraud through changes to the law and to criminal proceedings. The report we produced in 1986 led to the establishment of the Serious Fraud Office;
- (d) in 1985, I was appointed to be Assistant Secretary-General at the Law Society of England and Wales, a position I held until 1996. I had responsibility for advising on and publicly representing the Society's policies on a wide range of legal and law reform issues from family, criminal, administrative, commercial and financial law, as well as professional issues and matters such as legal aid;
- (e) I have also been commissioned to undertake important public reviews, looking to protect and promote the interests of consumers and the general public. For instance:
 - i. following the collapse of the XL tour operator group of companies in 2009, which produced an unprecedented number of claims on the Civil Aviation Authority's ATOL consumer protection fund, the Authority commissioned me to review and report on lessons learned. That review was published in May 2011 and many of my recommendations were addressed through the Department for Transport's ATOL Reform proposals, whilst others were to be

considered alongside the development of the Civil Aviation Authority's proposed ATOL Certificate, which aims to provide clarity and improved understanding of the protection afforded by the ATOL scheme for holidaymakers; and

- ii. I have recently completed an external review into allegations about staff conduct and management response related to the death of a baby at a major NHS Hospital Trust. The allegations included the provision of inaccurate information, an attempted cover-up and deletion of evidence. The case received widespread national publicity, with the Health Secretary taking a close personal interest.

21.3 I understand that, if authorised as class representative, I will be required to manage (with my legal advisers) a potentially complex, large-scale litigation and exercise control over the costs being incurred. I believe that the skills and experience that I have acquired over my entire professional career, and in particular during my tenure both as the Insurance Ombudsman and as the Chief Ombudsman of the Financial Ombudsman Service, equip me well to do this. In particular:

- (a) under my management and oversight, the Financial Ombudsman Service grew dramatically. In its first year, the budget was £21.4 million, the number of staff was around 350 and the annual number of complaints was 28,400. When I left the Financial Ombudsman Service in 2009, the budget was £90 million, staff numbers were approximately 1,060 and complaints had risen to 160,000. I am, therefore, used to managing large budgets and overseeing a team of professionals;
- (b) during my time as Chief Ombudsman, as well as handling large numbers of individual banking insurance and investment disputes, the Financial Ombudsman Service had to respond to successive waves of high profile, single issue, mis-selling complaints, including those concerning personal pensions, dual mortgage rates, the Equitable Life affair, mortgage endowments, so-called "precipice" investment bonds, split-capital investment trusts, bank account default charges, and payment protection insurance ("PPI");

- (c) the Chief Ombudsman role was a semi-judicial function, requiring me to hold the balance between the financial industry and its customers. The position required me to function within a complex new statutory legal and regulatory regime and required high-level interaction with regulators, senior civil servants, ministers, parliamentarians, consumer advocates, as well as senior industry leaders;
- (d) as Chief Ombudsman, I personally wrote and had published reasoned final decisions that had the force of law, and from which there was no appeal other than by way of judicial review. The background to the work was often legally and factually complex with large numbers of claimants and potentially very large sums at stake;
- (e) these decisions included pension mis-selling (£9 billion was estimated to be the total bill to the industry), dual mortgage rates (compensation claims of £4m), mis-sold investment bonds (12,000 mis-sold), mortgage endowments (5 million sold, half a million complaints to the Financial Services Ombudsman, and compensation cost to the industry of around £2 billion), Equitable Life (a potentially insolvent mutual with around half a million pensioners and policy-holders), and PPI (where banks have now made provisions of over £26 billion). I am used to handling high value, complex disputes similar to that raised in the Proposed Collective Proceedings;
- (f) many of the decisions made by myself or the other Ombudsmen within the Financial Ombudsman Service were subject to both threats of, and actual, challenge by judicial review. I am familiar with the litigation process and am prepared to be substantially involved in the running (and being class representative for) another large piece of litigation in the form of the Proposed Collective Proceedings. Exhibited at **WHM2** is a list of cases that I was involved in during my time as Chief Ombudsman;
- (g) while the day-to-day conduct of these cases was in the hands of the General Counsel and legal team at the Financial Ombudsman Service, as Chief Ombudsman/Chief Executive, I was responsible for the overall litigation strategy, and had a close involvement in the handling of the challenges that, if successful, would have posed a serious risk to the

organisation. I, therefore, consider myself very able to understand the kind of issues that may arise in this litigation and to instruct my legal advisers and experts accordingly;

- (h) as a result of my time as the Chief Ombudsman, I have needed to consider the wider issues arising from consumer claims management. The mis-management and poor response by financial firms to the mortgage endowment mis-selling scandal allowed for the rise of the claims management industry, an industry that then gained a new lease of life from the PPI scandal. As is well known, there has been much public disquiet at the relentless and intrusive marketing efforts of PPI claims management firms. Whilst it can be said that claims managers have ensured that more people have received compensation than would otherwise be the case, my perception is that this redress has come at the cost of much public resentment. Claims managers also appear to have taken disproportionately large shares of the compensation due to consumers. I believe that I am well placed to work with the claims administrator that I have instructed to prepare an administration plan that makes it as simple as possible for consumers to claim and that reduces the potential for unnecessary intervention of third party claims managers seeking to profit at the expense of the class. The litigation plan that is exhibited at **WHM6** sets out details of how I propose that the Proposed Collective Proceedings are to be noticed and, if successful, how the aggregate damages will be administered; this litigation plan necessarily leaves open some flexibility, depending on how the Proposed Collective Proceedings proceed, but demonstrates the substantial consideration that has been given to this important aspect of the Proposed Collective Proceedings.

22. As I am no longer in full time employment, I have the necessary time to dedicate to the role of class representative. Whilst I continue to hold a number of professional positions (which are set out in my CV **WHM1**) none of these positions would in any way impinge on my ability to manage the Proposed Collective Proceedings and provide instructions to my legal advisers, the experts and the claims noticing and administration consultants.

23. Indeed, the positions of public responsibility that I have held since retiring from full-time employment in 2009 also, I believe, demonstrate my suitability to represent a large class of members of the public. For example:
- 23.1 since 2009, I have been a trustee board member of JUSTICE, the all-party law reform think-tank charity dedicated to strengthening the justice system;
 - 23.2 between 2010 and 2015, I was a non-executive director and member of the board of Ombudsman Services Ltd, the dispute resolver for communications, retail energy, property and other consumer sectors;
 - 23.3 between 2011 and 2015, I was Service Complaint Adjudicator for the Legal Ombudsman, and since 2012 I have held a similar role for the Royal Institution of Chartered Surveyors;
 - 23.4 since 2012, I have been a Commissioner of the Gambling Commission, which is responsible for regulating the casino, lotteries, betting, arcades and bingo sectors, as well as the regulation of the National Lottery operator. My current term of office ends on 31 December 2016;
 - 23.5 in November 2014, I was appointed to be the chair of IMPRESS, the first independent press regulator in the United Kingdom, established in response to the recommendations of the Leveson enquiry. IMPRESS is applying to be officially recognised by the Press Regulation Panel as a regulator complying with the standards set out in the Royal Charter on Self-Regulation of the Press.
24. Whilst I have full confidence in my ability to carry out the functions of the class representative, I am mindful that beyond my set of legal and expert advisers, I do not have formal access to any other individuals whose sounding I can take about the Proposed Collective Proceedings. If this Claim were brought by a company, consumer association or charitable organisation, the decision making would benefit from the ability to discuss issues amongst the senior management colleagues. That was, of course, the position when I was the Chief Ombudsman. Whilst I would seek to communicate in a transparent manner with the proposed class about all aspects of the Proposed Collective Proceedings because I believe it is important that every member of the proposed class has the opportunity to understand the proposed Claim and what is happening, given the size of the proposed class, it is not feasible for me to have a dialogue with members of the proposed class about the conduct of the proposed Claim. Accordingly, I have

identified certain individuals with specific expertise and experience in consumer rights matters to be available to me as an informal consultative group. Whilst all decisions will be taken exclusively by me and will be my responsibility alone, I believe that my decision-making during the course of the Proposed Collective Proceedings will be enhanced by the ability to take soundings from this consultative group to give me confidence that my decisions will be in the interests of the class. A copy of the terms of reference of the proposed consultative group, along with a list of the individuals who have agreed to be members of the group, are exhibited at **WHM3**.

No conflict of interest

25. I am a member of the class on whose behalf the Proposed Collective Proceedings are sought to be brought. Therefore, my interests are aligned with those of the proposed class that I am seeking to represent. My objectives are to obtain the best possible outcome for the proposed class by recovering the full loss that they have suffered.
26. Given the significant amount of time that I plan to dedicate to performing the role of class representative, if authorised to do so by the Tribunal, I have agreed with my litigation funders for a modest amount of funds to be made available to cover my time spent and my out-of-pocket expenses. Commensurate with what I receive when performing various consulting and other roles (many of which I have referred to earlier in this witness statement), I have agreed an hourly rate of £150 to cover both my reasonable, documented time spent on the case, and any out-of-pocket expenses. The total amount I may receive is capped at £50,000 for any 12 month period and is payable for a period of up to three years.
27. Under no circumstances will I stand to receive any part of any damages which may be recovered for the proposed class through these proceedings other than such amount which I may be personally entitled to receive as a class member.
28. For the above reasons, I am unaware of any interest that is in conflict with the interests of the proposed class members so far as concerns the common issues to be decided in the Proposed Collective Proceedings.

Ability to meet any adverse costs order – the third party litigation funding arrangement

29. I am confident of succeeding in the Proposed Collective Proceedings, in particular because the European Commission has established that the proposed Defendants

breached competition law by agreeing Intra-EEA fallback MIFs that had the effect of setting a minimum price that businesses had to pay to their acquiring banks for accepting MasterCard payments. This unlawful behaviour caused consumer prices for goods and services to be higher than they ought to have been. However, I am fully aware of the risk of an adverse costs award should the proposed Claim not succeed. To provide for this eventuality, as part of the funding arrangement I have put in place to bring these proceedings, I have arranged provision of after the event (“**ATE**”) insurance cover of up to £10 million in adverse costs. I am informed by my legal advisers that this level of cover should be sufficient to pay the proposed Defendants’ recoverable costs, if ordered to do so.

30. The funding arrangements, which are with Gerchen Keller Capital, the world’s largest litigation funder with over US\$1.4 billion in assets under management, provide me with access to up to £30 million (in addition to the £10 million in adverse costs cover) to fund my costs of pursuing the Proposed Collective Proceedings. This amount obviously forms a very large litigation budget and I am informed by my legal advisers that this budget will be more than adequate to pursue the Proposed Collective Proceedings through to judgment, should that be necessary. The funding agreement is confidentially exhibited to this Witness Statement as **WHM4**.
31. In entering in to the third party litigation funding agreement, I was alive to the need to manage any potential conflict of interest between the interests of the proposed class and the interests of the litigation funder. In particular, the litigation funder has made a very sizeable litigation budget available to me for the Proposed Collective Proceedings, in circumstances where, if the proposed Claim is successful, their only guaranteed return is any adverse costs that the Tribunal may order the proposed Defendants to pay. This is unlikely to cover the full amount of the investment made by the funder and will not provide any return on that investment. Therefore, in the event that the Proposed Collective Proceedings are successful and there is any unclaimed damages at the conclusion of the proceedings, an application will need to be made under section 47C(6) of the Competition Act 1998 for the Tribunal to allow a payment to be made from any unclaimed damages.
32. I believe that the litigation funding agreement reflects the fact that the interests of the proposed class come first and that the litigation funder will only receive any monies in addition to what is recovered from the proposed Defendants, if there are any unclaimed damages and if the Tribunal considers it appropriate to make such an order for payment

to the litigation funder. In particular, the litigation funder has no influence or control over the litigation and so it will not be able in any way to influence the process by which damages are distributed or procure that some damages remain undistributed. My objective is to get compensation back into the hands of each member of the proposed class. I will look to implement, subject to the approval of the Tribunal, a process for the administration of any damages recovered by way of the Proposed Collective Proceedings, that seeks to enable each proposed class member to access their entitlement to the recovered damages.

Plan for the Proposed Collective Proceedings

33. In view of the size and complexity of the Proposed Collective Proceedings, together with my legal advisers and Epiq/Hilsoft, I have prepared a litigation plan for the Proposed Collective Proceedings which incorporates the Epiq/Hilsoft Notice and Administration Plan (“**the Epiq/Hilsoft Plan**”), which is exhibited at **WHM6**. The litigation plan addresses how I, my legal advisers, and Epiq/Hilsoft will ensure that the Proposed Collective Proceedings will be effectively and efficiently pursued in the interests of the proposed class, including how I will ensure that I effectively communicate with the proposed class.
34. I understand the importance of ensuring that the Proposed Collective Proceedings, and any CPO made in due course, are publicised as widely and as accurately as possible to all potential class members. Accordingly, having put the proposed Defendants on notice of the Proposed Collective Proceedings, I arranged for the implementation of a public relations plan that ensured that the mass media in the United Kingdom and across the world, reported on the fact of the Proposed Collective Proceedings. As of July 2016, there has been extensive press coverage in all the major United Kingdom newspapers and radio. A list of the press coverage which the Proposed Collective Proceedings have received to date is provided at **WHM5**. I believe that the major newspapers will continue to report on the key developments in the Proposed Collective Proceedings, and that there is likely to be increased television and radio interest after the Proposed Collective Proceedings are filed. This publicity has meant that there is already a large amount of information regarding the Proposed Collective Proceedings in the public domain and this existing information will facilitate the notice obligations that I have once the application for the Proposed Collective Proceedings is filed.
35. The key elements of that litigation plan (and the Epiq/Hilsoft Plan) are as follows:

35.1 A clear communications plan has been put in place in order to communicate with the proposed class, publicise the proceedings and to issue notices as required under the CAT Rules. The communications and notice aspects of the litigation plan involves the following:

- (a) The creation of a claim website at www.MasterCardConsumerClaim.co.uk which will go live after directions are given by the Tribunal for the CPO application hearing. The website will be updated during the proceedings and will contain access to important documents, FAQ's, videos, narrative descriptions of the Claim and timeline, descriptions of class members' rights, actions they can take, and the ability to register to receive email and/or text updates throughout the proceedings;
- (b) the continued use of earned media¹ by issuing notices and press releases regarding developments in the proceedings to the mainstream United Kingdom media (print and online), certain identified foreign media (print and online) and an accompanying public relations campaign to promote media reporting on the content of the notices and press releases;
- (c) paid print publication notices (i.e. adverts in newspapers and magazines) in the United Kingdom print media;
- (d) paid online advertising on website banners (on United Kingdom targeted websites);
- (e) social media notices via Facebook and other channels;
- (f) sponsored search listings;
- (g) the provision of relevant information (at all appropriate stages of the proceedings) to the proposed class via Which? magazine and the potential to also provide information via their more flexible channels (such as Which? online news, the Which? Consumer Rights Website and Which? conversation). I will work closely with Which? to seek to utilise their more flexible channels and Which? has confirmed to me that they

¹ This is a term used to refer to publicity that is generated free of charge in relation to the promotion of a particular issue in the media. Earned media can include articles in the press (print and online), word of mouth, blogs, etc.

will, at the appropriate time, consider publication of an online story with links to the CPO Notice on my claim website. I will seek to ensure that the greatest possible impact is obtained from the different communication channels offered by Which?;

- (h) publications on MoneySavingExpert.com, the UK's biggest consumer website, with 15 million users a month and over 11 million email addresses opted in to its weekly email send, and who have lobbied for the introduction of collective actions in the United Kingdom, rather than a 'don't ask, don't get', which penalises vulnerable consumers. MoneySavingExpert.com will help the millions of consumers potentially affected to understand the proposed claim being filed on their behalf. MoneySavingExpert.com intends to follow the case as it goes along, keeping users updated as is editorially merited. If any compensation is awarded by the court, MoneySavingExpert.com will work to communicate and ensure that those who have suffered loss understand how to get the compensation the Tribunal has decided they are due. I will work closely with MoneySavingExpert.com to provide it with notices and information about the Proposed Collective Proceedings so that it can get information out to its very large user base through editorial reporting; and
- (i) outreach to hard to reach individuals, groups of people and communities across the United Kingdom.

35.2 A method for dealing with enquiries from proposed class members which includes the ability for individuals to post messages to the website, FAQ's (which will be updated to take account of common themes / questions arising out of the message function), a Freephone telephone number (including access to a live call centre if damages are recovered and class members need to make a claim to receive their entitlement to the damages) and a PO Box for written communications; and

35.3 An outline process for how an aggregate award of damages would be distributed amongst class members and how class members can apply to receive their share of any damages that I am able to recover from the proposed Defendants.

Conclusion

36. For the foregoing reasons, I consider that I meet the requirements for authorisation as class representative pursuant to section 47(B) of the Competition Act 1998 and Rule 78 of the CAT Rules, and would respectfully request that the Tribunal authorise me to perform this role.

Statement of Truth

I believe that the facts stated in this witness statement are true.



.....
Walter Hugh Merricks

Dated: 6 September 2016

IN THE COMPETITION APPEAL

TRIBUNAL

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class

Representative

-and-

(1) MASTERCARD INCORPORATED

**(2) MASTERCARD INTERNATIONAL
INCORPORATED**

(3) MASTERCARD EUROPE S.P.R.L.

Proposed Defendants

**FIRST WITNESS STATEMENT OF
WALTER HUGH MERRICKS**

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London

EC4M 7RA

Ref: BB/KV/NC/MCC/JWB/07078-00001

**Solicitors for the Applicant / Proposed
Class Representative**

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

IN THE COMPETITION APPEAL TRIBUNAL

Case Number:

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

- and -

- (1) MASTERCARD INCORPORATED**
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE S.P.R.L.

Proposed Defendants

EXHIBIT WHM1

This is the exhibit marked “WHM1” referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.



.....
Walter Hugh Merricks

Dated: 6 September 2016

Curriculum Vitae – Walter Hugh Merricks CBE

Current positions

JUSTICE, trustee and non-executive director, 2009 – present

Gambling Commission, Commissioner (non-executive board member), 2011 – present

Royal Institution of Chartered Surveyors, Service Complaint Reviewer, 2012 – present

IMPRESS, the Independent Monitor for the Press, Chair 2014 – present

Previous positions

Ombudsman Services Ltd, non-executive director, 2010 – 2015

Academy of Medical Royal Colleges, Chair of the Trustee Board, 2011 – 2015

Legal Ombudsman, Service Complaint Adjudicator, 2011 – 2015

Office of Health Professions Adjudicator, inaugural Chair, 2009 –2012

Human Fertilisation and Embryology Authority, Board Member 2002-2008, Interim Chair, 2007 – 2008

Financial Ombudsman Service, Chief Ombudsman, 1999 – 2009

Insurance Ombudsman, 1996 – 1999

The Law Society, Assistant Secretary-General, Head of Communications, 1985 – 1996

Journalism and broadcasting: Legal Affairs Columnist, New Law Journal 1982 – 1985

Brunel University, Lecturer in Law, 1976 – 1981

Camden Community Law Centre, inaugural Director, 1972 – 1976

Articled Clerk to Batt Holden, Solicitors, 1968 – 1970

Independent reviewer roles

British Copyright Council

Commissioned to undertake a review of the UK's copyright collective licensing organisations
Report was published in May 2014 at www.independentcodereview.org.uk

Civil Aviation Authority

Appointed in 2010 by the Civil Aviation Authority to conduct an independent review of its claims handling procedures under the ATOL tour operator protection and compensation scheme
Report was published in 2011

Public Inquiry Appointments

Member, Royal Commission on Criminal Procedure (Ch: Sir Cyril Philips), 1978-1981
(recommendations led to Police and Criminal Evidence Act, and set up of Crown Prosecution Service)

Member, Committee on Fraud Trials (Ch: Lord Roskill) 1985-1986 (recommendations led to set up of Serious Fraud Office; wrote dissenting opinion opposing ending jury trial)

Other appointments

Member, Ministry of Justice Public Legal Education Strategy Group, 2008 – 2009

Chairman, International Network of Financial Ombudsman schemes, 2007 – 2009

Chairman, International Network of Financial Ombudsman schemes, 2007 – 2009

President, British Insurance Law Association, 2006 – 2008

Honorary Fellow, Chartered Insurance Institute, 2005

Chairman, British and Irish Ombudsman Association, 2001 – 2004

Member, BBC Governors' Independent Panel on Consumer Programming, 1997 – 1998

Member, Victim Support Working Party on Financial Compensation for Victims of Crime, 1993

Chairman, Review Body for the Police Foundation, 1990

Chair, Donor Conception Network (a charity supporting those using donor conception to found a family), 1993 – present

Publications

Articles in legal and financial journals; chapter contributions to academic works on administrative justice

Awards and qualifications

Honorary Fellow, Chartered Insurance Institute, 2005

Individual Achievement Award, British Insurance Awards, 2004

Honorary Doctor of Laws, London Guildhall University, 2001

Admitted a Solicitor, 1970

M.A. Oxon (Hons) Jurisprudence, 1967

Education

Malcolm Hubbard Scholar, Montreal, Canada, 1971

The College of Law, 1967 – 1968

Trinity College, University of Oxford, 1963 – 1966

Bradfield College, Berkshire, 1958 – 1963

Volunteering

Voluntary Service Overseas, Bahawalpur, West Pakistan, 1963

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

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- (3) MASTERCARD EUROPE S.P.R.L.**

Proposed Defendants

EXHIBIT WHM2

This is the exhibit marked “WHM2” referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.



.....
Walter Hugh Merricks

Dated: 6 September 2016

Cases involved in during time as Chief Financial Services Ombudsman

1. *R (on the application of Towry Law Financial Services Plc) v Financial Ombudsman Service [2002] EWHC1603 (Admin)*
2. *R (on the application of Norwich and Peterborough Building Society) v Financial Ombudsman Service [2003] 1 All ER (Comm) 65*
3. *R (on the application of Green t/a Green Denman & Co) v Financial Ombudsman Service [2003] EWHC 338*
4. *R (on the application of Young Ridgway & Associates) v Financial Ombudsman Service [2004] EWHC 3371, WL 3327981*
5. *R (on the application of IFG Financial-Services-Limited) v Financial Ombudsman Service [2005] All ER (D) 301*
6. *R (on the application of Seirse Treabhar Ropaigealach) v. Financial Ombudsman Service 2005 WL 815991 (CA (Civ Div) [2005] EWCA Civ 269*
7. *R (on the application of Goldance) v Financial Ombudsman Service [2005] EWHC 2220 (Admin)*
8. *R (on the application of Garrison Investment Analysis) v Financial Ombudsman Service [2006] EWHC 2466 (Admin)*
9. *R (on the application of Bruce) v Financial Ombudsman Service [2007] EWHC 1646 (Admin)*
10. *R (on the application of Brinsons (a firm) v Financial Ombudsman Service [2007] EWHC 2534 (Admin)*
11. *R (on the application of Heather Moor & Edgecomb Limited) v Financial Ombudsman Service [2008] EWCA Civ 642*
12. *R (on the application of Keith Williams) v Financial Ombudsman Service [2008] All ER (D) 35 (Jul)*

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

IN THE COMPETITION APPEAL TRIBUNAL

Case Number:

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WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

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- (1) MASTERCARD INCORPORATED**
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Proposed Defendants

EXHIBIT WHM3

This is the exhibit marked “WHM3” referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.



.....
Walter Hugh Merricks

Dated: 6 September 2016

Consultative Group Terms of Reference

Walter Hugh Merricks CBE v MasterCard Inc. & Ors

Proceedings in the Competition Appeal Tribunal

Proposed Collective Opt-out Claim on behalf of UK consumers seeking to recover loss and damage caused by Multilateral Interchange Fees

MasterCard Collective Action Consultative Group to support Walter Merricks - Terms of Reference

As at 6 September 2016

BACKGROUND

The Proposed Collective Proceedings

1. Walter Merricks is proposing, as a class representative on behalf of a large group of United Kingdom consumers, to launch a collective action claim against MasterCard to recover losses borne by consumers resulting from MasterCard's wrongful actions.
2. The claim will be one of the first to be filed under the Consumer Rights Act 2015. The Act enables a collective damages claim to be brought on behalf of a class of people who have suffered loss as a result of infringements of competition law.
3. MasterCard was found, following a long-running legal battle with the European Commission that ended in 2014, to have infringed EU competition law by imposing unlawfully high charges (known as multilateral 'interchange' fees) relating to the use of MasterCard debit and credit cards. MasterCard had the option to accept that its card fees were set at an anticompetitive level and reach a settlement with the European Commission to lower its fees. It chose not to do that and, instead, the unlawful imposition of these fees lasted for nearly 16 years. MasterCard then unsuccessfully fought the European Commission's infringement decision through the European Courts for a further 10 years.
4. As MasterCard's fees have already been found to be unlawful by the European Commission, the proposed 'follow-on' claim need only prove the damage that consumers suffered as a result of MasterCard's anticompetitive behaviour. Based on expert analysis using publicly available data, the total damage caused to consumers in the United Kingdom runs into the billions of pounds. This amount, if proven, will equate to hundreds of pounds in damages for every single consumer in the United Kingdom that comes within the definition of the proposed class.

The class representative: Walter Merricks CBE

5. Mr Merricks will be applying for a Collective Proceedings Order from the Competition Appeal Tribunal which will allow the claim against MasterCard to proceed as an opt-out collective action and for Mr Merricks to be the class representative. This application will be the first issue that the Tribunal will determine once the proposed claim is filed.

PURPOSE

6. Mr Merricks is the proposed class representative. In that regard, if he is approved to act as the class representative, all decisions regarding the conduct of the litigation, the instructions given to legal advisers and experts, and any decision regarding whether to propose a settlement to the Competition Appeal Tribunal, are for him only. However, he has decided that it would assist him in the performance of his role as class representative and help him be confident that he is always acting fairly and adequately in the interests of all members of the class, to have a group of individuals with extensive experience in consumer related issues, to call upon and take their soundings. These individuals will constitute the MasterCard Collective Action Consultative Group (the “**Consultative Group**”).
7. The role of the Consultative Group will be to have informal discussions with Mr Merricks as and when requested by him throughout the course of the proceedings. There is no obligation upon Mr Merricks to seek the views of the Consultative Group, nor is he obliged to accept those views. Should Mr Merricks decide to sound out the Consultative Group, the views of the members will be advisory only, and members of the group will carry no liability in relation to the views expressed. Consumers in the class represented by Mr Merricks may gain confidence from the fact that, before taking important decisions, Mr Merricks will have the opportunity to take soundings from a group of experts in consumer affairs.

FUNCTIONING

8. The Consultative Group will meet at Mr Merricks's request, either by way of telephone or in person at the offices of Quinn Emanuel Urquhart & Sullivan UK LLP (Mr Merricks's legal advisers in the proceedings). As the Consultative Group will function on a voluntary basis, Mr Merricks will cover all administrative costs associated with any and all meetings.

Preserving confidentiality

9. As the role of the Consultative Group will relate to ongoing litigation, all matters discussed within the Consultative Group will remain confidential at all times. Accordingly, each member will undertake not to disclose the fact of or the contents of those discussion with any third party outside the Consultative Group (and Mr Merricks's legal representatives for the proceedings). A confidentiality agreement is annexed to these Terms of Reference that each member of the Consultative Group will need to sign.

Managing disclosure issues and preserving litigation privilege

10. To avoid any risk of the discussions within the Consultative Group generating materials that may not benefit from the protection of legal privilege and that could be disclosable in the litigation, the following rules will be respected at all times:
 - (a) All discussions will take place orally at scheduled meetings (whether by telephone or in person). There will be no discussions (however informal) outside scheduled meetings. Discussions or messages via email or other electronic media between members of the Consultative Group will not take place. The only electronic messages that will be created will be either administrative in nature to schedule, cancel or rearrange a meeting (such messages being sent by Mr Merricks with members responding as to their availability or acknowledging receipt), or to draw attention to information that is in the public domain ;
 - (b) Members of the Consultative Group will not create any documents (including their own informal notes) regarding anything discussed at scheduled meetings; and
 - (c) No notes or minutes of the scheduled meetings will be taken.
11. Should there be a need for any documents to be created for the Consultative Group in order to update them on the proceedings, these will be prepared by Mr Merricks's legal representatives and sent by them or Mr Merricks to the members. To avoid the risk of creating any potentially disclosable documents, the Consultative Group members will not annotate or comment in writing on any such documents, and will treat such documents as confidential in accordance with paragraph 10 above.

MEMBERSHIP

12. Members are appointed by Mr Merricks and serve for an unspecified period and may resign at any time. Additional members may be identified and added by Mr Merricks to fill a vacancy or to enlist particular expertise. In addition to Mr Merricks, the members of the Consultative Group are currently as follows:

Marlene Winfield OBE

Ms Winfield is a member of the Legal Services Board Consumer Panel. The Panel's role is to provide independent advice to the Legal Services Board about the interests of users of legal services.

Ms Winfield also advises the Royal College of Physicians on patient and carer policy. She is a trustee of the Thalidomide Trust, and is a non-executive director of the Professional Record Standards Body for Health and Social Care. She was previously director for patients and public in the Department of Health. For 15 years Ms Winfield ran a support group that helped thousands of British women obtain compensation for injuries from the faulty Dalkon Shield contraceptive device.

Ms Winfield has previously held roles that include head of policy research at the National Consumer Council, a member of the Civil Justice Council, the British and Irish Ombudsman Association Executive, and the National Information Governance Board for Health and Social Care.

Kate Wellington

Ms Wellington is the Lead Lawyer for Policy & Communications at Which?, supporting the organisation's policy, advocacy, campaigning and enforcement initiatives. She led Which?'s policy and lobbying work on the private actions aspects of the Consumer Rights Act 2015.

Ms Wellington is a qualified solicitor in the United Kingdom and Australia, and practised as a commercial and competition litigator at Linklaters LLP where she specialised in dispute resolution, regulation and competition law before joining Which?.

She holds a public appointment as the consumer representative on the Civil Procedure Rule Committee.

Carol Brady MBE

Ms Brady is Chair of the Board of the Chartered Trading Standards Institute and a non-executive member of the boards of the Claims Management Regulator and of Trustmark (the Government-endorsed quality scheme). Ms Brady is also an Independent Advisory Member for the Commission for Local Administration in England (the Local Government Ombudsman).

In September 2015, Ms Brady led an Independent Review into the regulation of claims management companies, commissioned jointly by HM Treasury and the Ministry of Justice. Ms Brady has also previously held roles that include Senior Ombudsman at the Office for Legal Complaints, a member of the Legal Services Board Consumer Panel, Operations Director at the Office of Fair Trading, Director of Service Improvement at the Local Better Regulation Office, and national operations manager for Consumer Direct where she was involved in the establishment of the national helpline.

Ms Brady was awarded an MBE in June 2016 in recognition of her services to consumers and better regulation.

Arnold Pindar

Mr Pindar is chair of the UK National Consumer Federation, the organisation that supports the work of voluntary, independent consumer groups, individuals and those in other organisations that have an interest in consumer affairs. He is also president of ANEC – the European Consumer Voice in standardisation.

Mr Pindar worked for many years at the Department of Trade & Industry, much of this time dealing with consumer safety. He joined the British Standards Institution in 1996 as Head of Consumer & Societal Policy, retiring in 2006. He has represented the UK at European Council and Commission Working Parties developing safety related harmonization Directives, and has been a member of many British and European (CEN) Standards Technical Committees. He has a leading role in consumer activities, related to standardisation, in Europe and throughout the world.

Steven Gould

Mr Gould is an independent consultant on regulation, consumer protection and strategic policy development. He led the regulatory function of the Royal Institute of Chartered Surveyors – the world’s leading built environment professional body – for 14 years until 2014. Earlier in his career, he had worked for Which?, and also as a senior policy official in the Ministry of Defence.

Mr Gould is currently a member of the consumer panel of the Civil Aviation Authority; the panel acts as a champion of the interests of consumers as customers of the aviation industry. He is also a member of the General Chiropractic Council – one of the statutory health regulators; and a trustee of the Microgeneration Certification Scheme - a charity responsible for standards, consumer protection and education in domestic renewable energy.

His previous non-executive roles include membership of the government’s Better Regulation Commission, a non executive director of Ombudsman Services Ltd (which operates the Energy Ombudsman and the Communications Ombudsman schemes), and membership of a number of panels and advisory committees on governance and conduct.

MASTERCARD CONSUMER CLAIM CONSULTATIVE GROUP
CONFIDENTIALITY UNDERTAKING

[FULL NAME]

of [address]

UNDERTAKES to comply with the obligations contained in this confidentiality undertaking.

As a member of the MasterCard Consumer Claim Consultative Group (the "**Consultative Group**") you will be informed of and discuss by oral communication confidential information concerning or relating to the collective action brought by Walter Merricks CBE on behalf of United Kingdom consumers against MasterCard before the Competition Appeal Tribunal (the "**Proposed Collective Proceedings**").

1. Confidential Information

Confidential information is defined as any information disclosed to you by Mr Merricks, by his solicitors or counsel, or by another member of the Consultative Group relating to the Collective Action, including but not limited to information relating to the progress of the case, questions of fact and law in dispute between Mr Merricks and MasterCard, strategic issues and issues concerning communication with and the administration of damages to members of the class ("**Confidential Information**").

2. Confidentiality Obligation

- 2.1 You undertake not to discuss with or otherwise disclose Confidential Information to any third party that is not a member of the Consultative Group or part of the legal team representing Mr Merricks.
- 2.2 You also undertake not to create documents, notes or records in any format relating to Confidential Information or to discussions that take place within the Consultative Group regarding Confidential Information.

3. Permitted Disclosure

- 3.1 The obligation set out in paragraph 2 shall not apply, or shall cease to apply, to Confidential Information that:
 - (a) has become public knowledge, other than through disclosure in breach of this Undertaking; or
 - (b) was already lawfully known to you otherwise than by reason of your membership of the Consultative Group; or

- (c) is required to be disclosed by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- (d) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule.

4. Jurisdiction and Governing Law

4.1 You irrevocably undertake that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with this Undertaking or its subject matter or formation, including any question regarding its breach, existence, validity or termination or the legal relationships established by it (including non-contractual disputes or claims), which shall be governed by and construed in accordance with the laws of England and Wales.

Executed as a deed by **[NAME]**

Signed.....

Date.....

In the presence of:

Full name of witness:.....

Address:.....

.....

Occupation:.....

Signed.....

Date.....

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

IN THE COMPETITION APPEAL TRIBUNAL

Case Number:

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

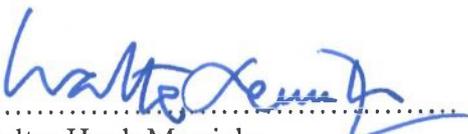
- and -

- (1) MASTERCARD INCORPORATED**
- (2) MASTERCARD INTERNATIONAL INCORPORATED**
- (3) MASTERCARD EUROPE S.P.R.L.**

Proposed Defendants

EXHIBIT WHM4

This is the exhibit marked "WHM4" referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.


.....
Walter Hugh Merricks

Dated: 6 September 2016

AGREEMENT

This [redacted] Agreement [redacted] (“Agreement”), dated as of 22 June 2016 (the “Agreement Date”), is made by and [redacted] (“Purchaser”), and Walter Merricks, an individual domiciled in England (“Seller”). In consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following terms shall have the following meanings when used in this Agreement:

“Agreement” has the meaning given to it in the preamble to this Agreement.

“Agreement Date” has the meaning given to it in the preamble to this Agreement.

[redacted]

“Bankruptcy Event” means any of the following: (i) Seller suspends, or threatens to suspend, payment of his debts, is unable to pay his debts as they fall due, admits inability to pay his debts or is deemed either unable to pay his debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the IA 1986; (ii) Seller commences negotiations with all or any class of his creditors with a view to rescheduling any of his debts, or makes a proposal for or enters into any compromise or arrangement with his creditors; (iii) Seller becomes the subject of a bankruptcy petition, application or order; (iv) a third party becomes entitled to appoint a receiver over any of Seller’s assets; or (v) a creditor or encumbrancer attaches or takes possession of any of Seller’s assets.

“CAT” means the Competition Appeal Tribunal.

“CAT Rules” means the Competition Appeal Tribunal Rules 2015.

“Claimants” means United Kingdom consumers on whose behalf the Litigation is brought and who are eligible to participate in the distribution of Proceeds.

“Commitment” has the meaning given to it in Section 2.1.

“Commitment Amount” has the meaning given to it in Section 2.1.

“Costs Award” means any amount ordered to be paid by any other party to the Litigation in respect of the Representative’s fees and costs incurred in the Litigation.

“Deployment” has the meaning given to it in Section 2.1.

[redacted]

“Encumbrance” means any (a) mortgage, pledge, lien, security interest, charge, hypothecation, security agreement, security arrangement or encumbrance, or other adverse claim against title of any kind; (b) purchase, option, call, or put agreement or arrangement; (c) subordination agreement or arrangement; (d) prior sale, transfer, assignment, or participation by Seller of the Transferred Costs Rights, Transferred Undistributed Proceeds Rights, the Proceeds, or any interest in the Litigation; or (e) agreement or arrangement to create or effect any of the foregoing.

“Entity” means any individual, partnership, corporation, limited liability company, association, estate, trust, business trust, governmental authority, fund, investment account, or other person or entity.

[redacted]

“Funding Completion Date” means the earlier of (i) the date on which the Purchase Price has reached the Commitment Amount; and (ii) the conclusion of the Litigation.

“including” means including, but not limited to.

“IA 1986” means the U.K. Insolvency Act 1986.

[redacted]

“Late Payment Interest” has the meaning given to it in Section 2.5(f).

“Litigation” means any litigation matters filed by the Representative on behalf of the Claimants against MasterCard with respect to MasterCard’s multilateral interchange fees, as filed in all applicable jurisdictions or forums in the U.K. (arbitral, judicial, or otherwise (including CAT)), together with (a) any and all claims, suits, causes of action, proceedings, and other rights relating to, or arising from, such matters; (b) any and all enforcement, ancillary, parallel, or alternate dispute resolution proceedings and

processes arising out of or related to such matters; and (c) any additional cases, lawsuits, arbitration matters, or other proceedings filed or initiated by or on behalf of the Claimants based upon the same or substantially similar claims.

“**Litigation Counsel**” means Quinn Emanuel Urquhart & Sullivan UK, LLP, a U.K. limited liability partnership.

“**Litigation Counsel Letter**” means the letter, in a form approved by Purchaser, from Seller to Litigation Counsel, and agreed to by Litigation Counsel, that relates to the payment of the Undistributed Proceeds and any Costs Award to Purchaser pursuant to this Agreement and subject to any order of CAT.

“**MasterCard**” means MasterCard Incorporated, MasterCard International Incorporated, MasterCard Europe S.P.R.L., and any of their respective affiliates against whom the Litigation is brought.

“**Party**” means each of Seller and Purchaser, and Seller and Purchaser are collectively referred to as the “**Parties**.”

“**Proceeds**” means any and all proceeds, receivables, property, cash, and other consideration payable to, or on behalf of, Seller or the Claimants in connection with the Litigation (whether by suit, judgment, settlement, or otherwise), including (a) any consequential or actual damages on account thereof, and (b) any interest awarded or later accruing on the foregoing. Subject to any order of CAT, the Proceeds will be calculated and determined without taking into consideration and prior to deduction of (i) any taxes payable by Seller or the Claimants in connection with the Proceeds; (ii) setoffs of any kind, including setoffs in respect of any claim or counterclaim asserted against Seller or the Claimants by any Entity; or (iii) fees and/or expenses incurred in connection with the Litigation or the collection of any Proceeds. The Proceeds exclude any Costs Award.

“**Purchase Price**” means the aggregate amount of Deployments.

“**Purchaser**” has the meaning given to it in the preamble to this Agreement.

“**Representative**” means Seller acting as a representative for United Kingdom consumers on whose behalf the Litigation is brought.

“**Seller**” has the meaning given to it in the preamble to this Agreement.

“**Total Investment Return**” means an amount of the Undistributed Proceeds and any Costs Award equal to the sum of: (a) the greater of (i) £135,000,000; or (ii) 30% of the Undistributed Proceeds up to £1 billion, plus 20% of the Undistributed Proceeds in excess of £1 billion; plus (b) the Late Payment Interest, if any. In calculating the Total Investment Return, credit will be given for any Costs Award that is paid by Seller to Purchaser.

“**Transaction Documents**” means, collectively, this Agreement, the Litigation Counsel Letter, and any other documents, instruments, or certificates entered into or delivered in connection with this Agreement.

“**Transferred Costs Rights**” means all of Seller’s right, title, and interest in and to any Costs Award.

“**Transferred Undistributed Proceeds Rights**” means, subject to an order of CAT that Seller will use best endeavours to obtain, the amount of Undistributed Proceeds payable to Purchaser in accordance with the terms and conditions of this Agreement.

“**Undistributed Proceeds**” means Proceeds that are not distributed to the Claimants. If the Undistributed Proceeds include non-cash components (e.g., shares of stock), subject to any order of CAT, Seller shall pay Purchaser based on Undistributed Proceeds including the cash value thereof, with such value expressly agreed to by Purchaser, or monetize said non-cash Undistributed Proceeds as soon as commercially reasonable in a manner expressly agreed to by Purchaser.

“**VAT**” has the meaning given to it in the Value Added Tax Act 1994.

ARTICLE II

TERMS OF INVESTMENT

Section 2.1. **Commitment and Deployments.** Subject to the terms and conditions of this Agreement, Purchaser commits (the “**Commitment**”) to make payments to Seller or on Seller’s behalf (each payment, a “**Deployment**”), at any time and from time to time from the Agreement Date until the Funding Completion Date (unless (a) the Commitment is terminated earlier in accordance with the terms of this Agreement; or (b) Purchaser agrees in writing to make Deployment(s) after the Funding Completion Date), in the maximum aggregate amount of £35,642,250, inclusive of any VAT (the “**Commitment Amount**”); provided, however, that the foregoing reference to £35,642,250 assumes that Deployments for costs related to administration of any Proceeds under

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Section 2.2(a)(iii) equals £3,500,000 (exclusive of VAT) and, in the event that Deployments under Section 2.2(a)(iii) are in excess of £3,500,000 (exclusive of VAT), the Commitment Amount shall increase by the amount of such excess (e.g., if Deployments under Section 2.2(a)(iii) were equal to the maximum of £10,000,000 (exclusive of VAT), the Commitment Amount would instead be £43,442,250 (inclusive of VAT)). The Commitment is not revolving. Seller agrees that Purchaser is not acquiring or assuming any responsibility, obligation, or liability of Seller, including any duty, obligation, or expense with regard to the Litigation, the Proceeds, or any Costs Award. In consideration of the Commitment, Seller, subject to any order of CAT, (a) absolutely assigns, conveys, sells, sets over, transfers, and warrants to Purchaser the Transferred Costs Rights, free and clear of any Encumbrance; and (b) agrees to use his best endeavours to ensure Purchaser obtains the full benefit of the Transferred Undistributed Proceeds Rights.

[REDACTED]

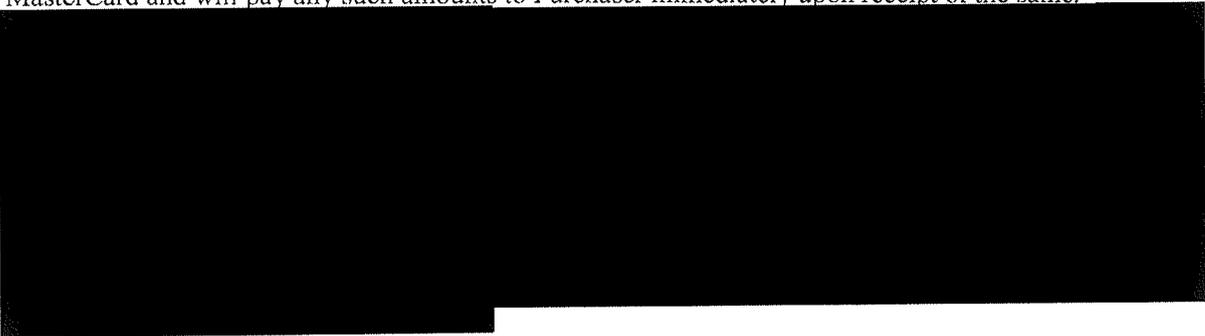
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CONFIDENTIAL

Section 2.4. Termination and Reduction of Commitment.

- (a) Upon the earlier to occur of (i) the Funding Completion Date; and (ii) a Bankruptcy Event, Purchaser's obligation to fund any unfunded portion of the Commitment will automatically terminate.
- (b) If: (i) Purchaser reasonably ceases to be satisfied about the merits of the Litigation, provided that Seller has been given a reasonable opportunity to address Purchaser's concerns about the merits of the Litigation; (ii) Purchaser reasonably believes that the Litigation is no longer commercially viable because the quantum likely to be recovered is less than would allow recovery of the Total Investment Return, such a view to be reached based on independent legal and expert advice that has been provided to Purchaser and Purchaser has provided Seller a reasonable opportunity to address Purchaser's belief regarding the Litigation no longer being commercially viable; (iii) Purchaser reasonably believes that there has been a material breach by Seller of this Agreement that has not been remedied within the applicable time period provided in this Agreement with respect to such breach; or (iv) CAT disapproves, or provides any negative commentary regarding, the transactions contemplated by this Agreement or the terms hereof, then, at any time thereafter and upon written notice to Seller, Purchaser may terminate Purchaser's obligations with respect to any unfunded portion of the Commitment, and permanently reduce the Commitment to the Purchase Price, although Purchaser will pay all Deployments owing as of the date of termination and will continue to cover Seller's liability for any costs related to defendant(s) or third parties in the Litigation, if any, incurred up to the date of termination.
- (c) In the event that Seller reasonably determines that the Litigation no longer has merit, Seller may discontinue the Litigation provided it has given notice to Purchaser of his intention to do so, and the decision to discontinue will have the following consequences: (i) it shall not constitute a breach of this Agreement by Seller; (ii) Seller shall not be liable to Purchaser for any amounts, including in respect of Deployments paid until the date of discontinuance, other than for: (1) any liability in respect of any breaches of this Agreement prior to the discontinuance; and (2) any Costs Award obtained prior to the discontinuance; and (iii) Purchaser shall remain obligated to pay all Deployments owing as of the date of on which the Litigation is discontinued as well as all costs related to defendant(s) or third parties in the Litigation, if any, incurred up to such date.

Section 2.5. Investment Return.

- (a) Seller agrees to seek approval of this Agreement and the other Transaction Documents from CAT at the earliest opportunity in the Litigation although any failure to obtain a decision or any comment from CAT on approval or otherwise does not give rise to any breach of this Agreement or provide a basis for Purchaser to refuse to continue to comply with its obligations under this Agreement. Seller also agrees to seek an order from CAT to preserve the confidentiality of the terms and substance of the Agreement and the other Transaction Documents to the maximum extent permissible.
- (b) In the event that the Litigation is successful or a collective settlement is approved pursuant to Rule 94 of the CAT Rules, Seller will use his best endeavours to obtain orders from CAT that (i) the Total Investment Return be paid to Purchaser; and (ii) MasterCard pay Seller's fees and costs in connection with the Litigation.
- (c) In the event of an order from CAT that the Total Investment Return be paid to Seller, subject to the terms of such an order, and receipt of the Total Investment Return, Seller will immediately arrange for payment of the same to Purchaser.
- (d) In the event of a ruling from CAT that MasterCard pay Seller's fees and costs in connection with the Litigation (or any part thereof), Seller will use his best endeavours to recover the maximum amount from MasterCard and will pay any such amounts to Purchaser immediately upon receipt of the same.
- (e) 

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(f) If Seller defaults in the timely payment of the Total Investment Return in accordance with this Section 2.5, then, until such defaulted amount shall have been paid in full, to the extent permitted by law, all amounts outstanding under this Agreement and the other Transaction Documents shall be subject to late payment interest, payable on demand, of 5% per annum, accruing daily and compounding annually (the "Late Payment Interest").

[REDACTED]

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

[REDACTED]

- [REDACTED]
- (g) Seller will have sole control of the Litigation and any settlement decisions related thereto, subject to the approval and any orders of CAT, and will not delegate such control to any Entity.

- [REDACTED]
- (i) Seller proposes to bring and continue to pursue the Litigation in the exercise of his independent judgment in consultation with Litigation Counsel. Purchaser has not prompted or encouraged initiation of any Litigation.

**ARTICLE IV
COVENANTS**

Section 4.1. **Information.** Seller agrees and undertakes to keep, through Litigation Counsel, Purchaser informed about the progress of the Litigation and the collection of the Proceeds and any Costs Award, including providing sufficient details to enable Purchaser to continue to evaluate the merits of, the likelihood that Seller will prevail in, the level of damages to be awarded in, and the likelihood of Seller to recover for the Claimants from, the Litigation. Subject to the terms of any confidentiality ring imposed by CAT and so far as Seller's Litigation Counsel is able under the terms of any such confidentiality ring, Seller has irrevocably instructed Litigation Counsel to provide Purchaser with all material non-privileged information in connection with the Litigation (including copies of documents filed in connection with the Litigation) as soon as practicable. Promptly after becoming aware thereof, Seller will inform Purchaser of any event that could reasonably be expected to have a material adverse effect on the Litigation or the collection of any Proceeds or any Costs Award.

Section 4.2. **Litigation.** At all times, Seller will maintain complete control of the Litigation and any settlement decisions related thereto, subject to the approval and any orders of CAT. Seller will consult with Purchaser before accepting or rejecting any settlement offer in connection with the Litigation, but Seller will have no obligation to follow Purchaser's advice. Seller will: (a) use his best efforts to prosecute the Litigation with all due skill, care, and speed; (b) use his best efforts to prevail in the Litigation; (c) use his best efforts to obtain an outcome in the Litigation that maximizes the amount of Proceeds and any Costs Award; (d) use his best efforts promptly to collect any Proceeds and any Costs Award payable in connection with the Litigation and obtain approval from CAT to distribute Undistributed Proceeds and any Costs Award in accordance with this Agreement; and (e) promptly and fully assist Litigation Counsel as reasonably necessary in connection with the foregoing; provided, however, that nothing in this Agreement shall require Seller to continue the Litigation to the extent Seller reasonably determines that the Litigation no longer has merit.

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[REDACTED]

**ARTICLE V
EVENTS OF DEFAULT**

[REDACTED]

**ARTICLE VI
INDEMNIFICATION**

[REDACTED]

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ARTICLE VII
MISCELLANEOUS

Section 7.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

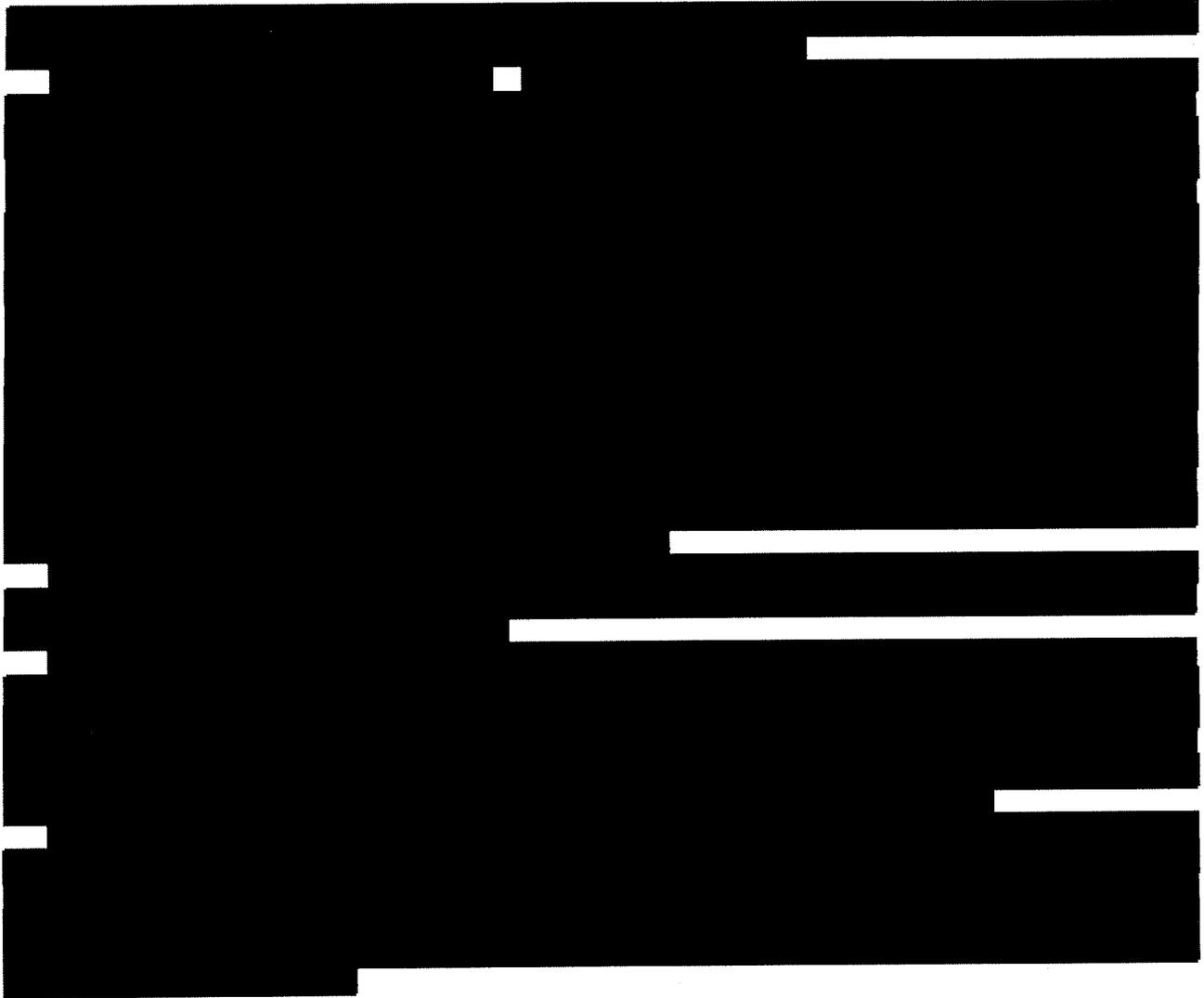
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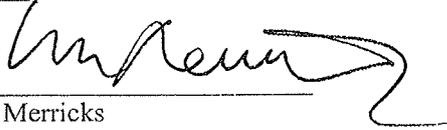
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Date.

SELLER:



Walter Merricks

PURCHASER:



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EXHIBIT A
Form of Deployment Request

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT B
Wire and Notice Information

[REDACTED]

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

IN THE COMPETITION APPEAL TRIBUNAL

Case Number:

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

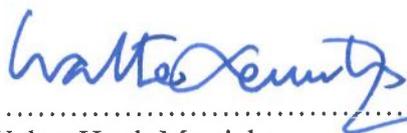
- and -

- (1) MASTERCARD INCORPORATED**
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE S.P.R.L.

Proposed Defendants

EXHIBIT WHM5

This is the exhibit marked “WHM5” referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.



.....
Walter Hugh Merricks

Dated: 6 September 2016

Press Coverage of the Proposed Collective Proceedings

Item	Date	Publication	Title / Description
1.	05/07/2016	Independent Banking Advisory Service	'MasterCard facing £19bn damages claim over inflated card charges'
2.	05/07/2016	MasterCard	'Clarifying Recent Press Release Claims'
3.	06/07/2016	The American Lawyer	'Quinn Emanuel, Litigation Funder Team Up for Landmark \$25B MasterCard Fight'
4.	06/07/2016	Banking Technology	'MasterCard faces £19bn lawsuit over inflated card charges'
5.	06/07/2015	Basildon Recorder	'MasterCard faces £19bn collective action over card charges'
6.	06/07/2016	Belfast Live	'Morning news headlines...'
7.	06/07/2016	Belfast Telegraph	'MasterCard facing £19bn legal claim over its fees'
8.	06/07/2016	Bloomberg	'MasterCard Faces U.K. Class Action Over Card Processing Fees'
9.	06/07/2016	BT	'MasterCard court ruling could prompt over £400 compensation for many'
10.	06/07/2016	Commercial Dispute Resolution	'MasterCard consumers launch collective action'
11.	06/07/2016	Competition Policy International	'UK Class Action Vs. MasterCard Looms'
12.	06/07/2016	Compliance Week	'MasterCard faces £19bn legal battle over illegal card charges'
13.	06/07/2016	Cosmopolitan	'If you're a MasterCard user you could be getting £400 compensation'
14.	06/07/2016	The Country Caller	'MasterCard Incorporated (MA) Slapped With a \$24.7 Billion Class Action Lawsuit by U.K Shoppers'
15.	06/07/2016	Daily Mail	'MasterCard facing £19bn rip-off payout: Millions could

			each get £450 back following case over charges imposed for processing payments'
16.	06/07/2016	Digital Look	'MasterCard to face one of Britain's first US style class action cases'
17.	06/07/2016	The Financial Times	'MasterCard faces one of the UK's first class action lawsuits'
18.	06/07/2016	Finextra	'MasterCard faces £19 billion UK interchange suit'
19.	06/07/2016	Global Competition Review	'MasterCard faces £19 billion opt-out class action'
20.	06/07/2016	The Global Legal Post	'Quinn Emanuel to act on biggest claim in UK legal history'
21.	06/07/2016	The Guardian	'MasterCard facing £19bn damages claim over inflated card charges'
22.	06/07/2016	IBS Intelligence	'MasterCard hit by £19bn card charges claim'
23.	06/07/2016	The Independent	'MasterCard faces £19bn lawsuit over claims it ripped off shoppers'
24.	06/07/2016	i Newspaper	'MasterCard may be forced to pay UK customers back £19bn'
25.	06/07/2016	Law Society Gazette	'MasterCard faces record £19bn card charges claim'
26.	06/07/2016	The Lawyer	'Quinn Emanuel launches £19bn class action against MasterCard'
27.	06/07/2016	Legal Business	'Quinn acts on biggest UK lawsuit ever as MasterCard hit by £19bn claim'
28.	06/07/2016	Litigation Futures	'US firm uses opt-out collective action to launch £19bn claim against MasterCard'
29.	06/07/2016	London Evening Standard	'MasterCard facing up to £19 billion damages claim from UK shoppers over fees'
30.	06/07/2015	Market Business News	'MasterCard faces £19bn lawsuit for imposing anti competitive charges on UK consumers'
31.	06/07/2016	Metro	'MasterCard users could be about to get £400

			compensation each – here’s why’
32.	06/07/2016	The Mirror	‘MasterCard could be forced to pay back £450 each to millions of customers – are you one of them?’
33.	06/07/2016	Mlex	‘Comment: UK class action against MasterCard faces hurdle in accessing pricing data’
34.	06/07/2016	Mlex	‘MasterCard faces UK ‘class action’ over card fees’
35.	06/07/2016	MSE News	‘MasterCard faces landmark legal claim seeking £100s in damages for 40 million UK shoppers’
36.	06/07/2016	The News	‘MasterCard faces £19bn action after shoppers ‘overcharged for 16 years’’
37.	06/07/2016	Payments	‘MasterCard faces £19bn UK interchange fees legal battle’
38.	06/07/2016	Payment Facilitator	‘Master Caveats In UK MasterCard Mega Payout Story’
39.	06/07/2016	The Risk Universe	‘MasterCard faces £19bn class-action lawsuit’
40.	06/07/2016	RT News	‘MasterCard faces £19bn lawsuit in UK over claims it ripped off shoppers’
41.	06/07/2016	Scottish Daily Mail	‘MasterCard facing £19bn rip-off payout’
42.	06/07/2016	Sky News	‘MasterCard Faces £19bn UK Class Action Claim’
43.	06/07/2016	The Sun	‘Up to 40MILLION Brits could be in for £450 windfall from MasterCard if landmark case goes their way’
44.	06/07/2016	The Telegraph	‘Shoppers ‘ripped off’ by MasterCard stand to gain £400 compensation in record class action’
45.	06/07/2016	This Is Local London	‘MasterCard faces £19bn collective action over card charges’
46.	06/07/2016	The Times	‘MasterCard facing £19bn claim over excessive fees’
47.	06/07/2016	The Week	‘MasterCard lawsuit could net you a £400 refund’
48.	06/07/2016	Which?	‘MasterCard faces £19bn claim over excessive fees’
49.	06/07/2016	Yahoo News	‘MasterCard faces £19 billion collective action over card charges’

50.	06/07/2016	Yorkshire Post	'MasterCard faces £19bn claim after shoppers 'overcharged for 16 years''
51.	06/07/2016	YourMoney	'MasterCard faces £19bn claim over 'illegal charges''
52.	07/07/2016	BD Live	'MasterCard faces huge UK class action lawsuit over cross-border transaction fees'
53.	07/07/2016	Coventry Telegraph	'MasterCard lawsuit could give every customer £400 in compensation'
54.	07/07/2016	The Digital Banking Club	'MasterCard faces £19bn lawsuit in UK for imposing excessive card processing fees'
55.	07/07/2016	Electronic Payments International	'MasterCard faces £19bn lawsuit in UK for imposing excessive card processing fees'
56.	07/07/2016	The Mirror	'£450 for everyone in Briton? Everything you need to know about MasterCard's case'
57.	07/07/2016	Reuters	'Press Digest – British Business'
58.	09/07/2016	Europost	'MasterCard faces £19bn claim over excessive fees'
59.	13/07/2016	BBC Radio 4	'You and Yours' (Interview with Joshua Rozenberg, Walter Merricks and Mark Barnett (UK President of MasterCard))
60.	15/07/2016	Irish Examiner	'Sainsbury's wins €83m from MasterCard dispute'
61.	15/07/2016	Payments Compliance	'MasterCard Loses £69m Interchange Fee Battle'
62.	15/07/2016	Bitter Wallet	'MasterCard to pay out £68 million over fees'
63.	18/07/2016	Credit Strategy	'MasterCard faces £19bn claim over card charges'
64.	19/07/2016	BBC	'Does MasterCard owe you a refund for illegal charges?'
65.	19/07/2016	The Consumer Action Group	'MasterCard faces £19bn claim over card charges'
66.	20/07/2016	Canarian Weekly	'MasterCard fighting a £19bn damages claim'
67.	20/07/2016	Christian News Today	'MasterCard faces £19bn collective action over card charges'

68.	20/07/2016	Francais Express	'MasterCard faces £19bn action over card charges'
69.	20/07/2016	Hull Daily Mail	'Why MasterCard lawsuit could mean a £450 payout for EVERY adult'
70.	20/07/2016	Questican News	'MasterCard Faces £19bn UK Class Action Claim - Sky News'
71.	21/07/2016	Commercial Dispute Resolution	'Sainsbury's successful claim...'
72.	01/09/2016	Expansión	'Las multas a Mastercard abren la vía a las demandas de daños'

Applicant / Proposed Class Representative
W H Merricks
First
Exhibits WHM1 – 6
6 September 2016

IN THE COMPETITION APPEAL TRIBUNAL

Case Number:

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

- and -

- (1) MASTERCARD INCORPORATED**
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE S.P.R.L.

Proposed Defendants

EXHIBIT WHM6

This is the exhibit marked “**WHM6**” referred to in the first witness statement of Walter Hugh Merricks dated 6 September 2016.



.....
Walter Hugh Merricks

Dated: 6 September 2016

BETWEEN:

WALTER HUGH MERRICKS CBE

Applicant / Proposed Class Representative

-and-

**(1) MASTERCARD INCORPORATED
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE S.P.R.L.**

Proposed Defendants

COLLECTIVE PROCEEDINGS LITIGATION PLAN

INTRODUCTION

1. Walter Hugh Merricks CBE (the “**proposed class representative**”) has applied (the “**Application**”), pursuant to section 47B(8) of the Competition Act 1998 (the “**Act**”) and Rule 78 of the Competition Appeal Tribunal Rules 2015 (the “**CAT Rules**” or the “**Rules**”)¹, for an order authorising him to act as the class representative in proposed collective proceedings under section 47B of the Act (the “**proposed Claim**”).

Overview of proposed collective proceedings

2. The claims which it is proposed to combine in the collective proceedings are “follow-on” claims under section 47A of the Act. They are claims for damages caused by the proposed Defendants’ breach of statutory duty in infringing Article 81 EC Treaty (as it then was and is now Article 101 TFEU) as determined by the European Commission (the “**Commission**”) in its Decision of 19 December 2007 in COMP/34.579 MasterCard, COMP/36.158 EuroCommerce and COMP/38.580 Commercial Cards (the “**EC Decision**”)².
3. The proposed class representative applies to the Tribunal for authorisation to represent a proposed class of consumers who suffered loss and damage as a result of buying (for non-business purposes) goods and services from businesses selling in the United Kingdom at prices that were higher than they otherwise would have been, had the

¹ SI 2015/1648

² As upheld by the Court of Justice of the European Union in Case C-382/12 P *MasterCard and others v Commission* on 11 September 2014.

proposed Defendants not committed the infringement of Article 81 EC Treaty (as it then was).

4. The proposed class of claimants, whose claims it is proposed to combine, is:
“Individuals who between 22 May 1992 and 21 June 2008 purchased goods and/or services from businesses selling in the United Kingdom that accepted MasterCard cards, at a time at which those individuals were both (1) resident in the United Kingdom for a continuous period of at least three months, and (2) aged 16 years or over”.
5. The proposed class representative applies for a Collective Proceedings Order (“**CPO**”) under Rule 75 of the CAT Rules and the Application relates to proposed opt-out collective proceedings. The action is proposed to be an “opt-out” action for the following reasons:
 - 5.1 the large size of the class which is estimated to be approximately 46.2 million people;
 - 5.2 the modest value of damages that are likely to be recovered on a *per capita* basis;
 - 5.3 the fact that there are common issues that require determination and the significant cost and complexity for individuals to address these; and
 - 5.4 the cost and benefits of proceeding on a collective basis for the proposed class, the proposed Defendants and the Tribunal.
6. For all these reasons the only practicable way for consumers to be compensated for their loss is by way of an opt-out collective action.

Overview and function of the litigation plan

7. As set out in the Collective Proceedings Claim Form and Mr Merricks’s First Witness Statement dated 6 September 2016, to which this plan is exhibited, the proposed class representative has applied to be authorised to act as a class representative under Rule 78 of the CAT Rules taking into account the considerations to which the Tribunal will have regard when determining whether it is “just and reasonable” for the proposed class representative to act as that representative.
8. Mr Merricks explains, at paragraphs 20 to 24 of his witness statement why he is suitable to act as the proposed class representative in these proceedings³. One of the criteria which the proposed class representative needs to demonstrate that he meets is that he would fairly and adequately act in the interests of the class members (Rule 78(2)(a)). This requirement includes having prepared a plan for the proposed collective claim (Rule 78(3)(c)). Accordingly, the proposed class representative has, with the assistance of his legal advisers and a specialist notice and claims administration provider, prepared this Collective Proceedings Litigation Plan (the “**Plan**”) in support of his application for a CPO.
9. As is set out further below (paragraph 17), this Plan addresses the matters set out in Rule 78(3)(c) of the Rules and also in paragraph 6.30 of the Competition Appeal Tribunal’s

³ See also paragraphs 27 to 31 of the Collective Proceedings Claim Form.

Guide to Proceedings 2015 (the “**Guide to Proceedings**”). Moreover, in working with his legal and third party advisers, the proposed class representative has also considered more generally Section 6 of the Guide to Proceedings together with Rule 4 (“**Governing Principles**”) of the CAT Rules together with paragraphs 3.1 to 3.5 and 5.86 – 5.91 of the Guide to Proceedings.

Third party assistance

10. The proposed class representative has engaged Epiq Systems (“**Epiq**”) and Hilsoft Notifications (“**Hilsoft**”) in order to assist him in conducting aspects of this proposed Claim. Epiq is a global provider of legal support services and technology and manages the data, logistics and communications of claims administration and payment. Hilsoft is a subsidiary of Epiq and is a specialist provider in designing and implementing class action notice plans. As explained below, a notice and administration plan (the “**Epiq/Hilsoft Plan**”) has been produced and this is attached at Annex 1. Where appropriate, this Plan refers to the attached Epiq/Hilsoft Plan and its attachments, and the detailed proposals contained in that plan are to be read as forming part of this Plan.
11. Furthermore, in order to manage the public relations aspect of the Application (including the generation of press interest and earned media⁴ that can be used as an outlet for providing notice to, and communicating with, the proposed class; and general promotion and publicity of the proposed claim, the claim website and formal notices issued under the Rules) the proposed class representative has engaged James Baxter Media to provide specialist media and public relations assistance. The public relations strategy will be implemented in conjunction with the work that Epiq and Hilsoft have been instructed to undertake in order to notify the proposed class of the progress of the proceedings and ensure information on the proceedings is communicated to them.

Annexes to the Plan

12. Appended to this Plan are the following documents:
 - 12.1 Annex 1: the Epiq/Hilsoft Plan and attachments;
 - 12.2 Annex 2: a costs budget (as required under Rule 78(3)(c)(iii) of the Rules and paragraph 6.30 of the Guide to Proceedings); and
 - 12.3 Annex 3: a proposed timetable (as required under paragraph 6.30 of the Guide to Proceedings);
13. The Tribunal is also referred to the proposed class representative’s litigation funding agreement, a confidential copy of which is exhibited as exhibit WHM4 to to Mr Merricks’s First Witness Statement. A summary of the funding arrangements are set out in paragraphs 29 to 31 of that witness statement.
14. The litigation funding agreement is a confidential agreement which the proposed class representative seeks confidentiality protection for under Rule 101 of the CAT Rules. The

⁴ This is a term used to refer to publicity that is generated free of charge in relation to the promotion of a particular issue in the media. Earned media can include articles in the press (print and online), word of mouth, blogs, etc.

terms of the funding agreement are confidential to the funder vis-a-vis the public (in particular competing funders) as they reveal the general terms and conditions upon which the funder does business. This is highly commercially and competitively sensitive information.

15. Notwithstanding this position, the proposed class representative understands that the proposed Defendants have an interest in understanding the funding terms (in particular the funding of any adverse costs that could be ordered against the potential class representative). It has, therefore, as at the date of this Plan, agreed in correspondence with the proposed Defendants that the parties will seek to agree the terms of an appropriate confidentiality order and confidentiality ring and that they will make an application to the Tribunal, by consent, for the creation of a confidentiality ring pursuant to Rule 53(1) and Rule 53(2)(h).
16. The parties intend to submit an agreed application and a draft Consent Order at the earliest possible opportunity after the proposed class representative has filed the Collective Proceedings Claim Form.

CONTENT OF THE PLAN

17. As noted above, the matters which should be included in the Plan are set out in the Rules and Guide to Proceedings. First, Rule 78(3)(c) of the CAT Rules provides that this Plan must satisfactorily include:
 - 17.1 a method for bringing the proceedings on behalf of represented persons and for notifying represented persons of the progress of the proceedings; and
 - 17.2 a procedure for governance and consultation which takes into account the size and nature of the class; and
 - 17.3 any estimate of and details of arrangements as to costs, fees or disbursements which the Tribunal orders that the proposed class representative shall provide.
18. Secondly, paragraph 6.30 of the Guide to Proceedings says that this Plan must explain how the proceedings will be effectively and efficiently pursued in the interests of the proposed class, referring to the issues likely to arise in the particular case. Matters that may appropriately be set out in this Plan include:
 - 18.1 the way that the class representative intends to publicise the proceedings to class members, including a sample notice;
 - 18.2 the method proposed for communicating with and reporting to class members going forward;
 - 18.3 how inquiries from class members will be dealt with;
 - 18.4 the degree of disclosure likely to be required in the proceedings;
 - 18.5 whether disclosure from individual class member is likely, and if so, the intended process for collection of relevant documents from class members;

- 18.6 how exchange of documents will be managed, including any issues of e-disclosure;
 - 18.7 how necessary witnesses will be identified and what steps will be taken to obtain their evidence;
 - 18.8 whether experts will be needed, and if so what kind and how appropriate experts will be identified and retained;
 - 18.9 where only part of the claims are proposed to be covered by the CPO, if the collective proceedings are decided in favour of the class, what it is proposed should happen to the balance of the claims;
 - 18.10 if it is proposed that the collective proceedings should result in an aggregate award of damages, how that award would be distributed as between members of the class; and
 - 18.11 a proposed timetable for the litigation.
19. Paragraph 6.30 of the Guide to Proceedings further requires that a costs budget be appended.
 20. This Plan is structured by reference to the requirements of Rule 78(3)(c)(i) to (iii) and to the relevant matters set out in paragraph 6.30 of the Guide to Proceedings (albeit taken in a different order)⁵. As summarised in the concluding section of this Plan, the proposed class representative considers that this Plan (together with the Epiq/Hilsoft Plan) satisfies the requirements of Rule 78(3)(c) of the CAT Rules, and demonstrates that he will act fairly and adequately in the interests of the proposed class members.

METHOD FOR BRINGING THE PROCEEDINGS ON BEHALF OF REPRESENTED PERSONS AND FOR NOTIFYING REPRESENTED PERSONS OF THE PROGRESS OF THE PROCEEDINGS (Rule 78(3)(c)(i))

METHOD FOR BRINGING PROCEEDINGS

21. The proposed class representative seeks, under section 47B of the Act, to combine “follow-on” claims that fall under section 47A of the Act.
22. As set out in the Collective Proceedings Claim Form (at paragraphs 40 to 52) the proposed class representative’s method for bringing the claim is on a collective opt-out basis. It is considered that the claims are eligible for inclusion in collective proceedings under Rule 79 for the reasons set out in paragraphs 40 to 52 of the Collective Proceedings Claim Form.

⁵ It is noted that the ninth bullet point in paragraph 6.30 of the Guidelines is not covered in this Plan as it is not proposed that only part of the claims should be covered by the CPO.

NOTIFICATION TO REPRESENTED PERSONS OF THE PROGRESS OF THE PROCEEDINGS

The method proposed for communicating with and reporting to class members (Guide to Proceedings paragraph 6.30, second bullet point)

23. As set out in the Epiq/Hilsoft Plan (Annex 1) and explained in more detail below, the proposed class representative will ensure that communications with, and reporting to, the proposed class will be effective, clear, manageable and capable of being done efficiently and in a proportionate manner. Detailed consideration has been given as to how communication with the proposed class will be effected at the different stages of the proposed proceedings in ways that are effective, clear, manageable, efficient, proportionate and likely to reach the greatest number of the proposed class.
24. First, before setting out the detailed communication methods proposed for each of the different notice requirements set out in the Rules, the proposed class representative draws the Tribunal's attention to the matters set out in his First Witness Statement (paragraph 34) and the public relations strategy that was implemented once the proposed Defendants were on notice of the proposed Claim. This very successful campaign was implemented to ensure that the mass print, online and radio media outlets in the United Kingdom and across the world were alerted to the proposed Application and were able to put in the public domain a significant volume of factual information for consumers about: (i) the subject matter of the proposed Claim; (ii) the proposed class representative; and (iii) the process and timings for the proposed Claim. The earned media interest that was generated was significant and there has been continuing media interest, with some media already making follow-up reports and many asking to be kept informed about when the Application is filed. The interest shown by the press (particularly in the United Kingdom) will complement the steps that the proposed class representative will take to communicate and notify the largest possible proportion of potential class members.
25. The attached Epiq/Hilsoft Plan contains a detailed description of how the proposed class (and class, if the CPO is granted) will be communicated with in general (Section 4 of the Epiq/Hilsoft Plan).
26. In summary, Epiq/Hilsoft have devised methods for communication that take into account the objective of the particular communication and the different demographics and language requirements of the proposed class together with the additional requirements that are needed to target those class members that will need to opt-in to the proceedings, and those that are difficult to reach. There will be a variety of communication methods but, in summary, these will include:
 - 26.1 a website (the "**Claim Website**") at www.MasterCardConsumerClaim.co.uk that will go live after the first Case Management Conference ("**CMC**") in the proceedings⁶. It will be continually updated during the proceedings with FAQs and will allow people to register their interest in receiving information about the proposed Claim;

⁶ See the attached proposed timetable regarding the first CMC to be held in accordance with Rule 76(9) of the Tribunal's Rules (Annex 3).

- 26.2 email and/or text message updates to those individuals who have registered their interest on the Claim Website;
 - 26.3 the continued use of earned media by issuing notices and press releases regarding developments in the proceedings to the mainstream UK media (print and online), certain identified foreign media (print and online) and an accompanying public relations campaign to promote media reporting on the content of the notices and press releases;
 - 26.4 paid print publication notices (i.e. adverts in newspapers and magazines) in UK print media;
 - 26.5 paid online advertising on website banners (on UK targeted websites);
 - 26.6 social media notice via Facebook and other channels;
 - 26.7 sponsored search listings;
 - 26.8 publication in Which? Magazine, together with liaison with Which? at the appropriate time to seek agreement to publishing information on their other flexible channels such as Which? online news and the Which? consumer rights website.
 - 26.9 publications on MoneySavingExpert.com, the UK's biggest consumer website, with 15 million users a month and over 11 million email addresses opted in to its weekly email send; and
 - 26.10 outreach to hard to reach individuals, groups of people and communities in the UK.
27. As set out in paragraph 26.1 above, one of the key methods of communication will involve the creation of the Claim Website for the case. Further details on the Claim Website as a method of communication with the proposed class are set out in paragraphs 5.3 to 5.6 of the Epiq/Hilsoft Plan attached. The proposed class representative is conscious of the need to ensure that there is a clearly marked official website for the proposed class to access and to minimise the risk of misinformation being promulgated, including by persons who may look to be associated with the proposed Claim. Accordingly, in preparation for establishing a website the proposed class representative has acquired a large number of domain names in order to prevent the risk of non-official third parties obtaining relevant domain names and setting up fraudulent and/or ghost websites.
28. It is intended that once a CPO is granted, the Claim Website will contain:
- 28.1 copies of the CPO and Collective Proceedings Notice;
 - 28.2 a link to the Tribunal's website and summary of the proposed Claim;
 - 28.3 an outline timeline for the proceedings;
 - 28.4 FAQs which will be updated as and when there is anything material to report in the proceedings, and when there is any formal requirement to communicate with the proposed class under the Rules;

- 28.5 functionality for class members to leave comments and questions that may then form the basis of updated or new FAQs;
 - 28.6 an opt-in form allowing individuals to opt-in to the claim and an email address for individuals to submit a request for a stamped-addressed envelope so that an opt-in form can be sent to their postal address;
 - 28.7 a template letter for class members wishing to opt-out to complete, print, sign and post. A stamped addressed envelope can also be requested so that class members can send in their opt-out requests; and
 - 28.8 a video describing the proposed Claim and the opt-out and opt-in rights available to individuals, which will be updated at the appropriate time with information on how to make a claim when an aggregate award of damages has been made; and
 - 28.9 a freephone telephone number linking to an Interactive Voice Recording function.
29. Specifically, the Claim Website will include functionality for proposed class members to register their details so that they can be directly provided with email updates on the proposed Claim, copies of notices, and for the proposed class representative to communicate with them on any necessary issue.
30. It is anticipated that the Claim Website will go live after the first CMC in the proceedings and after the Tribunal has issued directions for the CPO Application Hearing (see further below on communication with the proposed class at this stage of the proceedings). At that stage, in light of the fact that the CPO will not yet have been made, the Claim Website will not be fully functional in terms of containing all the content that it will have once the CPO has been granted. For instance, at that stage the Claim Website will:
- 30.1 include a summary of the proposed Claim together with the class definition and will explain who the proposed class representative is and what the objective of the proposed Claim is;
 - 30.2 have a copy of the Application / Collective Proceedings Claim Form and a summary of the right to object to the CPO Application and/or the proposed class representative and the method for doing so;
 - 30.3 have a link to the Tribunal's website and summary of the proposed Claim; and
 - 30.4 have links to any other documents the Tribunal directs should be made available.
31. At the time that the Claim Website is made live, significant efforts will be undertaken to promote the Claim Website so that its existence and usefulness is known by as many members of the proposed class as possible. Further details on the promotion of the Claims Website are set out in paragraph 44 below. However, in summary this will include the following steps:
- 31.1 the proposed class representative issuing a press release to all mainstream media in the United Kingdom, and all relevant foreign media, notifying them of the existence of the Claim Website and inviting consumers to register their details on the Claim Website in order to receive email and/or text message notifications at all

stages during the proposed Claim of important developments (and whenever the Claim Website is updated);

- 31.2 sponsored search listings on Google, Yahoo and Bing! (the three most highly visited internet search engines) which will direct people to the Claim Website if they search on common keyword combinations such as "MasterCard claim" and derivatives thereof; and
 - 31.3 the proposed class representative will work with Which? who have confirmed their willingness to help provide notice to the class via their magazine and possibly via their other flexible channels (such as Which? online news and the Which? consumer Rights website); and
 - 31.4 the proposed class representative will work with MoneySavingExpert.com, the UK's biggest consumer website, who have confirmed their willingness to help the millions of consumers potentially affected to understand the proposed claim being filed on their behalf. MoneySavingExpert.com intends to follow the case as it goes along, keeping users updated as is editorially merited.
32. A copy of the proposed home page of the Claim Website as at the date it first goes live (i.e. before any CPO is made) is attached to the Epiq/Hilsoft Plan as Attachment 7 therein.

How enquiries from class members will be dealt with (Guide to Proceedings paragraph 6.30 third bullet point)

33. The proposed class representative anticipates that proposed class members / class members are likely to have enquiries. As explained in his First Witness Statement, Mr Merricks intends to operate transparently and to communicate as effectively as possible with the proposed class (paragraph 34 of Mr Merricks's First Witness Statement). However, the very large size of the proposed class and the need to manage the process in the most efficient and proportionate way within the relevant budget (see further below) mean that individual responses to enquiries would be impracticable and too costly throughout the proposed Claim.
34. Nevertheless, there will be stages in the proceedings when it will be more appropriate to provide the class with a live enquiry function – such as at the stage when class members are making a claim for a share of any aggregate award of damages. Therefore, the proposed class representative has planned to deal with queries at different stages of the proceedings differently.
35. Accordingly, the proposed class representative proposes to deal with enquiries in the following way:

Pre-any award of damages

- 35.1 the Claim Website will contain a FAQ page that will be updated as necessary when developments occur in the proposed Claim (i.e. the listing for the first CMC, any orders made by the Tribunal, etc.);
- 35.2 the Claim Website will have a short video explaining the proposed Claim;

- 35.3 the Claim Website will also have functionality so that proposed class members can submit questions or make comments which will be monitored to identify any matters of sufficient interest amongst the proposed class that merit updates to the FAQs or new FAQs to be added; and
- 35.4 A freephone telephone number will be added to the Claim Website which will route class members to an interactive voice recording which will provide information.

Post judgment/settlement and an award of damages

- 35.5 following any aggregate award of damages, those members of the class who have registered on the Claim Website will be notified by email and the Claim Website will be updated to include detailed instructions for how to submit a claim and raise any queries;
 - 35.6 the short video on the Claims Website will be updated to explain the process for making a claim;
 - 35.7 a freephone telephone number will be added to the Claim Website which will route class members to an interactive voice recording which will provide information. Callers to the freephone number will be able to access live operators if they have queries about the claims process;
 - 35.8 a PO Box address will also be added to the Claim Website for written requests for claim forms.
36. These methods for dealing with queries and comments from proposed class members are considered to be the most suitable, efficient and proportionate approaches for addressing queries from the majority of the class, taking account of the size of the proposed class and to the individual damages likely to be received out of any aggregate award of damages at the conclusion of the proceedings. It also ensures that the proposed class representative can efficiently and effectively conduct the proceedings within the proposed budget, whilst ensuring that the proposed class are fully aware of all key developments.

The way the class representative intends to publicise the proceedings to class members, including a sample notice (Guide to Proceedings paragraph 6.30, first bullet point)

37. The Rules and Guide to Proceedings contain a number of different formal notice requirements as follows:
- 37.1 the proposed class representative will provide notice to proposed class members/class members about the proposed Claim at the following stages of the proceedings in accordance with paragraph 6.55 of the Tribunal's Guide to Proceedings:
 - 37.1.1 when the Tribunal makes a CPO under Rule 81 (the "**CPO Notice**");
 - 37.1.2 if the class representative intends to withdraw from the role under Rule 87(2) (the "**Rule 87(2) Notice**");

- 37.1.3 when the Tribunal issues a judgment or order in the proceedings under Rule 91(2) (the “**Rule 91 Notice**”);
 - 37.1.4 when the Tribunal intends to have a hearing to determine how to quantify individual represented persons’ claims from any aggregate award of damages under Rule 92(3) (the “**Rule 92 Notice**”);
 - 37.1.5 should the Tribunal require the class representative to give notice to class members at other stages of the proceedings (Rule 88(2)(d) (the “**Rule 88 Notice**”).
38. If an application is made for a collective settlement approval order then the proposed class representative will, at that stage, address the Tribunal on the notice requirements under Rules 94(4)(f) and 94(13).
39. If a collective settlement order is made under Rule 96 then, at that stage, the proposed class representative shall address the Tribunal on how it will fulfil the notice requirements under Rules 96(15), 96(16) and 97(10).
40. The proposed class representative has also had regard to the Tribunal’s Order of 15 July 2016 in *Dorothy Gibson v Pride Mobility Products Limited* (Case 1257/7/7/16) in relation to publicising the CPO hearing in that case and to the Tribunal’s requirement that the proposed class representative publicise:
- 40.1 the fact of the CPO Application;
 - 40.2 the deadline for objections to the CPO Application and/or the proposed class representative; and
 - 40.3 the CPO Application hearing date
- (the “**CPO Application and Hearing Notice**”).
41. This section of the Plan summarises the different ways in which the proposed class representative intends to comply with these various notice requirements and how it intends to publicise the proceedings to class members. Further detail, and sample notices, are contained in the Epiq/Hilsoft Plan at Attachment 6 of that document.

CPO Application and Hearing Notice

42. In anticipation of the Tribunal applying to the proposed Claim the requirements in the Order of 15 July 2016 in *Dorothy Gibson v Pride Mobility Products Limited*, the proposed class representative sets out in detail, in the attached Epiq/Hilsoft Plan (at section 5 therein), what he proposes to do in order to give notice of the CPO Application and hearing. In summary, the proposed class representative will issue a CPO Application and Hearing Notice to proposed class members that contains the necessary details explaining how to object to the CPO Application and/or to the authorisation of the proposed class representative.
43. The proposed class representative proposes utilising several methods for disseminating the CPO Application and Hearing Notice in order to provide sufficient notice to the

proposed class members of their rights and to also encourage proposed class members to visit the Claim Website and to register to receive future updates on the proposed Claim.

44. Once the dates have been fixed for the CPO Application hearing and the directions leading up to that hearing have been issued by the Tribunal, the proposed class representative will:
 - 44.1 publish on the Claim Website, and on its legal adviser's website, the CPO Application and Hearing Notice (in the form set out in Attachment 6 to the Epiq/Hilsoft Plan) summarising the fact of the CPO Application, the date for objections to the CPO Application and/or the proposed class representative and the CPO Application hearing date together with a link to the Tribunal's website and summary of the proposed Claim;
 - 44.2 instruct James Baxter Media to issue a press release to all mainstream media outlets in the United Kingdom and worldwide referring to and providing the CPO Application and Hearing Notice;
 - 44.3 arrange for the purchase of sponsored search listings on the three most highly visited internet search engines (Google, Yahoo and Bing) to direct the proposed class to the Claim Website where the CPO Application and Hearing Notice will be published on the front page of the website; and
 - 44.4 Co-ordinate with Which? and MoneySavingExpert.com for their assistance in publicising the CPO Application and Hearing Notice.
45. A sample of the CPO Application and Hearing Notice is at Attachment 6 to the Epiq/Hilsoft Plan, together with a mock-up of how the claim website will look at that stage (Attachment 7).

CPO Notice under Rule 81

46. As set out in Rule 75(5)(c) of the CAT Rules, the proposed class representative has produced a draft CPO Notice (also attached at Attachment 6 to the Epiq/Hilsoft Plan) which reflects, so far as is possible at this stage, the following requirements of Rule 81(2) of the CAT Rules (as summarised in paragraphs 6.58 and 6.59 of the Guide to Proceedings):
 - 46.1 a copy of the CPO will be annexed by directing readers to the Tribunal's website and the Claim Website;
 - 46.2 each proposed Defendant is identified;
 - 46.3 a summary, in easily understood language, of the Collective Proceedings Claim Form and the common issues;
 - 46.4 a statement explaining that any judgment on the common issues for the class members will bind represented persons in the class;
 - 46.5 a summary of the CPO provisions on what an individual is required to do and by what date so as to opt-in or opt-out of the proceedings; and

- 46.6 any other information that the Tribunal directs.
47. The proposed class representative has prepared a number of draft notices, attached at Attachment 6 to the Epiq/Hilsoft Plan, as follows:
- 47.1 draft (detailed long form) CPO Notice;
 - 47.2 draft CPO Application and Hearing Notice; and
 - 47.3 draft CPO Print Publication Notice.
48. As can be seen from the different draft notices, the CPO Notice will be issued and publicised in a number of different ways in order to ensure that the greatest number of class members receive it. The proposed class representative has had regard to paragraph 6.63 of the Tribunal's Guide to Proceedings and has prepared a detailed proposal for how the CPO Notice will be published and this proposal is contained in Section 6 of the Epiq/Hilsoft report.
49. In summary, the CPO Notice will be issued to the class members by the following methods:
- 49.1 the Claim Website will be updated to include the CPO Notice on the front page of the website. Moreover, the narrative content on the Claim Website and the FAQs will be updated to explain the CPO and the deadlines established in the CPO and how the class members can exercise their legal rights, and the consequences of doing / not doing so;
 - 49.2 sponsored search listings will also be purchased on Google, Yahoo and Bing to direct class members to the Claim Website;
 - 49.3 a short instructional video will be available on the Claim Website explaining the proposed Claim, the CPO and what (if any) steps class members need to take;
 - 49.4 all class members that have registered on the Claim Website will receive an email / text message notification of the CPO and the CPO Notice;
 - 49.5 quarter page adverts will be purchased in a variety of major newspapers in the UK⁷ together with half page adverts in *Hello!*, *Sport*, *Take a Break* and *What's on TV* weekly magazines;
 - 49.6 online media adverts will be purchased for United Kingdom targeted websites and banner adverts will be displayed on a variety of such websites. Furthermore, banner adverts will also be purchased on Facebook and mobile banner adverts will be purchased for smartphone and/or tablet websites and applications;

⁷ The Daily Mail, Daily Mirror, Daily Telegraph, The Guardian, The Sun, The Times, The Metro, Belfast Telegraph, Irish Times, Edinburgh Evening News, Scotland Herald, Wales on Sunday, Western Mail, South Wales Echo.

- 49.7 a dedicated Facebook page will be created with information about the proposed Claim and a copy of the CPO and CPO Notice. It will also include a link to the Claim Website;
- 49.8 James Baxter Media will undertake an extensive PR campaign to publicise the CPO and the CPO Notice. All UK and worldwide media that have run stories regarding the Claim will be contacted and provided with a copy of the CPO Notice and a briefing on the CPO;
- 49.9 Co-ordinated publication by Which? in their magazine and potentially also on their website;
- 49.10 Publication on MoneySavingExpert.com, through its website and weekly email distributions.

Rule 87, 88, 91, and 92 Notices

- 50. The Epiq/Hilsoft Plan contains details of how the proposed class representative proposes to publish any Rule 87, 88, 91, and 92 Notices (Section 8).

THE PROCEDURE FOR GOVERNANCE AND CONSULTATION WHICH TAKES INTO ACCOUNT THE SIZE AND NATURE OF THE CLASS (Rule 78(3)(c)(ii))

- 51. The matters set out above in paragraphs 23 to 32, explaining how the proposed class representative will communicate with the proposed class, will also allow for consultation with the proposed class in that class members can submit comments and enquiries to the proposed class representative on the message board of the Claim Website; and class members will be updated throughout the proposed Claim on any material developments.
- 52. However, in light of the fact that the proposed class representative will not be in a position to consult individually and directly with the members of the proposed class, he has set up an informal consultative group to give him access to a range of expert/experienced views to inform him when he is considering the decisions that he must make in relation to the proceedings. Paragraph 24 of Mr Merricks's First Witness Statement sets out the role of this consultative group and a copy of the terms of reference are exhibited at WHM3. Whilst all decisions will be taken by the proposed class representative exclusively, and will be his responsibility alone, the individuals (whose details are provided in the terms of reference) that have agreed to participate in the consultative group have extensive and relevant experience and expertise in consumer rights matters. Their availability will allow the proposed class representative to discuss and test his decisions in order to ensure that he is acting at all time the interests of the proposed class.

ESTIMATE OF AND DETAILS OF ARRANGEMENTS AS TO COSTS, FEES OR DISBURSEMENTS (Rule 78(3)(c)(iii))

- 53. Rule 78(3)(c)(iii) of the CAT Rules states that the proposed class representative's plan should include "*any estimate of and details of arrangements as to costs, fees or disbursements which the Tribunal orders that the proposed class representative shall provide*".

54. It is envisaged that this aspect of the Plan will be updated following any Order of the Tribunal at the first CMC.
55. However, in the interim, paragraphs 29 to 30 of the First Witness Statement of Mr Merricks explains that there are funding arrangements in place with Gerchen Keller Capital (“GKC”), the world’s largest litigation funder, to provide access to up to £30 million to fund the costs (including all disbursements) of pursuing the proposed Claim.
56. In addition, GKC has provided for adverse costs cover of up to £10 million to cover the proposed Defendants’ recoverable costs in the event that the proposed Claim is unsuccessful and the Tribunal makes an order for costs in favour of the proposed Defendants.

ADDITIONAL MATTERS SET OUT IN PARAGRAPH 6.30 OF THE GUIDELINES

The degree of disclosure likely to be required in the proceedings (Guide to Proceedings paragraph 6.30 fourth bullet point)

57. Rules 60, 63 and 89 of the CAT Rules contain the rules that the proposed class representative currently considers are likely to be relevant to the proceedings.

Disclosure by any party to the collective proceedings to any other party

58. In relation to Rule 89(a) there are two distinct areas of disclosure that fall to be considered in this Plan. First, pre-CPO disclosure and, secondly, post-CPO disclosure.

Pre-CPO disclosure by MasterCard

59. As set out in paragraphs 22 to 26 of the Collective Proceedings Claim Form, the proposed class representative is applying to represent a class (on an opt-out basis) that covers all “individuals who between 22 May 1992 and 21 June 2008 purchased goods and/or services from businesses selling in the United Kingdom that accepted MasterCard cards, at a time at which those individuals were both (1) resident in the United Kingdom for a continuous period of at least three months, and (2) aged 16 years or over”. The size of this class is estimated to be approximately 46.2 million individuals.
60. In order to identify the businesses in the United Kingdom that accepted MasterCard cards between 22 May 1992 and 19 June 2008, a list of such businesses has been sought from the proposed Defendants in the letter before action sent to the proposed Defendants on 11 August 2016.

Post-CPO Disclosure by MasterCard

61. The proposed class representative will, after the making of the CPO, seek disclosure of the confidential version of the Commission’s Decision and all documents on the Commission’s file. The proposed class representative will also seek disclosure of a confidential version of the Office of Fair Trading (“OFT”) Decision dated 6 September 2005 relating to the level of the fallback multilateral interchange fee that applied to all transactions made using UK issued MasterCard cards between 1 March 2000 to 18

November 2004⁸ and all documents on the OFT's file that the proposed Defendants have within their possession, custody or control. It may well be that the proposed Defendants require the establishment of a confidentiality ring.

62. Thereafter, the present intention of the proposed class representative (given the significant asymmetry of information that exists between the parties) will be to request that the Tribunal decide pursuant to Rule 60(2)(a) of the CAT Rules that a disclosure report and a completed Electronic Disclosure Request should be filed at the earliest opportunity.
63. It is difficult at this stage for the proposed class representative to identify categories of documents that will need to be disclosed and/or the custodians of such documents. However, disclosure by the proposed Defendants is likely to be a substantial exercise and will include disclosure of documents relating to:
 - 63.1 the justification and need for interchange fees;
 - 63.2 the quantification of the value of commerce (i.e. the value of relevant transactions to which the proposed Defendants interchanges fees were applied);
 - 63.3 the number and identity of businesses selling in the United Kingdom that accepted MasterCard credit and debit cards;
 - 63.4 the quantification of the overcharge made by the proposed Defendants, including details of all cross-border and domestic multilateral interchanges fees and interchange fees applied to each of the different consumer credit and debit cards offered by the proposed Defendants and used by class members during the infringement period and for a period before and after the infringement period;
 - 63.5 quantification of the pass-on of the overcharge;
 - 63.6 the rules and operation of the MasterCard scheme; and
 - 63.7 the identity of issuing and acquiring banks.

Disclosure by the proposed class representative

64. It is not anticipated that either the proposed class representative and/or the members of the proposed class will be required or capable of giving any relevant disclosure to the proposed Defendants. The proposed class members and the proposed class representative (himself a class member) are the very end, indirect consumers, have no involvement in the setting of interchange fees, no involvement in dealings between businesses and banks, and no involvement in retail price setting (taking account of their costs) by businesses. As set out below in paragraphs 79 to 82, the proposed class representative does not intend to distribute any aggregate award of damages by reference to individual spend of the proposed class members. Therefore, the proposed class members do not have any disclosure that is relevant to the issues in the proposed Claim.

⁸ It is recognised that this Decision was subject to a successful appeal to the Tribunal by the addressees of the Decision and that it was quashed on 19 June 2006. However, the procedural reasons for the quashing of the Decision mean that its factual content remain relevant to these proceedings.

Disclosure by a non-party to the collective proceedings to the proposed class representative

65. Rule 63 of the CAT Rules allows the Tribunal to make disclosure orders against third parties where:
 - 65.1 the documents of which disclosure is sought are likely to support the case of the applicant or adversely affect the case of one of the other parties to the proceedings (Rule 63(3)(a)); and
 - 65.2 disclosure is necessary in order fairly to dispose of the claim or to save costs (Rule 63(3)(b)).
66. Moreover, in Case 1241/5/7/15 (T) *Sainsbury's Supermarkets Limited v MasterCard Incorporated and Ors* (the "**Sainsburys case**"), the Tribunal ordered ([2016] CAT 6), pursuant to Rule 102 of the CAT Rules and paragraph 9.66 of the Guide to Proceedings, that the parties to that case disclose to the Visa applicants (who were non-parties to the *Sainsbury's* case) non-confidential versions of their witness statements, expert reports and opening and closing submissions (paragraph 53 of the judgment). These documents were, at that stage, in the public domain and it was in the interests of open justice for them to be disclosed, notwithstanding that they were being disclosed to provide assistance in another set of proceedings. Pursuant to this judgment, the proposed class representative has already been provided with copies of the documents that the Tribunal ordered disclosure of (to Visa). The proposed class representative has also obtained copies of the pleadings in the following proceedings:
 - 66.1 *Aldi Stores Limited v. MasterCard* (CL-2015 000794);
 - 66.2 *B&Q Plc v. MasterCard* (CL-2012-000553);
 - 66.3 *Deutsche Bahn AG and Ors v. MasterCard* (HC-2012-000196);
 - 66.4 *Dobbies Garden Centres Limited v. MasterCard* (HC-2014 000499);
 - 66.5 *DSG Retail Limited and Ors v. MasterCard* (HC-2014-C02542);
 - 66.6 *DSG Retail Limited and Ors v. MasterCard* (1236/5/7/15);
 - 66.7 *John Lewis Plc v. MasterCard* (CL-2016-000091);
 - 66.8 *WM Morrison Supermarkets Plc v. MasterCard* (CL-2012-000959).
67. The proposed class representative is aware that there are several other claims by businesses continuing against the proposed Defendants in the Tribunal and the High Court. Issues in those proceedings in relation to the damages sought, and in particular in relation to pass-on, may have relevance to the issues in proposed Claim.
68. Therefore, the proposed class representative will seek an order from the Tribunal that all statements of case, witness statements, expert reports and opening and closing submissions in these other claims be disclosed to the proposed class representative. To the extent that disclosure of these documents includes confidential information, the

proposed class representative would seek an order pursuant to Rule 63 of the CAT Rules for disclosure into a confidentiality ring.

Whether disclosure from individual class members is likely, and if so, the intended process for collection of relevant documents from class members (*Guide to Proceedings paragraph 6.30 fifth bullet point*)

69. As explained in paragraph 64 above, disclosure from individual class members is not anticipated.

How exchange of documents will be managed, including any issues of e-disclosure (*Guide to Proceedings paragraph 6.30, sixth bullet point*)

70. As explained above, it is not anticipated that there will be any “exchange” of documents in these proceedings. The proposed class representative considers that there will need to be one way disclosure from the proposed Defendants only.

71. Therefore, the proposed class representative will invite the proposed Defendants to make any proposals necessary for the management of disclosure, including issues of e-disclosure at the earliest possible stage in the proceedings. As set out above, the proposed class representative will respectfully invite the Tribunal to use its active case management powers under Rule 4 in relation to disclosure to ensure that the proposed Defendants co-operate fully with the class representative. In this respect, the proposed class representative notes paragraph 5.87 of the Guide to Proceedings and the Tribunal’s statement that “*the Tribunal will expect the parties to pay close attention to the requirement of co-operation in Rule 4(7) and to the need to devise a sensible and practical approach to the conduct of proceedings*”.

72. In order to facilitate the disclosure process the proposed class representative has engaged AlixPartners to provide e-disclosure support and they are, therefore, able to engage with the proposed Defendants at the appropriate time on e-disclosure and will have no difficulty in receiving and dealing with the required disclosure.

How necessary witnesses will be identified and what steps will be taken to obtain their evidence (*Guide to Proceedings paragraph 6.30, seventh bullet point*)

73. The proposed Claim raise various complex factual issues which will need to be determined at trial. It is anticipated that the proceedings will involve evidence of fact from multiple witnesses, in particular on the proposed Defendants’ side (and it is noted, for example, that the proposed Defendants called seven factual witnesses in the *Sainsbury’s* case). The proposed class representative will also adduce factual evidence to support all aspects of his case at the appropriate time. At this stage, the proposed class representative considers that he is unlikely to have any individual members of the proposed class as witnesses.

Whether experts will be needed, and if so of what kind and how appropriate experts will be identified and retained where only part of the claims are proposed to be covered by the CPO (*Guide to Proceedings paragraph 6.30, eighth bullet point*)

74. The proposed class representative has already instructed the following experts and will be seeking permission from the Tribunal to call them as experts in the proposed Claim:

74.1 Dr Cento Veljanovski, Managing Partner, Case Associates; and

74.2 Mr David Dearman, Partner, Mazars LLP.

75. Dr Veljanovski is an expert competition economist and Mr Dearman is an expert forensic accountant. The proposed class representative has instructed these experts to provide the Tribunal with expert evidence on (i) the identification of common issues (as set out in their joint report that is annexed to the Collective Proceedings Claim Form); (ii) the quantum of the loss and damage suffered by the proposed class / class; (iii) the interest that should be applied to that loss and damage; and (iv) and the calculation of the amounts to be paid to each class member from any aggregate damages that are awarded or agreed by way of a settlement.
76. If the proposed class representative considers that any additional experts are required, then he will make such a proposal after the CPO has been granted and the pleadings have closed.
77. It is anticipated that the proposed Defendants will also instruct experts and, in line with their defence of various claims against them by businesses, the proposed Defendants will instruct, at least, an expert economist and an expert forensic accountant. However, the proposed Defendants' proposals in this regard are likely to be clear in the same time period as that set out in paragraph 76 above.
78. Whilst the proposed class representative considers that the entire proposed Claim should be covered by the CPO, in the event that only part of the Claim is covered by the CPO, it is not expected that this would alter the proposed class representative's position on experts.

If it is proposed that the collective proceedings should result in an aggregate award of damages, how that award would be distributed as between members of the class (*Guide to Proceedings paragraph 6.30 tenth bullet point*)

79. As set out in the Collective Proceedings Claim Form (paragraphs 22 and 23) the proposed class definition does **not** require a class member to demonstrate either that they purchased goods or services with a MasterCard card or to prove the amount spent by that individual during the period and on what goods or services. An individual is within the class if s/he can meet the following criteria:
- 79.1 members of the class must be individuals who purchased goods or services in their capacity as an individual consumer (and not in the course, or for the purposes, of business) between 22 May 1992 and 21 June 2008;
- 79.2 those goods or services must have been purchased from businesses selling in the United Kingdom;
- 79.3 the goods or services must have been purchased by the individual from a business that accepted MasterCard cards;
- 79.4 the individual must have been resident in the United Kingdom for a continuous period of at least three months between 22 May 1992 and 21 June 2008; and

- 79.5 during the period of residency referred to above, s/he must have been aged 16 years or over.
80. In relation to Rule 92 it is intended that at the appropriate time the proposed class representative's experts will put forward to the Tribunal a formula for the distribution of any aggregate award of damages to individuals that divides the total amount awarded by the number of people within the class for each separate year of the relevant period.
81. Taking account of the relatively modest amounts that each individual class member will receive, the very large size of the proposed class, the historic period covered by the proposed Claim, the need to have a process that enables proposed class members actually to claim their compensation, and being conscious of the need to make the award of individual damages as compensatory as possible having regard to all the other factors, it is currently intended that each class member will be entitled to claim an amount for each year that s/he was in the class (with no further distinctions being made).
82. At the appropriate time in the proceedings, the proposed class representative will also provide to the Tribunal a detailed methodology and process from Epiq/Hilsoft for how individual class members will claim their share of any award of damages and how their claims will be processed, verified and paid out. An outline of the anticipated process is set out in Section 10 the Epiq/Hilsoft Plan.

Costs budget

83. A costs budget is appended at Annex 2.

Proposed timetable for the litigation (*Guide to Proceedings paragraph 6.30 eleventh bullet point*)

84. A proposed timetable for the litigation is set out at Annex 3. The proposed timetable is capable of providing a range of estimates only at this stage and does not reflect any input from the proposed Defendants.

CONCLUSIONS

85. The proposed class representative relies on all the preceding paragraphs to demonstrate that he has prepared the required litigation plan and that he will fairly and adequately act in the interests of the class members.

Notice and Administration Plan

**In the Proposed Collective Proceedings under
Section 47B of the Competition Act 1998 before
the Competition Appeal Tribunal in the matter
of**

Walter Merricks CBE v. MasterCard Inc. and Ors

6 September 2016

Proprietary

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1. INTRODUCTION

- 1.1 Epiq Systems and Hilsoft Notifications have been retained by the proposed class representative, Walter Merricks CBE to provide a Notice and Administration Plan (or “Plan”) in support of his application to the Competition Appeal Tribunal (“Tribunal”) for a Collective Proceedings Order (“CPO”) in proposed opt-out collective proceedings against MasterCard Inc., MasterCard International Inc., and MasterCard Europe S.P.R.L. (together referred to as “MasterCard”).
- 1.2 We understand that the proposed class representative is required, under Rule 78 of the Competition Appeal Tribunal’s Rules 2015 (the “CAT Rules”), to include a plan for the collective proceedings with his application for authorisation to act as the class representative. Rules 78(3)(c)(i) and (ii) of the CAT Rules require the proposed class representative to set out in a plan how the class will be notified of the progress of the proceedings and how the class will be consulted.
- 1.3 Paragraph 6.30 of the Tribunal's Guide to Proceedings 2015 (the “Guide to Proceedings”) contains further detail on what the proposed class representative's plan must address, which for our purposes includes the following:
 - the way the class representative intends to publicise the proceedings to class members, including a sample notice;
 - the method proposed for communicating with and reporting to class members going forward;
 - how inquiries from class members will be dealt with; and
 - if it were proposed that the collective proceedings should result in an aggregate award of damages, how that award would be distributed as between members of the class.
- 1.4 In light of these requirements under Rule 78 of the CAT Rules and paragraph 6.30 of the Guide to Proceedings, this Plan addresses two areas: (i) communication with the proposed class and notices to the proposed class issued under the Rules; and (ii) an overview of the administration of any aggregate award of damages.
- 1.5 Included with this Plan are sample notices that are required to be issued at various stages of the proposed proceedings ([Attachment 6](#)) together with mock-ups of the claim website ([Attachment 7](#)).

2. BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

- 2.1 **Epiq Systems:** Epiq is a worldwide provider of legal services and technology. Epiq manages the complex data and logistics of notification, opt-out and opt-in processing, claims processing, allocation and payment determinations of damages, claimant communications and support, and distributions. Epiq offers a comprehensive range of service solutions with offices and extensive local expertise and exceptional client service across the globe.
- 2.2 For the administration of this project, all physical resources (mailing/website/data/phone support) will be based in London with local staff available as needed and the claim website will be hosted

on a server located in the European Union, and full compliance with all relevant data protection and privacy laws will be ensured. Epiq Vice-President Luran Schultz has overseen the creation of the administration aspects of this Plan and will provide executive sponsorship of its implementation. Project Manager Charles Marr will oversee day-to-day implementation. Mr. Schultz's and Mr. Marr's bios are included in [Attachment 1](#). Epiq's background and experience document is included in [Attachment 2](#).

- 2.3 **Hilsoft Notifications:** Hilsoft Notifications' principals have been recognised as class action notice experts by judges in the United States and Canada and have specific experience with the design and implementation of collective action notice plans of the size and complexity proposed in these proceedings. Epiq Systems Vice-President and Hilsoft Director Cameron Azari has overseen the design of the notification aspects of this Plan and creation of the sample notices, and will oversee implementation of these aspects to successful completion. With experience in more than 300 cases, Hilsoft Notifications' notices have appeared in 53 languages with distribution in almost every country, territory, and dependency in the world. Hilsoft's CV is included in [Attachment 3](#) and the bio of Mr. Azari is included in [Attachment 4](#).

3. OVERVIEW OF HOW THE NOTICE AND ADMINISTRATION REQUIREMENTS UNDER THE COMPETITION APPEAL TRIBUNAL'S RULES WILL BE MET

- 3.1 This Plan supports the proposed class representative's application for authorisation under Rule 78 of the Rules to be the class representative in proposed collective proceedings under s.47B of the Competition Act 1998. This Plan sets out the proposed methods for communicating with and providing both formal notices to the proposed class and for making information available to the proposed class about the proposed claim ("Claim") as it progresses. This Plan also gives an initial outline of how the distribution of any aggregate award of damages might be undertaken. However, this is more properly an issue for detailed implementation after any aggregate award of damages is obtained, in order to take account of the specific details of the award, and this aspect of the Plan will be updated accordingly at the appropriate time.
- 3.2 Pursuant to Rule 81 of the CAT Rules, notice of a CPO (the "CPO Notice") must be issued to the class and this Plan sets out how that will be disseminated to the proposed class should the Tribunal grant the CPO. The draft CPO Notice that is annexed to the Collective Proceedings Claim Form does the following:
- Incorporates the CPO;
 - Identifies each defendant;
 - Contains a summary (in easy to understand language) of the Collective Proceedings Claim Form and the common issues;
 - Includes a statement explaining that any judgment on the common issues for the class members will bind represented persons in the class;
 - Draws attention to the provisions of the CPO setting out what a class member is required to do and by what date so as to opt-in or opt-out of the collective proceedings; and
 - Gives such other information as the Tribunal directs.



3.3 Further, this Plan covers the other distinct notice efforts (should they occur):

- Notice to the class of the filing of an application for a CPO and their right to object to that application;
- Notice to the class under Rules 91(2) and 92(3) of the CAT Rules; and
- Notice to the class of the opportunity to participate in any recovery.

3.4 Finally, this Plan details the administrative support necessary to communicate with the proposed class through each phase of the litigation, including:

- Establishment of a dedicated claim website (the “Claim Website”) for: (i) the provision of information and publication of notices; (ii) class members to register their interest in being provided with information; (iii) individuals (at the appropriate time) to understand how to opt-out and opt-in; and (iv) class members (at the appropriate time) to apply to receive their entitlement of the proceeds of the proposed Claim if successful;
- Establishment of a register (pursuant to Rule 83 of the CAT Rules) to record the names of the individuals who wish to opt-out and those who wish to opt-in;
- Methods of providing updated information to class members and responding to questions;
- General claims administration, distribution protocols, fraud checks, and audits; and
- Necessary data security efforts.

4. NOTICE PLANNING OVERVIEW

4.1 **Background:** The proposed Claim is made on behalf of a proposed class of individuals who between 22 May 1992 and 21 June 2008, purchased (for non-business purposes) goods and/or services from businesses selling in the UK that accepted MasterCard cards at a time at which they were both (1) a resident in the UK for a continuous period of at least three months and (2) aged 16 years or over. We understand that the proposed Claim does not require that a class member to have used a MasterCard card for their purchases during the relevant period or even that a payment card (whether credit or debit) has been used at all; cash and cheque purchasers and all payment card users will be included.

4.2 Further, at the point at which the proposed Claim is authorised to proceed, and a CPO is made, a “domicile date” will have to be identified. This is the date specified by Rule 80(g)-(h) and Rule 82 of the AT and is the date which determines whether (i) an individual is domiciled in the UK and is included in the class unless he or she opts-out, or (ii) an individual is not domiciled in the UK and will have to opt-in to be included. This date is to be determined by the Tribunal. The proposed Claim will proceed on behalf of all proposed class members living at the domicile date who have not opted-out (and those individuals living outside the UK at the domicile date who have opted-in).

4.3 **Objective:** Given the size of the proposed class (approximately 46.2 million individuals), and the fact that the proposed class members will live in all countries within the United Kingdom, and around the world, it is not possible to identify each individual within the class and/or obtain their current contact details. Therefore, individual notice to proposed class members (of any relevant information and/or under the CAT Rules) is not practicable. Consequently, Hilsoft and Epiq,

together with James Baxter Media Relations and the proposed class representative, have worked to identify other ways to communicate with and reach the proposed class to the fullest extent possible, ensuring that each method of communication is both reasonable and proportionate. We note that Rule 90 states that failure of a class member to receive a notice does not affect steps taken in the proceedings, unless the Tribunal orders otherwise.

- 4.4 The objective of all communications with the proposed class, and particularly in relation to formal notices that need to be issued under the CAT Rules, is to notify the greatest percentage of the proposed class members, being mindful of the need to be reasonable, practicable, and proportionate given the size of the proposed class and the fact that there is a need to work within an overall budget for the proceedings. This Plan sets out the different ways in which it is proposed that class members will be provided with sufficient opportunity to see the notices and understand their rights.
- 4.5 **Communication with the Proposed Class and Issuing Notices:** The methods for communication with the proposed class, and the issuing of notices, will vary according to the subject matter of the communication, the importance to the proceedings and whether a formal notice is required under the CAT Rules. For instance, the CPO Notice will primarily be issued to the class via paid UK print and online media in order to gain a wide reach within the UK and to target former UK residents living abroad who still consume UK-based media channels. However, it is recognised in this Plan that certain communications and the issuing of notices (in particular the CPO Notice) will also need to target foreign media in order to target class members who have moved from the UK. Foreign media will be targeted primarily through public relations efforts, the Claim Website, and Internet search terms.
- 4.6 **Media Planning Software and Measurement Tools:** Virtually all of the largest global advertising agency media departments utilise, scrutinise, and rely upon independent tested data and tools, including net reach and de-duplication analysis methodologies, in order to assess advertising reach to guide the billions of pounds of advertising placed each year. These analyses and similar planning tools have become standard analytical tools for evaluations of complex legal notice programmes and have been regularly accepted by courts in the United States and Canada. Today, 90-100% of media directors worldwide use reach and frequency planning¹; all of the leading advertising and communications textbooks cite the need to use reach and frequency planning²; and at least 15,000 media professionals in 85 different countries use media planning software³.

¹ See generally Peter B. Turk, *Effective Frequency Report: Its Use and Evaluation by Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

² Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, *ADVERTISING MEDIA PLANNING*, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, *STRATEGIC MEDIA PLANNING* 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, *ADVERTISING MEDIA* 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, *ADVERTISING MEDIA PLANNING*, 93-122 (4th ed. 1993); JIM SURMANEK, *INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING* 106-187 (1993).

³ For example, Telmar, established in 1968, is the world's leading supplier of media planning software with over 15,000 media professionals in 85 countries using their systems for media and marketing planning tools including reach and frequency planning. Telmar was the first company to provide media planning systems on a syndicated basis.

- 4.7 In this Plan, we have relied on the UK's National Readership Service ("NRS") data for print planning. The National Readership Survey was established in 1956 and today provides the most authoritative and valued audience research in use for print and digital advertising trading in Britain. The survey covers over 250 of Britain's major news brands and magazines, showing the size and nature of the audiences they achieve. NRS PADD (print and digital data) was introduced in September 2012 allowing measurement of combined print and online audiences⁴.
- 4.8 For online media planning, we have used comScore, Inc.⁵ comScore is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies, and advertisers, conducted by William Blair & Company in January 2009, comScore was rated the "*most preferred online audience measurement service*" by 50% of respondents, a full 25 points ahead of its nearest competitor.
- 4.9 **Target Audience Demographics:** Even though the proposed class includes individuals who made purchases going back to 2008, we have chosen a broad target audience of UK adults aged 16 plus with which to communicate. This inclusive target ensures that the methods used to communicate with the proposed class reach all age groups – even those younger individuals who might not be in the class, but could influence their family and friends to find out about the proposed Claim and exercise their rights in respect of the proposed Claim. Based on 2015 NRS data, we are able to summarise the demographics of UK adults aged 16 plus as follows:
- 51.1% are women and 48.9% are men
 - 86.5% are white
 - 35.9% are aged 55+
 - 9.7% are aged 75+
 - 62.7% own a home
 - 60.9% are married
 - 84.0% have access to the Internet
 - 32.5% regularly read newspapers
 - 26.9% received a First Degree or higher
- 4.10 The above statistics help provide a framework of the general demographics of the target audience. In particular, the statistics on internet access and newspaper readership were considered when selecting media best suited to reach proposed class members.
- 4.11 **Notice Strategies:** Each notice stage in the proceedings will have distinct notice strategies dependent on the content of the notice, the objective and importance of the notice to the proceedings, the costs of different approaches, and the relevant practical considerations. The

⁴ NRS is currently working on a new AMP (Audience Measurement for Publishers) database, which will be launched late 2017/early 2018. It is promised to be a cross platform audience measurement tool allowing reach and frequency to be measured across all platforms (print/PC/tablet/smartphones). Until that time, NRS data will continue to be used for reach and frequency planning. When the AMP database is available, new reach and frequency calculations will be generated for this Plan.

objective will always be to provide the most effective noticing possible in a reasonable and proportionate manner. Methods of notice used will include:

- Email or text message notice to proposed class members who have previously registered on the Claim Website to receive updates;
- Press releases to mainstream UK media (print and online), certain identified foreign media (print and online), and an accompanying public relations campaign to promote media reporting on the content of the relevant press releases (referred to as "earned media");
- Paid print publication notice (i.e. advert in a newspaper or magazine);
- Paid online banner notice (explained in 6.17 below);
- Social media notice via Facebook and other channels;
- Sponsored Search Listings (explained in 5.11 and 6.31 below); and
- Outreach to marginalised and hard to reach communities.

4.12 At every material stage of the proposed proceedings, all communications to proposed class members will include an encouragement to visit the Claim Website to register with their email address and/or mobile number to receive updates as the proposed Claim progresses.

4.13 The Claim Website, recorded phone line, and email/text messages will be available in a variety of languages to suit the needs of the proposed class, such as Welsh, Polish, Punjabi, and Urdu (being the most spoken foreign languages in the UK). At the various stages of the proceedings, the alternate language options will be re-evaluated to ensure that the noticing efforts are effective and appropriate.

4.14 **CPO Notice Plan Delivery and Performance Summary-Reach and Frequency:** Specifically, the CPO Notice will be issued using paid adverts in UK print publications and online banner advertising. This is a measurable approach, which will target current UK residents aged 16 plus, reaching an estimated 80% of this audience. On average, each of these people reached at the CPO Notice stage will have multiple opportunities for exposure to the notice owing to the significant frequency of the notice appearances provided (multiple appearances in print publications and multiple opportunities to view the online banner notices). It is estimated that UK residents aged 16 plus will, on average, be exposed 3.5 times.⁶

5. FIRST NOTICE PHASE: CPO APPLICATION AND HEARING NOTICE

5.1 Even though not specified in the Tribunal Rules, it is understood from the Tribunal's Order in *Dorothy Gibson v Pride Mobility Products Limited*⁷ the Tribunal has required the proposed class representative to communicate with the proposed class once the proposed Claim has been filed, to notify them of the fact of the proposed Claim and the next steps in the proposed Claim (hereafter referred to as the "CPO Application and Hearing Notice"). It is noted from *Mobility*

⁶ Net Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times that each different person reached will have the opportunity for exposure to a media vehicle specifically containing a notice.

⁷ Case No. 1257/7/7/16.

Scooters that this first notice stage will come after the first Case Management Conference (“CMC”) when the Tribunal has fixed a hearing date for the application for the CPO and issued directions for the steps to be taken before that hearing.

This Plan provides for notice to be given to the proposed class of the date for the hearing of the application for the CPO and give the proposed class the necessary details for how to object to the application and/or the authorisation of the proposed class representative, pursuant to Rule 76(10)(c) of the Tribunal Rules. This Plan includes several methods for disseminating the CPO Application and Hearing Notice in order to provide sufficient notice to the proposed class of their rights at this stage of the proposed claim and to encourage proposed class members to visit the Claim Website to register to receive future updates as the proposed Claim progresses.

- 5.2 Set out below are the proposed methods for disseminating the CPO Application and Hearing Notice.
- 5.3 **Dedicated Claim Website:** The Claim Website will be established after the first CMC. At this stage, the Claim Website will be a simple, informative site that contains:
- A summary of the proposed Claim including the proposed class definition and will explain in simple terms who the proposed class representative is and the objective of the proposed proceedings;
 - A section of answers to Frequently Asked Questions (“FAQs”) covering information about the proposed Claim and the next steps;
 - A link to the Tribunal's website and its summary of the proposed Claim;
 - A link to the Collective Proceedings Claim Form;
 - A link to the CPO Application and Hearing Notice;
 - An explanation of the right to object to the application for a CPO and/or the proposed class representative and the process and deadline for doing so; and
 - A link to copies of any other documents that the Tribunal directs should be made available.
- 5.4 Visitors will be encouraged to register their interest in receiving future updates and to leave an email address and/or mobile number for these updates to be sent out during the course of the proceedings.
- 5.5 We have selected www.MasterCardConsumerClaim.co.uk as the primary Claim Website URL. This URL will be featured prominently in all notice documents and will remain the “name” of the Claim Website for the duration of the proposed Claim. In recognition that proposed class members may type in other configurations of the official claim URL and to pre-empt other organisations or individuals from creating ghost websites with misleading or inaccurate information, significant efforts have been made to purchase other potential website addresses. At this stage, we have secured over one hundred alternate addresses that will re-direct a web browser to the Claim Website.
- 5.6 A sample mock-up of how the Claim Website homepage will look at the CPO Application and Hearing Notice stage is included with Attachment 7.

- 5.7 **Website Security:** The Claim Website will be hosted in a secure webserver farm located in the European Union that is only accessible by authorised IT personnel. Only Epiq IT personnel will have authorisation to make changes to the website (once approval is given by the Tribunal). All data submitted online will be encrypted using SSL certificates and all data will be saved to a secure database. The case database will be hosted internally by Epiq and will not be accessible via the internet. The website and database security will comply with all applicable data protection and privacy laws and be consistent with industry standards. Before launch, an external test site with username and password will be established to review securely. All Claim Website code will be reviewed for vulnerabilities to hacking using a third-party tool by Veracode, and Epiq requires a Veracode score of 90 or greater out of 100, with 100 being perfect, to launch the website. Additionally, the Claim Website will have ReCaptcha technology, which helps prevent bots or spammers from submitting data. ReCaptcha is the requirement on some website forms to answer a question, such as reading slightly obscured text that a computer cannot understand, prior to submission of the form.
- 5.8 **Press Release:** A concise and informative press release will be issued by the proposed class representatives' public relations advisers in order to publicise the application for a CPO and to provide the press with a copy of the CPO Application and Hearing Notice. Significant global press interest has already been generated in the proposed Claim through the proposed class representatives' public relations efforts when the intent to file the proposed claim was announced in July 2016. These efforts generated significant press coverage, including 70 documented media stories. Media outlets that covered the story in the UK included *The Daily Mail*, *The Financial Times*, *The Guardian*, *The London Evening Standard*, *The Mirror*, *The Scottish Daily Mail*, *Sky News*, *BBC* and over sixty more. These appearances in the media are summarised in [Attachment 5](#) to this Plan and addressed in the First Witness Statement of Walter Merricks.
- 5.9 James Baxter Media (the proposed class representative's PR firm) will contact each media outlet and reporter who provided previous coverage in order to provide them with a copy of the CPO Application and Hearing Notice and with information about the application in order to generate further press attention. All press releases and communications with the press will also direct (or seek to direct) the press, and consumers, to the Claim Website.
- 5.10 **Consumer Affairs Publication Coordination:** Once the Tribunal has issued directions to publicise the application for a CPO the proposed class representative will liaise with Which?, and MoneySavingExpert.com to seek assistance in publicising the CPO Application and Hearing Notice. Which? has confirmed willingness to provide relevant information to consumers at each stage of the proposed Claim and that it wishes to help provide notice to the class via their magazine and possibly via their other flexible channels (such as Which? online news and the Which? Consumer Rights website). More detail on cooperation with Which? and MoneySavingExpert.com is included in paragraph 6.32 below.
- 5.11 **Sponsored Search Listings:** To assist consumers with locating the Claim Website, Sponsored Search Listings will be acquired on the three most highly visited Internet search engines: *Google*, *Yahoo!*, and *Bing*. When consumers go online to one of these search engine websites and search for common keyword combinations such as "MasterCard claim" or "MasterCard consumer claim,"



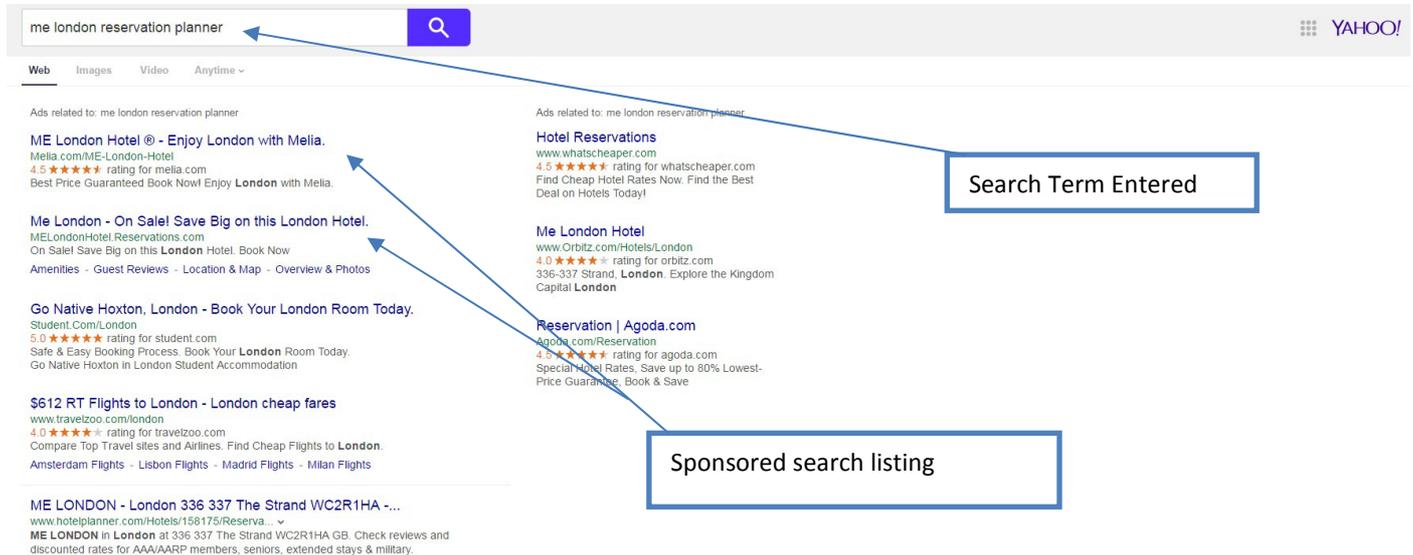
the search engine will recognise these searches as being searches for the Claim Website. The search engine will display a (highly prominent) Sponsored Search Listing result either at the top of the page prior to the search results or in the upper right hand column. The Sponsored Search Listings will assist the proposed class members in finding and accessing the official Claim Website when they might have only heard of the proposed Claim from a brief news story or through other channels and do not know the official Claim Website address (or type in the incorrect address).

5.12 Examples of Sponsored Search Listings:

On Google:

The screenshot shows a Google search interface with the search bar containing the text "uk which official site". Below the search bar, there are navigation tabs for "All", "Shopping", "Videos", "News", "Images", "More", and "Search tools". The search results show "About 180,000,000 results (1.10 seconds)". The first result is a sponsored search listing for "Which?@ - Official Site - Access Independent Expert Reviews" with a URL of "www.which.co.uk/". This listing includes a 4.9-star rating, a "New to Which? Sign Up for £1 Trial" offer, and mentions "1000s of Product Reviews", "100% Impartial Reviews", "The Consumer Champion", and "Over 800,000 Members". Below this are organic search results for "Welcome to GOV.UK", "University of Kentucky | Official Athletics Site", "University of Kentucky", and "Visit Britain: The Official Tourism Website of Great Britain". Two blue boxes with arrows point to the search bar and the sponsored listing, labeled "Search Term Entered" and "Sponsored search listing" respectively.

On Yahoo!:



5.13 **Paid Media Options:** Further options to publicise the CPO Application and Hearing Notice were considered including paid online banner advertisements and paid appearances in print media. However, given the significant cost associated with this kind of paid media (even a limited schedule of paid online media notice across the UK could easily exceed £100,000), the early stage of the proceedings, and the limited content of the notice, the channels listed in the prior paragraphs are considered the most reasonable and proportionate options. Given the very significant media interest already shown in the proposed Claim, it is considered that issuing the CPO Application and Hearing Notice to the UK press, publishing it on the Claim Website, sponsored search listings, publicising the notice in Which? magazine and potentially also on the Which? Consumer Rights Website, will expose a significant number of the proposed class to this issue. The proposed class representative will also liaise with MoneySavingExpert.com on communicating with the proposed class at the appropriate stages of the proceedings.

6. SECOND NOTICE PHASE: CPO NOTICE FOLLOWING THE CPO

6.1 Pursuant to Rule 81(1), "The class representative shall give notice of the collective proceedings order to class members in a form and manner approved by the Tribunal." The CPO Notice contains important information for the class members including a summary of the proposed Claim and the common issues, a statement that the judgment on the common issues will bind the class, and details of how individuals may opt-out and opt-in (if they are not living in the UK as of the domicile date). Because the CPO Notice is responsible for communicating to a class member what the proposed Claim is about, their rights and the important deadlines, the notice effort must be significant and comprehensive. The plan outlined below is effective, proportionate, and appropriate for the circumstances of this case and is designed to reach 80% of the class.

6.2 **CPO Notice Drafting:** Pursuant to Rule 75(5)(c) of the CAT Rules, the draft CPO Notice is appended to the Collective Proceedings Claim Form. The draft CPO Notice was drafted by Hilsoft, the proposed class representative, and his legal advisers.



- 6.3 The draft CPO Notice is written and designed to motivate class members to read and understand the message. It carries a clear message containing all the requirements of Rule 81 of the CAT Rules. In order to draw the attention of the reader the draft CPO Notice includes the following design elements:
- **Bold headline captures attention:** A “noticeable” and bold primary headline to attract the attention of class members: (“**If you made purchases in the UK between 1992 and 2008, you could get a future payment from a collective claim against MasterCard.**”). The headline immediately alerts even casual readers who may be potential class members that they should read the notice and why the notice is important. It speaks to each class member in the first person.
 - **Plain language enhances comprehension:** The notice concisely and clearly states the information in plain, easily understood language so that readers can comprehend the notices effectively, regardless of education level.
 - **Notice design alerts readers as to legal significance, lending credibility:** The design of the CPO Notice ensures that readers know that the communication provides legitimate information about what action or steps they can take and that it is not commercial advertising.
 - **Prominent Claim Website address:** The draft CPO Notice provides simple, convenient mechanisms, such as the Claim Website address for class members to obtain additional information, if desired.
 - **Question and answer format:** The simple question and answer format makes it easy to interact with, read and find information. The draft CPO Notice will form the basis for the Frequently Asked Questions page on the website.
- 6.4 **Claim Website Updates:** Significant updates will be made to the Claim Website following the making of the CPO. The CPO Notice and order will be posted on the Claim Website and content will be updated appropriately to explain the CPO and the deadlines established by the CPO. As noted previously, approximately 84% of UK residents have access to the Internet.
- 6.5 The FAQs will be updated with necessary information about the CPO and the next steps in the Claim. Visitors to the Claim Website will, at this stage, be able to anonymously submit questions about the Claim and the proceedings. These questions will be reviewed, and the FAQs will be updated on an ongoing basis to answer commonly expressed questions or address common themes emerging from class members that were not originally anticipated.
- 6.6 After the CPO is issued, the Claim Website will also include an opt-in form to allow individuals who are not domiciled in the UK as of the domicile date to choose to opt-in. All class members that opt-in will be logged and a register kept by Epiq/Hilsoft (under Rule 83 of the CAT Rules). Anyone that opts-in will also be asked if they wish to have their details added to the class registration list in order to receive future updates on the progress of the Claim. Further details on opting-in are set out below in section 7. The Claim Website will also contain an explanation as to how class members can opt-out of the Claim together with a template letter for people to complete, print and post to the class representative’s PO Box address.



- 6.7 A short video will also be put on the Claim Website that describes the Claim and the opt-in and opt-out rights available to class members. The video will be 30-60 seconds in duration and will be heavily promoted in the public relations efforts. Visitors to the Claim Website will be invited through prominent links to share the video and any content on the site via their social media channels (Facebook, Twitter, and YouTube).
- 6.8 Sample mock-ups for the Claim Website homepage at this stage of the proposed proceedings, including pages for registration, opt-out, and opt-in are included with [Attachment 7](#). A current list of questions to be featured on the FAQ page is included with [Attachment 8](#).
- 6.9 **Freephone Support:** Concurrent with the CPO Notice, an Interactive Voice Recording (IVR) phone line will go live. This phone recording will provide information about the matter to class members and interested persons. Callers to the phone line will be connected with a Voice Response Unit (“VRU”) recorded message that will provide a brief description of the Claim, as well as answers to frequently asked questions. This recording will be in English, Welsh and other languages (to be identified at the appropriate time but likely to include Polish, Urdu and Punjabi). During the opt-out phase, callers will be able to request an opt-out form be mailed to them. During the claims-filing phase, it is anticipated that callers will be able to request a claim form be mailed to them. Live operators may be available for a period of time during the claims-filing phase to assist the class members with questions they may have about the claims process.
- 6.10 **Eblast Message to Registration List:** The CPO Notice will be sent via email (“CPO Email Notice”) to anyone who has registered on the Claim Website to receive ongoing updates about the Claim. Measures will be put in place in order to ensure that the CPO Notice is received as widely as possible and is not blocked by a recipient’s service provider. For instance, the CPO Email Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major emails providers as one that does not send bulk “SPAM” or “junk” email blasts. In addition, the emails will be sent in small groups so they are not erroneously flagged as junk email. Each CPO Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. It will, therefore, be possible to identify each and every CPO Email Notice for which a bounce code is received indicating that the message is undeliverable. At least two additional attempts will be made to deliver the CPO Email Notice. The CPO Email Notice will include the Claim Website address and will encourage the recipients to visit the Claim Website for full details on the status of the Claim.
- 6.11 **Paid UK Newspaper Adverts:** A summary version of the CPO Notice will appear twice in a quarter-page advert in a variety of newspapers covering England. A sample of this notice is included with [Attachment 6](#). The notices will appear once in a weekday edition and once in the Sunday edition of each newspaper where available. For newspapers without a Sunday edition, the notice will appear in two weekday editions appearing in successive weeks.
- 6.12 In addition to adverts in English newspapers, quarter page adverts will also appear once in a variety of newspapers covering Wales, Northern Ireland, and Scotland.



6.13 A summary of the newspapers that the adverts will appear in is as follows:

<i>Publication</i>	<i>Distribution</i>	<i># of Insertions</i>	<i>Circulation</i>
<i>The Daily Mail</i>	National	2	1,551,430
<i>Daily Mirror</i>	National	2	773,190
<i>Daily Telegraph</i>	National	2	448,436
<i>The Guardian</i>	National	2	166,493
<i>The Sun</i>	National	2	1,733,643
<i>The Times</i>	National	2	450,910
<i>Metro</i>	National	1	1,346,013
<i>Belfast Telegraph</i>	Ireland	1	41,912
<i>Irish Times</i>	Ireland	1	72,011
<i>Edinburgh Evening News</i>	Scotland	1	21,803
<i>Scotland Herald</i>	Scotland	1	32,141
<i>Wales on Sunday</i>	Wales	1	14,314
<i>Western Mail</i>	Wales	1	16,754
<i>South Wales Echo</i>	Wales	1	17,630
Total			6,686,680

6.14 The combined newspaper circulation of these publications exceeds 6.68 million.

6.15 **Paid UK Consumer Print Adverts:** A half-page notice will also appear once in *Hello!*, *Sport*, *Take a Break*, and *What's on TV* weekly magazines. Each of these publications describes their publication as follows:

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Hello!: *Hello!* is the UK's leading royalty and celebrity news and lifestyle magazine.

With superb photo-features and our ability to secure exclusive access to the social elite, *Hello!* has been capturing key moments in royal and celebrities' lives ever since we launched 25 years ago. Each issue is a rich mix of celebrity articles, interviews and lifestyle features from around the world. Our digital editions also come packed with fantastic interactive features, videos, and additional exclusive content to enhance your reading experience.

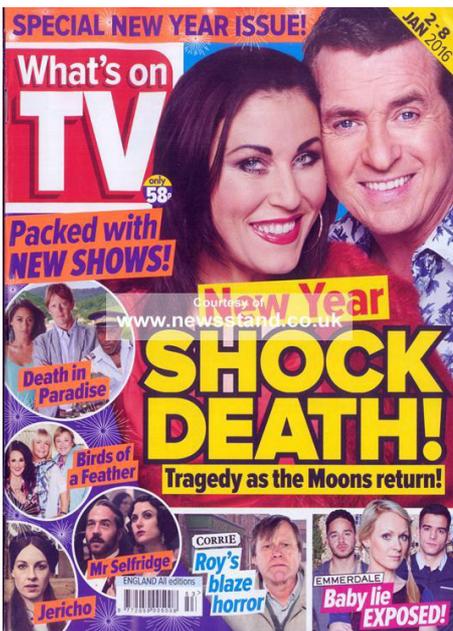


Sport: The magazine covers sport across the spectrum, and delivers a mix of big-name sporting interviews, intelligent investigation pieces, and great previews of the forthcoming week's action, all complemented with lifestyle content and the odd leftfield touch. It is the most read sport magazine in the UK, with a weekly circulation of more than 300,000 and was the country's first mass-distribution free magazine.



Take a Break: *Take a Break* has been the biggest selling women's weekly in the UK for nearly 24 years. One in nineteen C2DE (aged 16 to 64) women in the UK read *Take a Break* every week and it sells one copy every second in the UK. *Take a Break* also publishes a number of brand extensions totalling over 12 million copies per year.

Take a Break's mix of real life, fashion, beauty, food, home, travel and competitions attracts a hugely varied readership. Readers can be anything from 18 to 80; they are likely to own their own home and to be married, and many have children. Its universal appeal is confirmed by the strength of its reader relationship. It has very strong reader loyalty and is read for longer than any of its competitors.



What's on TV: *What's on TV* provides over 2.4 million readers a week with a great value mix of entertaining TV features, the latest soap news and gossip, plus puzzles, competitions and easy-to-use TV listings.

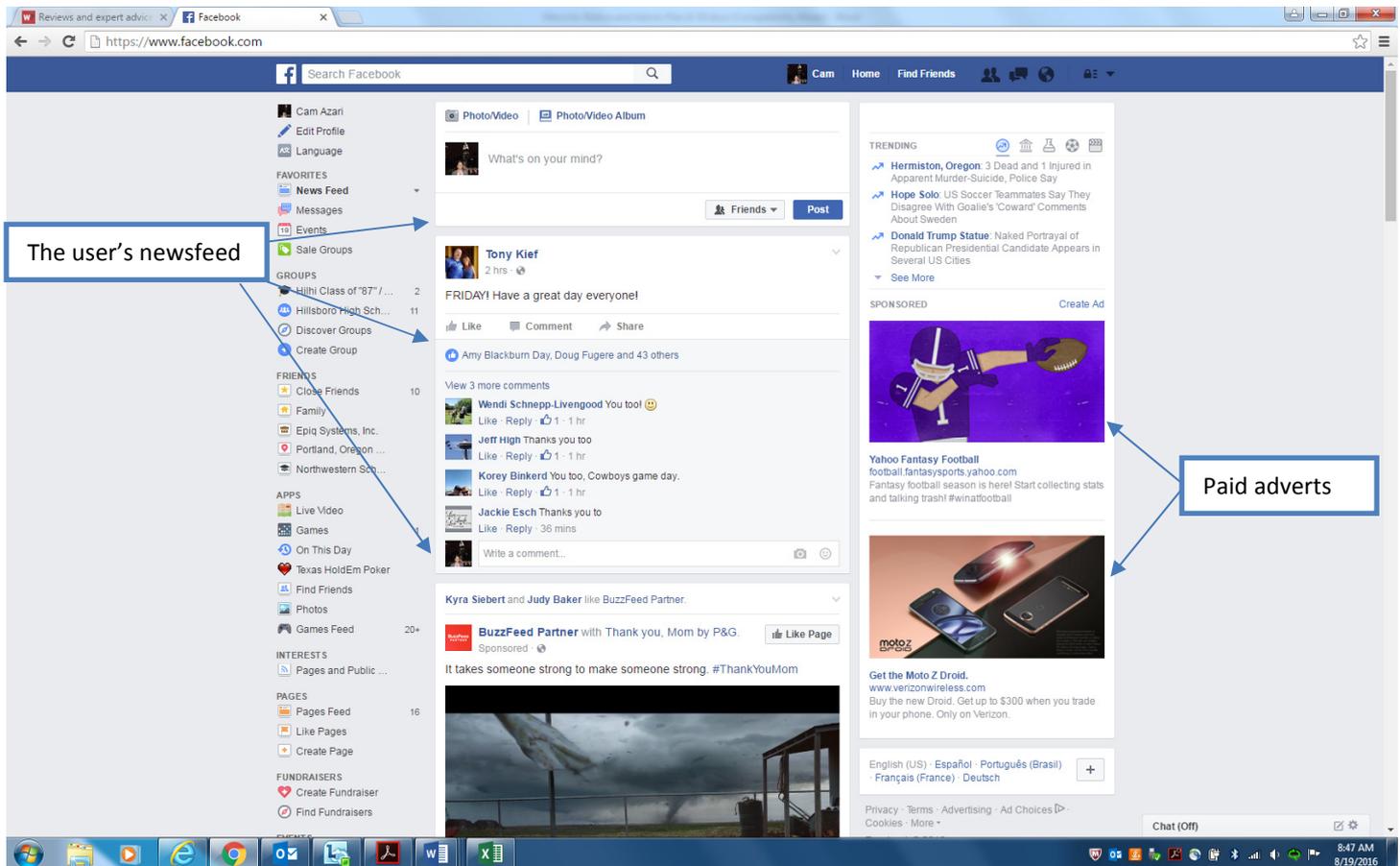
6.16 Via these magazines alone, the notice will reach a combined circulation of approximately 2.06 million readers in the UK.

6.17 **Paid UK Online Media Adverts:** Prominent Internet banner advertisements will be purchased and targeted to the UK desktop versions of websites. Internet banner adverts will be purchased through the *Google Ad Network* and displayed on a variety of websites⁸. Banner adverts will also

⁸ It is not possible at this stage to identify all of the websites that will have banner adverts. This will depend on the websites that are most prominent in the *Google Ad Network* at the time the advert is placed.

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be purchased on *Facebook*. *Facebook* is the most widely used social networking service in the world. When a user logs into their account they are presented with their homepage:

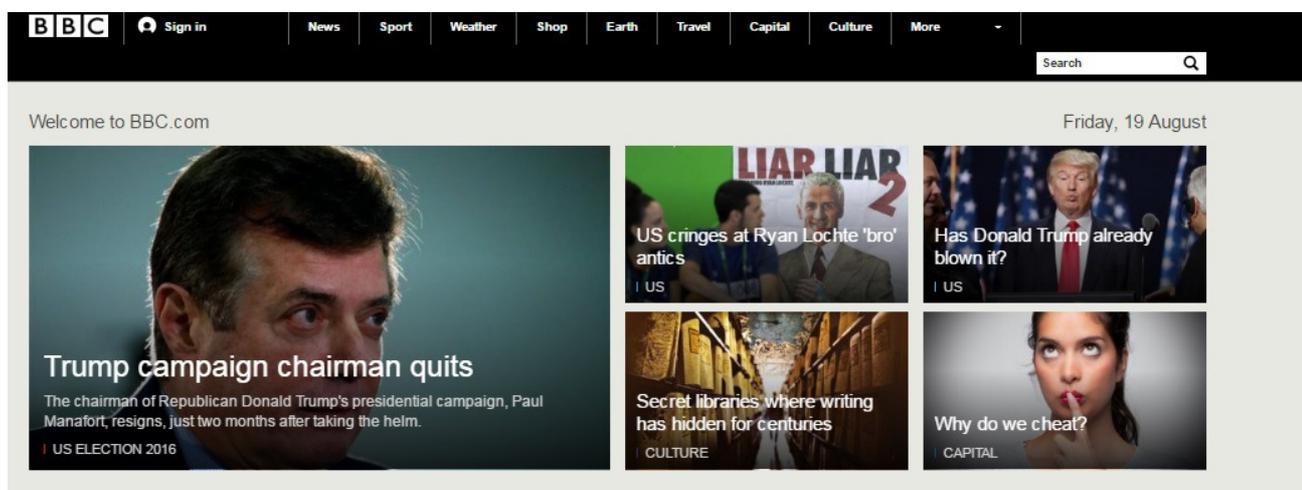


- 6.18 The primary feature of the homepage is the “newsfeed” that shows content posted by a user or a user’s Facebook friends (comments, pictures, videos, liked stories, etc.) along with some sponsored content.
- 6.19 Paid adverts can be placed in multiple locations on a user’s newsfeed: 1) in the body of the newsfeed along with other content, 2) in the right hand column next to the newsfeed, and 3) in the newsfeed in a user’s mobile phone or other mobile device. For the CPO Notice effort, paid adverts will appear in the right hand column (similar to those displayed above). A *Facebook* user who clicks on the advert will be sent directly to the Claim Website where they can read the full CPO Notice and have access to additional information.
- 6.20 *Facebook* banners will include standard paid adverts on the right hand column of users’ *Facebook* pages and Sponsored Posts that appear within an individual users’ news feed. Banners will be purchased in appropriate sizes (i.e. leaderboard or big box) with prominent “above the fold” placements (i.e. appearing on a web page as it initially is visible and does not require scrolling

down by the user to be seen). Combined banner impressions⁹ for all desktop sites will equal 125 million across the UK.

6.21 Paid Internet Banners appearing on the *Google Ad Network* and globally across the *BBC network* of websites will look similar to the ones shown below. Banner adverts appear on a rotating schedule, so that each time a user visits a page they might be exposed to different adverts. The adverts purchased for publicising the CPO Notice will rotate with content from other advertisers.

6.22 An example of a Banner advert appearing on the BBC website is as follows:



Paid Banner Advert

News



Swimmer's apology for Rio 'robbery' saga

US Olympic swimmer Ryan Lochte apologises for his behaviour in Rio de Janeiro and "for not being more careful and candid".

LATIN AMERICA & CARIBBEAN



Heard gives Depp divorce sum to charity

Amber Heard donates her \$7m (£5.3m) divorce settlement from Johnny Depp to charities working with abused women and ill children.

ENTERTAINMENT & ARTS



Photos show IS 'human shields' in Syria

Aerial photos have been released showing Islamic State (IS) militants using "human shields" to escape the northern Syrian town of Manbij.

MIDDLE EAST

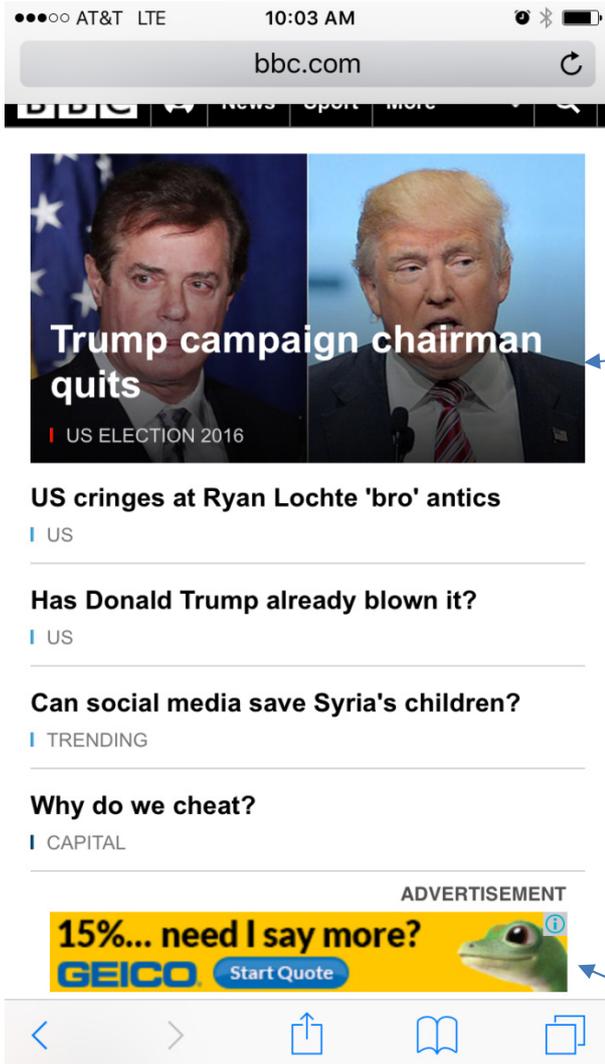
6.23 Mobile banners displaying on a website or app accessed on a smartphone and/or tablet will be purchased and geo-targeted to United Kingdom websites and apps. Mobile banner adverts will be

⁹ In the context of online advertising, an online ad "impression" is a count of the number of times a digital banner advert is displayed on a specific website or websites. An impression measures the number of times an ad is displayed, whether it is clicked on or not. Each time an ad displays it is counted as one impression. Impressions are planned by website before a campaign ever begins, and in most cases are guaranteed by the vendor to appear over a set amount of time. Since impressions represent the opportunity for an ad to be seen, they have a direct influence on the potential reach of a notice effort.



displayed on a variety of websites purchased through the *Google Ad Network*¹⁰, and the *BBC* as well as the mobile website for *The Daily Mail*. Combined impressions for all appearances of the mobile banner advert will equal 25 million. As with the desktop Banner adverts, the mobile banners will send the user directly to the Claim Website.

6.24 An example of a mobile banner appearing on *BBC's* mobile site:



Screenshot of BBC homepage as it appears on a Smartphone

Paid Mobile Banner

¹⁰ The Google Ad Network spans over two million websites, mobile apps, and video content sites.

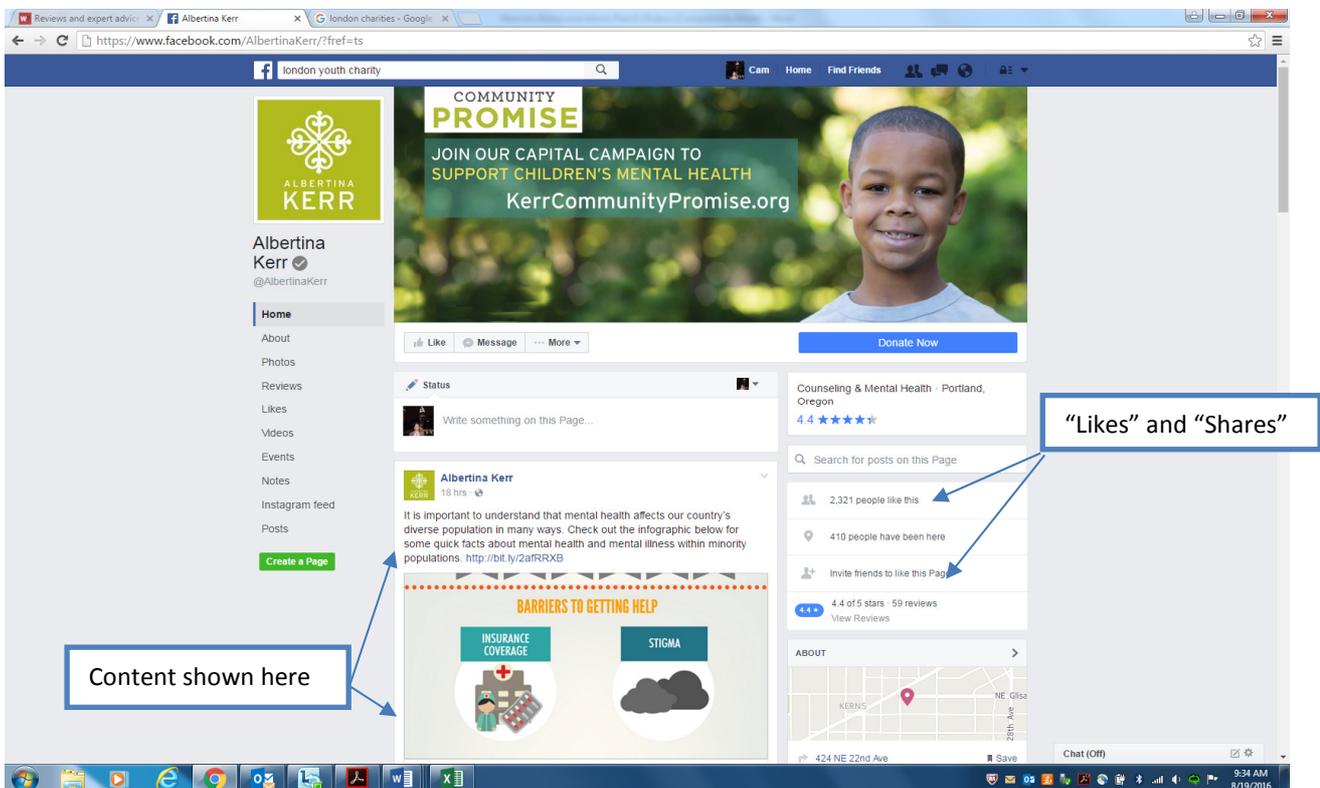


6.25 A summary of the digital adverts to be purchased for the CPO Notice effort is as follows:

Network/Property	Banner Size	# of Days	Impressions
Google Ad Network	300x250; 728x90	31	69,000,000
BBC/BBC Sites	728x90; 970x90; 300x50	31	6,000,000
Facebook	254x133	31	50,000,000
Google Ad Network - Mobile	300x250; 300x50	31	22,500,000
The Daily Mail - Mobile	120x20; 168x28; 300x50	31	2,500,000
TOTAL			150,000,000

6.26 **Social Media Advertising:** A dedicated *Facebook* page will be created after issuance of the CPO with information about the Claim. The page will feature a link to the CPO, CPO Notice and will direct visitors to the Claim Website. A significant benefit of a *Facebook* page is that it will allow visitors to “Like” or “Share” the page. These actions would be reflected on the pages of all friends of the user, creating a viral opportunity for notice of the Claim to be spread to other users. Any future updates to the *Facebook* page would then be reported on the news feed of the liking person’s own *Facebook* page. Visitors to the *Facebook* page will be encouraged to go to the Claim Website and leave their email or mobile number for future updates.

6.27 An example of how a dedicated *Facebook* page looks is as follows:

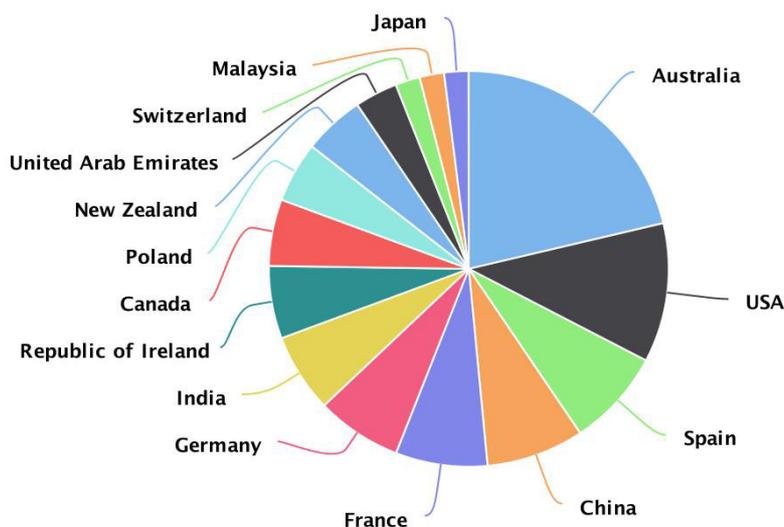




6.28 Publicising the proposed Claim via social media is appropriate for the UK audience. According to a recent study, only the Netherlands ranked above the UK in terms of percentage of Internet users who use a social network (68.6% of UK Internet users access a social network at least once a month from any device).¹¹

6.29 **Public Relations:** Similar to the CPO Application and Hearing Notice, extensive public relations efforts will be undertaken to publicise the CPO and CPO Notice. All media that have run stories on the Claim will be contacted and provided with a copy of the CPO and CPO Notice. Furthermore, as appropriate, interviews will be coordinated with publications and the proposed class representative to publicise the Claim. Additionally, the public relations effort will be targeted to countries where UK emigrants move. Based on recent Office of National Statistics (ONS) data, UK residents move to a wide variety of countries.

(Source: destinations for 2013 – as per latest ONS data)



Highcharts.com

6.30 Major media outlets will be targeted in the top 4-5 countries with specific titles to be determined based on the state of the media at the time of the CPO Notice.

6.31 **Sponsored Search Listings:** To facilitate locating the Claim Website and to help with expanding the CPO Notice effort internationally, Sponsored Search Listings will be acquired on the three most highly visited Internet search engines: *Google*, *Yahoo!*, and *Bing*. See further paragraph 5.11 above.

6.32 **Consumer Affairs Publication Coordination:** The class representative will work with Which? and MoneySavingExpert.com to seek assistance in publicising the CPO and CPO Notice, as well as

¹¹ <http://www.emarketer.com/Article/Social-Networking-Across-Europe-Patchwork-of-Penetration-Rates/1014066>

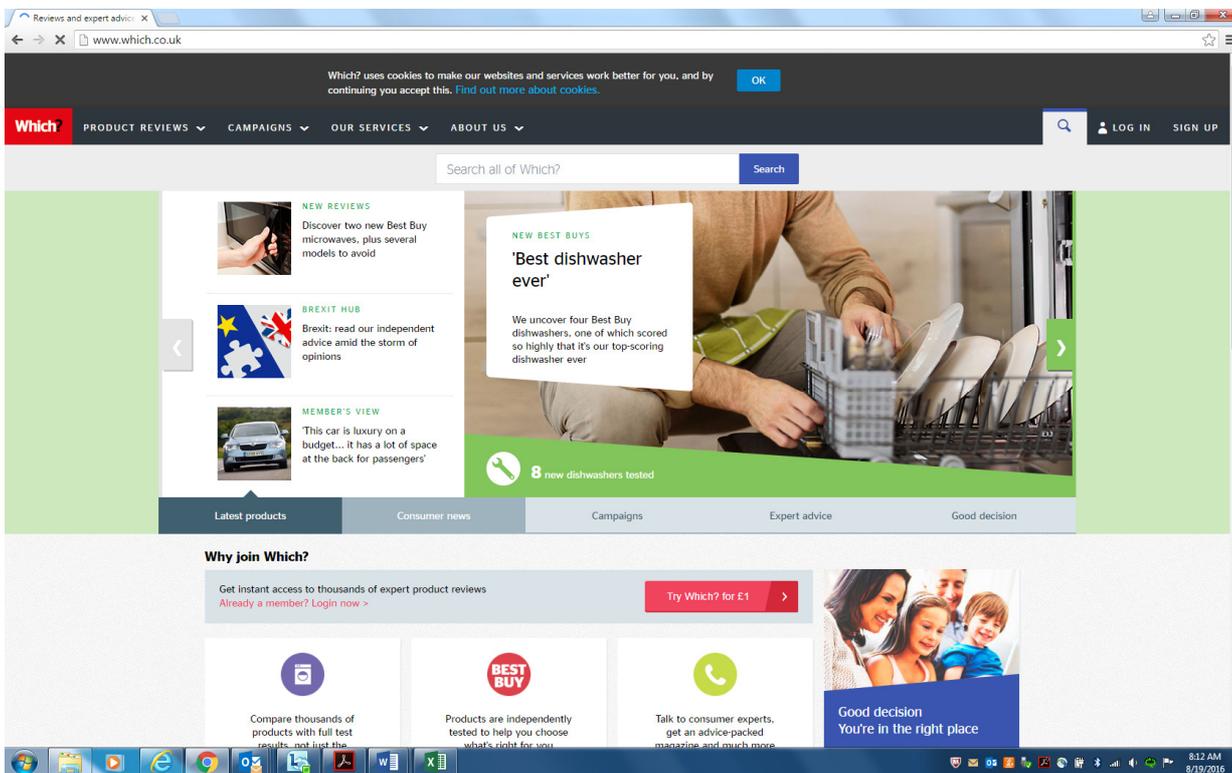
generally communicating and updating the class on developments in the Claim as it progresses. Cooperation from Which? has already been secured in that they have confirmed that a willingness to, at the appropriate time, and at each stage of the Claim, provide relevant information to consumers via their magazine and possibly via their more flexible channels (such as Which? online news, the Which? Consumer Rights website and Which? Conversation). Which? has specifically agreed to consider publication of an online story with links to the CPO Notice as hosted on the Claim Website. Similarly, MoneySavingExpert.com has indicated that it intends to follow the case as it progresses, keeping users updated through its website as is editorially merited

6.33 The various channels available through Which? include their magazine:



Each issue of Which? is packed with reports on everything that affects the quality of your life. From everyday products and services to one-off investments, we help you to get the best deals available.

6.34 And their website:





6.35 **Sample Notice Schedule Flowchart:** Below is a proposed schedule for implementing the CPO Notice after the CPO has been issued.

Notice Tactic	Week One	Week Two	Week Three	Week Four	Week Five	Week Six	Week Seven	Week Eight
<i>Eblast</i>								
<i>UK Newspapers</i>								
<i>Consumer Print</i>								
<i>Digital Banners</i>								
<i>Non-UK Media</i>								
<i>Social Media</i>								
<i>Informational Release</i>								
<i>Public Relations</i>								
<i>Search Listings</i>								
<i>Outreach</i>								

6.36 The above blocks for UK Newspapers and Consumer Print show when readers first receive publications or when they appear on newsstands and in stores (this is commonly referred to as the “on-sale” date). The actual publications, websites and insertion dates that are proposed in this Plan could vary slightly depending on changes in the media landscape between now and the execution of the CPO Notice Plan, and may vary within the notice period subject to availabilities at the time of placement. The Claim Website will remain operational for the duration of the Claim and Sponsored Search Listings will continue for a to-be-determined period beyond the schedule indicated here.

6.37 **CPO Notice Reach and Frequency:** Hilsoft employs industry-standard software, using the latest readership and online traffic data, which together with our own conservative analysis techniques, factors out duplicate persons to yield total net persons reached. The Plan as set out above is estimated to directly reach:

Target	% Net Reach Net of Duplication
<i>UK Adults 16 plus</i>	<i>80%</i>
<i>UK Adults 55 plus</i>	<i>78%</i>

Sources: NRS and comScore.

6.38 The direct reach percentage provided indicates that the measured aspects of the notice program (paid print and online media adverts) for the CPO Notice will be extensive and will reach the majority of the class members. It is considered that the proposed notice program will be effective, proportionate, and appropriate for the circumstances of the proposed claim and the content of

the notice. The reach is enhanced by the public relations and social media efforts, Sponsored Search Listings, and Claim Website (aspects of the Plan that cannot be measured in terms of reach before they occur).

6.39 This Plan is intended to provide proposed class members with the best practicable opportunity to access and understand the CPO, CPO Notice and their rights. An important by-product of using the proposed media vehicles (which are necessary for a broad net reach to the class) is that class members will consume a number of the different communications channels. This will mean that they are likely to have multiple exposures to the CPO Notice. Additionally, by using a wide variety of media (traditional print, online, mobile, social media), the Plan targets class members of all ages and demographic profiles. This encourages discussion about the Claim among those who see it and spreads the notice beyond those who may directly see it to those who may not have. It is intended that the wide reach of the proposed notice plan will assist in ensuring that harder to reach sections of the class will nevertheless be communicated with, getting the overall reach of the noticing efforts as close as possible to 100%.

6.40 This Plan relies upon modern-style audience-documented media coverage as measured by the sources covered in Section 4.6 above. It provides a higher frequency of exposure than a direct mail only notice program that sends one notice, one time, to a class member.¹² The average frequency of exposure resulting from the measureable paid media proposed here is estimated as follows.

<i>Target</i>	<i>Average Frequency of Exposure</i>
<i>UK Adults 16 plus</i>	<i>3.5</i>
<i>UK Adults 55 plus</i>	<i>3.1</i>

Sources: NRS and comScore.

6.41 The frequency of exposure will most certainly be further enhanced by public relations and social media efforts, Sponsored Search Listings, and the Claim Website, getting the overall reach through direct and indirect means as close as possible to 100% of what is a very large proposed class.

6.42 **Sample Notices:** Sample paid media notices, including those appearing in newspaper, magazine, and digital platforms are included in [Attachment 6](#). Each notice is drafted in a summary format appropriate for each medium, using consistent text from the full draft CPO Notice. Headlines and other content are designed to capture a reader’s attention and drive them to the Claim Website to see the full CPO Notice and access additional claim information.

6.43 **Translation:** Efforts will be made to provide Notice (including website, recorded phone line, eblast, and text) in a variety of languages. The CPO Notice, specifically, will be translated into Welsh and translations into relevant additional languages will be done throughout the notice process. Additionally, the Print Publication Notice will be translated into other languages such a

¹² The reach achievable through direct mail notice programs varies widely depending on the accuracy and comprehensiveness of class member mailing lists.

Welsh for any country specific newspapers and the proposed class representative will identify other languages for translations such as those identified in paragraph 4.13 above (or any others that may be more appropriate at the relevant time).

7. RULE 81 ADMINISTRATION OF OPT-OUT/IN REQUESTS

- 7.1 **Opt-Out Request Process:** The CPO Notice directs readers interested in opting-out of the Claim to send a letter to the proposed class representative explicitly requesting that, “I want to opt-out of the collective claim against MasterCard, Case No. 0000/0/0/16,” along with their full name, postal address, email address, telephone number, signature, and date. Class members do not have to give any reason for opting-out. To assist class members with this process, the Claim Website will have a template opt-out letter that class members can download and complete. For class members who do not want to pay for postage, there will be an option to send an email to request a stamped self-addressed envelope be sent to them.
- 7.2 The Claim Website will not be configured to accept opt-outs through the Claim Website or by email. Because opting-out of the proposed Claim removes a class member from the class and eliminates any eligibility to participate in any recovery, it is imperative that the opt-out process reflects a conscious and deliberate effort on the part of the class member to request to be excluded. Having a simple website form or email box to collect opt-outs would inevitably lead to unintentional requests being submitted (it is likely that many will both opt-in and opt-out, thinking they need to do both to participate). This practice is informed by previous experience in the United States and Canada. When class members are given the choice to opt-out online, many inadvertently request to be opted-out and then later attempt to file a claim, not realising what they had done. This creates confusion and could result in class members who want to participate in the Claim mistakenly excluding themselves.
- 7.3 Once an opt-out request is received and processed by Epiq, it will send (on behalf of the class representative) an acknowledgement (via email or post) to the class member opting-out. Class members opting-out will be reminded that their decision renders them ineligible for a payment if money ever becomes available and it is explained in the CPO Notice that if they wish to bring their own individual claim that they have limited time in which to do it due to the limitation rules under S.47E of the Competition Act 1998.
- 7.4 Once the CPO is made, visitors to the Claim Website will see a prominent link on the homepage to detailed information on how to opt-out. The FAQs will be updated to address the opt-out process.
- 7.5 **Opt-In Request Process:** The CPO notice directs readers that if they were not a UK resident on the domicile date, they must take steps to opt-in to the class if they want to be part of the Claim and be eligible to receive a payment in the future.
- 7.6 The Claim Website will feature an opt-in form allowing visitors to easily opt-in online. The form will request name, postal address, email address, and telephone number. People opting-in will also be asked to provide the dates between 22 May 1992 and 21 June 2008 in which they were a UK resident. An option will also be given to opt-in by post. As with those that wish to opt-out, there will be an option to download a sample opt-in letter at the Claim Website and to email a

request for a stamped self-addressed envelope to send the opt-in request. Individuals will be allowed to opt-in online (but not opt-out online as explained above) because the consequences of opting-in are minimal (they would still have to file a claim for money at the appropriate step) as compared to opting-out which permanently bars them from participating in the success of the Claim.

- 7.7 Once the CPO is made, visitors to the Claim Website will see a prominent link on the homepage to detailed information on how to opt-in, including a direct link to the online opt-in form. The FAQs will be updated to address the opt-in process.
- 7.8 **Opt-Out and Opt-In Register:** Epiq will (on behalf of the class representative) keep a register of all opt-out and opt-in requests. Each request will be assigned a unique number for tracking. Reports on each list will be made available, as the Tribunal requires. All persons opting-in will be added to the list of individuals to receive updates as the Claim progresses, unless they request not to be so updated. This information will be stored securely, in compliance with all applicable data protection and privacy laws and consistent with industry standards.

8. RULE 87, 88, AND 91 NOTICES

- 8.1 Under these Rules, the class representative must notify class members of any/all of the following:
- Any intention of the class representative to withdraw from representing the class;
 - Any directions issued by the Tribunal requiring the class representative to take steps in the proceedings; and
 - Any judgments (other than a final judgment) and or orders issued by the Tribunal.
- 8.2 Since the content of these notices is unknown at this stage and may occur at any stage of the claim process, it is currently anticipated that they will at least be issued via updates to the Claim Website, Claim Facebook page, and through email/text message updates to persons who have registered on the Claim Website to be notified of the progress of the Claim. Depending on the content of any such notices, public relations efforts may also be conducted. At this stage, no paid media is anticipated for such notices, although that will be kept under review depending on what the notices relate to and their significance.

9. THIRD NOTICE PHASE: RULE 92 NOTICE

- 9.1 Rule 92(3) of the CAT Rules specifies that the class representative shall give notice to represented persons, in such manner as the Tribunal directs, of any hearing to determine what directions should be given by the Tribunal relating to a claim by a class member for a share of any aggregate award of damages made (see Rule 92(1)). Any such represented person can apply to the Tribunal to make submissions about such directions. Rule 92(2) sets out the types of directions that the Tribunal may make in relation to claims for a share of any aggregate award of damages. For the purposes of this Plan it is envisaged that any such directions will also include a direction for how the class representative will notify class members of their ability to claim and how the class representative will communicate with class members in relation to such claims. This is referred to as the “Rule 92 Notice Plan”.



- 9.2 The ultimate size and scope of any Rule 92 Notice Plan will depend on the size and scope of any aggregate award of damages obtained for the class. Additionally, a new public relations and media plan will be assessed and presented to the Tribunal for approval if and when a Rule 92 Notice Plan becomes appropriate. Because of the passage of time, different media vehicles (online, print, etc.) may be appropriate from what is used at the CPO Notice stage. A summary of potential Rule 92 Notice methods includes the following, which are indicative only at this stage and will be determined at the appropriate time:
- 9.3 **Website Updates:** As with the CPO Notice Phase, significant updates will be made to the Claim Website following a successful resolution of the Claim. Relevant orders of the Tribunal will be posted and Claim Website text will be updated (including the FAQs) to appropriately explain the consequences of the judgment and how class members can obtain their share of any aggregate award of damages. An online claim form will be created allowing class members to easily file claims on the Claim Website (see Section 10, "Online Claim Acceptance").
- 9.4 A second video will be produced at this stage describing step-by-step the process of how to file an online claim. The original video that explains the Claim will remain visible.
- 9.5 **Eblast to Registration List:** As with the CPO Notice, the Claim Notice will be sent via email to all persons who have registered at the Claim Website and left their email address to receive future updates. Text message updates will also be sent to anyone who has registered their mobile phone number. The process to send the email Claim Notices will be the same as with the CPO Notice. Sixty days before any claim filing deadline, a reminder email will be sent to all persons on the registration list who have not filed a claim.
- 9.6 **Paid Print and Online Media:** Paid media adverts may be run in appropriate print and online media. After the completion of the CPO Notice effort, an analysis will be done of the various forms of media and which were most successful in driving responses (visitors to the Claim Website, registrations, etc.). This will be taken account of in deciding on the appropriate media efforts for the Rule 92 Notice Plan.
- 9.7 **Social Media Effort:** Social media efforts may continue via the dedicated *Facebook* page. At the claim-filing stage the dedicated *Facebook* page will allow the use of "Sponsored Posts" on *Facebook*, which are paid advertisements that appear directly in the news feed of individual *Facebook* users' pages. If appropriate, the use of Sponsored Posts at the claim-filing stage will help to create a viral aspect to the Rule 92 Notice Plan as *Facebook* users can "Like" or "Share" the posts making them visible on their Friends' *Facebook* pages. Additional social media efforts that may be appropriate when the Claim is resolved will also be considered.
- 9.8 An example of a Sponsored Post on an individual *Facebook* user's newsfeed:

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- 9.9 **Public Relations:** A press release and other content will be likely to be provided to all media who have run stories on the Claim over the duration of the proceedings. It is anticipated that, should an award of damages be made, significant interest will be seen from all aspects of the media. Hilsoft will work with James Baxter Media and the class representative at this point to leverage this interest to maximise earned media exposure to the class.
- 9.10 **Sponsored Search Listings:** These are likely to run for the duration of the claim-filing period to drive Internet searchers to the Claim Website and away from any other websites that may be set up to deceive class members by claiming that assistance is needed to file a claim.
- 9.11 **Outreach to Aged, Poor, Isolated, and Infirm Communities:** Depending on the size of any aggregate award of damages, efforts may be undertaken to bring awareness of the opportunity to file a claim for money to aged, poor, isolated, and other under-served populations. Because these communities may not have as ready access to online tools as the general UK population, it is likely that paper claim forms would be made available upon request (typically in writing or by calling the Freephone number). It is anticipated that outreach efforts may include requests for coordination with relevant organisations to leverage communication channels they have to their constituents (i.e. liaising with care home operators to reach the elderly or infirm). Additionally, more direct outreach may be appropriate and will be considered in detail at the appropriate time.



10. CLAIM FILING PROCESS

- 10.1 **Online Claim Acceptance:** The particulars of the claim-filing process will not be fully known until when/if the Claim is successful. When that time comes, class members will be notified (see Section 9 above) of the right to file a claim and of the associated deadline to file a claim. However it is anticipated that the notice efforts will direct class members to the Claim Website. The online claim-filing module will be designed to be user friendly and easy to use. Efforts will be focused on making the claim form short and simple so that the claim-filing experience is as least burdensome as possible. The online claim form will have clear instructions that are written in plain language and are easy for the class member to follow and understand. Moreover, it is anticipated that submission of any claim form online will be restricted so that it cannot be submitted with missing information. This will allow web claims to be programmatically complete, meaning that each required field is populated. This of course does not mean that the information will be correct, but it will drastically reduce the incidence of incomplete claims. Claimants will be prompted if some information is missing and will be directed to provide additional information if it may assist with their claim. Moreover, it is expected that the Claim Website will have a video that explains the claim-filing process and that the claim process will only request information necessary to validate the Claim and to process the payment.
- 10.2 In order to increase the proportion of web claims filed, it is expected that class members will be prompted to consider helping a family member to file a web claim after they have submitted their own web claim. This will have the benefit of potentially increasing the overall claim-filing rate and pre-emptively assisting potential claimants who may not be comfortable filing online.
- 10.3 **Paper Claim Acceptance:** As online claims are more efficient and user friendly, it is currently anticipated that significant effort will be made to steer class members toward online claim-filing. However, it is recognised that some individuals will not be able to file a claim online (or will be unwilling), because of either lack of access or ability. Therefore, it is anticipated that a paper claim form will be made available to class members that request it along with a stamped addressed envelope for submission. Requests for the paper claim form would be likely to be made either in writing to the case P.O. Box or by calling the phone line and requesting the claim form through the automated system.
- 10.4 The paper claim form will have a simple design and will be easy to submit. It will have clear instructions written in plain language for the class member to easily understand and follow. The paper claim form will include the same fields as the web claim and will be submitted via post to a P.O. Box monitored by Epiq.
- 10.5 **Claim Validation:** It would be premature at this stage to set out in detail how claims will be validated. This will depend on the class definition approved by the Tribunal, the amount of any damages award, the number of opt-out and opt-in class members and the date at which this will be done, the duration of the claims period, and a number of other relevant considerations. However, at this stage it is likely that as part of the claim-filing process, the claimant will only be requested to provide information necessary to validate the claim and to process the payment. All

information provided will be stored securely, in compliance with all applicable data protection and privacy laws and consistent with industry standards.

- 10.6 For those class members for whom authentication fails, the claim may be rejected or the class member may be requested, via email or post, to provide additional information, depending on the nature of the incomplete or incorrect information.
- 10.7 As claims are processed, they will be checked against other claims to ensure duplicate claims are identified and that duplicate payments are not made. Additionally, programmatic and systematic checks for fraud will be implemented to identify and deny fraudulent claims.

11. PAYMENT PREPARATION

- 11.1 In order to facilitate payments as efficiently as possible, it is anticipated that any necessary payment information will be collected as close as possible to the disbursement of funds. It is currently anticipated that within a short period of time after the claims process begins, and after a significant number of claims are filed, valid claims will be paid (on a rolling basis). This will achieve a number of objectives. Notably, this would allow payments to be made as close to the provision of the payment information as possible so that any such payment information can then be removed from the servers holding class data. Additionally, it will allow the actual payment of monies to occur, which will compensate class members as quickly as possible.

12. ADMINISTRATIVE REPORTS TO LITIGATION PARTIES AND THE COURT

- 12.1 Epiq will prepare formal reports as requested by the Tribunal. The reports may include, but are not limited to, statistics regarding the Claim Website and IVR traffic, opt-ins and opt-outs, claims filed, and distribution activity. Reports can be created in a secure web environment with authorised viewers accessing them via a password-protected interface. Alternatively, reports can be generated by Epiq and delivered on a planned schedule as ordered or directed by the Tribunal.

13. CONCLUSION

- 13.1 The efforts detailed above are presented by the proposed class representative in support of his application to the Tribunal for a CPO in the proposed opt-out collective proceedings against MasterCard. The Plan follows the guidance of the CAT Rules and represents a reasonable and proportionate effort to both adequately notify the proposed class at each stage of the proposed Claim, and handle all administrative tasks associated with the entire process. As the proposed Claim proceeds, additional detail will be provided as required to the Tribunal for its approval. Additionally, adjustments will be made to the Plan as requested by the Tribunal or as directed by the proposed class representative. The Plan is intended to be a live document that is kept under constant review and adapted to the circumstances of the proposed Claim and its ultimate outcomes. At the conclusion of each notice phase, detailed reports can be provided to the Tribunal demonstrating the successful implementation of each notice task in the Plan, should the Tribunal want this information.



ATTACHMENT 1



Lauran Schultz

Vice President, Epiq

Executive Director, Hilsoft Notifications



Lauran Schultz is a vice president of Epiq and the executive director of Hilsoft Notifications. Mr. Schultz consults extensively with clients on notice adequacy and innovative programs that are both efficient and effective. He and his team develop comprehensive, fully-integrated notification efforts which include situational analysis, plan design, drafting, and opinions of adequacy.

PROFESSIONAL EXPERIENCE

Mr. Schultz has more than 10 years of experience working in financial services marketing and advertising which spans retail banking, small business banking, mortgage origination, mortgage servicing, payment cards and fixed income products. He has supervised numerous civil and regulatory settlements involving some of the nation's largest financial institutions including Wells Fargo, Bank of America, PNC Bank, TransUnion, Fidelity National Information Services, Visa and MasterCard. He also utilizes his expertise to draft plain language notices and designs administration systems for multistage and multiparty redress programs.

In 2013, a notification program was substantially completed for the \$7.2 billion Payment Card settlement related to merchant fees. The program included mailing more than 20 million notices and a combined print and digital media effort across hundreds of business, financial and mainstream outlets. The notice was provided in English, Spanish, Chinese, Japanese, Korean, Vietnamese, Thai and Russian.

In 2012, a multimedia notice effort for the \$7.8 billion BP Deepwater Horizon settlements was granted final approval. This significant media effort included print, digital, television and radio. An estimated 95% of Gulf Coast region adults and more than 80% of adults nationwide were notified.

In 2010, Mr. Schultz worked on design of notification and administration programs for the first two significant checking account overdraft settlements involving Fifth Third and PNC Bank. Since then, there have been more than 20 settlements with similar claims in federal and state courts.

CONTACT INFORMATION

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From 2007 to 2011, Lauran worked on the development of Rule 23 notification programs related to some of the largest U.S. data breaches including Bank of America, Fidelity National Information Services, TJX and the U.S. Department of Veterans Affairs.

Prior to joining Epiq in 2005, Mr. Schultz was a senior vice president of marketing at National City Bank.

COMPLEX REDRESS PROGRAMS

Mr. Schultz has supervised numerous civil and regulatory settlements involving some of the nation's largest financial institutions utilizing his extensive experience working in financial services marketing.

- *EverBank/Office of the Comptroller of the Currency Settlement (2013)* – An independent foreclosure review settlement with a complex administration program spanning 19 compensation categories.
- *Wells Fargo/Department of Justice Settlement (2012)* – Lauran and his team drafted a wide array of borrower-facing documents in plain language for this \$234 million mortgage lending discrimination settlement.
- *Wells Fargo/Federal Reserve Settlement (2011)* – Multiple remedial plans to provide loan modifications, payments and other redress related to mortgages originated at more than 800 loan offices.

Partial list of engagements:

- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, E.D. La., MDL No. 2179
- *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, E.D.N.Y., MDL No. 1720
- *United States. v. Wells Fargo Bank* (mortgage), D. DC, No. 1:12-CV-1150
- *In re: Checking Account Overdraft Litigation*, S.D. Fla., MDL No. 2036
- *In re: Trans Union Corp. Privacy Litig.*, N.D. Ill., MDL 1350
- *Dolen v. ABN AMRO Bank N.V.* (fixed income products), Ill. Cir. Ct., 01-L-454/01-L-493
- *Pavlov v. CNA* (insurance), N.D. Ohio, 5:07cv2580
- *In re: Countrywide Customer Data Breach Litig.*, W.D. Ky., MDL 1998
- *In re: Department of Veterans Affairs (VA) Data Theft Litigation*, D. D.C., MDL 1796
- *Little v. Kia Motors America, Inc.* (braking systems), N.J. Super. Ct., UNN-L-0800-01
- *Vereen v. Lowe's Home Centers* (defective drywall), Ga. Super. Ct., SU10-CV-2267B
- *Marolda v. Symantec Corporation* (antivirus software), N.D. Cal., 08-cv-5701
- *In re: Katrina Canal Breaches Consolidated Litig.* (environmental), E.D. La., 05-4182
- *In re: Residential Schools Class Action Litigation* (human rights), Ontario Super. Ct., No. 00-CV-192059

EDUCATION

Mr. Schultz's educational background includes advanced study of political science at the University of Wisconsin-Madison. He has a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies.

SPEAKING EXPERTISE

Mr. Schultz has shared his expertise in these notable speeches:

- "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May, 2011.
- "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.



Charles Marr

Project Manager



Charles Marr is a project manager for Epiq's class action, mass tort, and claims administration business unit. As a project manager, Mr. Marr is responsible for overseeing all aspects of case administration, including counsel and court coordination, settlement or judgment implementation, noticing, claims processing, disbursement, budgeting, personnel management, and quality assurance.

PROFESSIONAL EXPERIENCE

Mr. Marr works on large and complex class action settlements and mass tort cases. He also handles third Party Payor (TPP) cases. Examples of his most recent work include:

- *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*
- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*
- *In re Celexa and Lexapro Marketing and Sales Practices Litigation*
- *In re Puerto Rican Cabotage Antitrust Litigation*

Prior to joining Epiq, Mr. Marr practiced law for five years in the areas of business transactions and insurance defense.

EDUCATION

Mr. Marr holds a Bachelor of Arts degree in philosophy and environmental studies from the University of Nebraska-Lincoln and a Juris Doctor degree from the Northwestern School of Law of Lewis and Clark College.

CONTACT INFORMATION

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ATTACHMENT 2

epiq

ECA Overview





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1.0 INTRODUCTION

Epiq Systems, Inc. is a leading provider of integrated technology products and services for the legal profession. Our software applications and Web-based platforms offer case management and document management solutions for legal notification, claims administration and controlled disbursement.

Top law firms, corporate legal departments, bankruptcy trustees and other legal professionals rely on Epiq Systems for full lifecycle support of administratively complex matters spanning bankruptcy, class action, settlements, financial transactions, litigation and regulatory compliance. We offer clients extensive professional services based on deep subject matter expertise and years of firsthand experience working on many of the largest, most high profile and complex client engagements.

Epiq Systems, Inc. has 19 locations in the United States, Canada, United Kingdom, Hong Kong and Japan and trades on the NASDAQ national market under the symbol EPIQ.

1.1 Company Information

Epiq is an industry leader in class action and mass tort claims administration, with particular expertise in matters with specialized implementation requirements. While Epiq administers cases of all sizes and scope, we are recognized as the leader in large and complex case administration. Epiq's Portland facility has 98,000 square feet of floor space and includes an on-site call center and on-demand, on-premise printing and mail center.

Our success stems from our leadership in the development and continual enhancement of case management tools and project management methodologies, backed by the power of our proprietary software application, ClaimsMatrix®. Our experts pioneered the class action claims administration process and designed our approach based on unmatched depth of experience, identifying best practices, putting controls in place, and then replicating and refining this process for decades, across hundreds of cases. Our process provides a secure, streamlined approach to claims administration.



Worldwide, Epiq employs more than 1,000 subject matter experts, paraprofessionals, software engineers, project managers and claims specialists. Of these, more than 200 work in our dedicated facility in Portland.

2.0 PROGRAM MANAGEMENT AND IMPLEMENTATION PLAN

Epiq Systems offers a comprehensive solution from case startup and noticing through the disbursement and closeout phases of a project. Utilizing proven project management methodologies, Epiq's skilled team of project managers and client services professionals ensure accuracy, timeliness, and cost efficiency for clients.

2.1 Project Management Plan

After a project is awarded to Epiq, a project team is assembled to work with the client to document eligibility rules for the matter, coordinate data transfer, and begin the initial process. The project manager assigned to a project develops a comprehensive project management plan, focusing on meeting all key deliverables and milestones while ensuring quality and accuracy.

Clients have direct access to a project manager at Epiq who handles day-to-day communication and coordinates all administrative tasks. All case activity and status updates are available through the project team.

2.2. Fraud Prevention



Epiq is an industry leader in addressing and preventing fraudulent transactions. This has been accomplished through extensive training of claims analysts to keep a watchful eye for suspicious claims. All staff members are trained to investigate red flag alerts. Epiq has also implemented internal procedures to prevent unscrupulous activity and to protect our clients' and class members' private information.

Epiq employs an experienced and trained disbursements staff. These professionals are highly skilled in detecting potential check fraud and performing daily waste, fraud and abuse monitoring activities in addition to account reconciliation. The disbursements team has appropriate quality controls in place to ensure error-free processing of financial transactions once the case has reached the disbursement phase.

2.3 Project Implementation

Epiq leverages its capabilities from startup to closeout to complete all services within the scope of the contract.

2.3.1 Claims Support & Contact Center

Epiq has a full service, in-house call center in its Portland facility with capacity for more than 600 agents. For larger projects remote Epiq locations offer the ability to scale out our capacity significantly. The Portland call center is flexible with real-time monitoring and alerts to managerial staff. The system employs VOIP (Voice-Over Internet Protocol) technology that has many benefits over more traditional call center solutions, including maximizing the use of call center staff while ensuring a positive and time-efficient experience for the caller.

Epiq employs seasoned agents who have interacted with callers on hundreds of settlements Epiq has administered. For claimants, speaking to our agents is a pleasant experience – they speak with courteous and knowledgeable agents who help them navigate the often complex and multi-phased components usually inherent in a settlement claim. To further ensure the quality of the experience and the accuracy of the information disseminated, calls are anonymously monitored both real-time and after the fact through digital call recordings.

Agents have multiple tools available to assist in the delivery of information to callers. Ready Reference® is an intranet-based tool that scripts information about the relevant settlement through questions and answers of the most commonly discussed topics. Ready Reference is a living, interactive knowledge management tool that is updated as the settlement progresses. Call center agents also see available information about the incoming call – including the incoming phone number, length of time in queue and total length of the call. This can be helpful to the agent in understanding the caller's immediate experience and better informs their interaction with the caller.

With our prior case experience and well-trained call center agents, clients can rest assured that the callers' experiences will be accurate, pleasant and efficient. With real-time monitoring, Epiq is also able to allocate staff as needed to a particular program – all dependent on the amount of incoming calls, number of calls in queue and average hold time. Staffing projections and budget monitoring are also better informed given the detailed, historical information routinely available.

2.3.2 Distribution Services

Following the completion of the data capture process, Epiq coordinates the distribution of checks or other forms of award or compensation to identified recipients. All checks are printed in-house by Epiq, ensuring quick and accurate payment to all eligible claimants once payment amounts are approved.

Epiq has breadth of experience in the distribution of awards on qualifying claims. Fund management and disbursement services are handled on-site by accounting and tax professionals. Rigorous controls that exceed banking and federal government-sector security and audit standards are followed.

Checks are printed on-site with MICR encoding and secure check stock. All financial instruments are handled with dual custody and in areas secured by access keys and recorded digital camera monitoring. Daily account reviews are conducted and positive pay presentments escalated to the business unit. Monthly reconciliations and account reporting are available for review.

The following are services that Epiq can provide to aid in meeting tax requirements for a Qualified Settlement Fund if relevant:

- Complete Form SS4 to establish TIN for fund



- Summarize activity in Settlement Fund for preparation of U.S. Income Tax Return
- Estimate and make quarterly payments to qualified depository in timely manner
- Prepare Form 1120-SF for qualified settlement fund and file with necessary payments
- Respond to any communication from the IRS and provide representation at any meetings and/or examinations concerning the settlement funds by the IRS

2.3.3 Administrative Services

Communication between clients and the Epiq team will be primarily conducted through the project manager at Epiq. Occasionally, additional team members may be responsible for delivery of required reports, data transmittals, and draft communication with claimants.

2.4 Technology and Data Security

In undertaking the administration of any settlement, Epiq brings decades of experience handling the most sensitive and complex data and applications for clients across a range of industries, from financial and healthcare to manufacturing and services. Epiq utilizes pre-existing management processes, years of operations and maintenance experience with complex systems and proven infrastructure to deliver the most value to the client. The systems that we utilize support 24/7 operations, are architected for redundancy (i.e., no critical single points of failure) and have a business continuity management strategy in place. Epiq takes the protection of personal information very seriously. Epiq will receive encrypted data files from clients using sFTP or encrypted media. The data elements sent by the client may vary from case to case and may include personally identifiable information (PII) such as: full name, address, telephone numbers, date of birth, and social security number.

Once Epiq has retrieved the data, it will be processed and stored in Epiq's secure network. Epiq uses state-of-the-art enterprise database server technology for data storage, and our database and application solution includes the SSAE16 Type 1 certification and Sarbanes-Oxley as appropriate. Epiq staff, including processing and technical support personnel, will have access to the ClaimsMatrix™ Database. IT specialists and Epiq technical and operational program managers will access ClaimsMatrix™ and the ClaimsMatrix™ Database to ensure system performance and to audit the use of the system. All of these users and other authorized users, whose identity and need for access have been validated, will have varying levels of access to ClaimsMatrix™ Database.

Epiq maintains access levels at the physical, software, and database levels. In addition to the many layers of data security, Epiq data processing facilities are physically secured – at the perimeter and within datacenters – through the use of electronic key cards, biometric access controls, and monitoring equipment. All employees must display badges at all times. Anyone visiting our facility must sign in and out, and be accompanied by an employee at all times.

3.0 KEY PERSONNEL

Epiq employs a team of skilled and qualified industry experts in the legal noticing and claims administration fields as well as an array of professionals with years of contact center, application development and data analysis experience. Combined with the resources available to Epiq as an industry-leading provider of claims administration and legal noticing services, this team's strengths will ensure timely, accurate, and successful execution.



4.0 QUALIFICATIONS AND PAST PERFORMANCE

Epiq is a neutral claims administrator that facilitates the claims administration process under the terms of a negotiated settlement and with direction from the parties. Epiq's depth of case experience, claimant support services and understanding of the practical implications of the terms of a negotiated Settlement Agreement provide for expert consultation and recommendations to achieve your goals.



With more than 40 years of experience in claims administration and a highly qualified team of subject matter experts, choosing Epiq ensures timely, accurate, efficient and cost-effective administration of class action settlements.

Epiq has handled thousands of matters and currently hosts more than 200 class action cases on our ClaimsMatrix® platform. Annually, Epiq mails more than 50 million pieces of first-class mail directly from our Portland facility, processes hundreds of thousands of documents, prints more than 15 million checks and manages nearly \$2 billion in fund deposits.

Below are several highlights of relevant past projects administered by Epiq:

In Re Payment Card Interchange: This \$6B+ settlement is one of the largest antitrust class action settlements of all time. Epiq received roughly 80 billion rows of data with 163 types of data columns in 180 distinct files. The aggregated data set is over 110 terabytes and is hosted in a PCI-compliant environment. Over a five month period this data was used to generate 21 million settlement notice mailings. This settlement is currently on appeal and therefore the claims process has not yet begun. However, in order to efficiently handle the anticipated claim volume, Epiq has implemented a pre-registration process that allows merchants to provide information to expedite the claims process prior to claim filing.

In Re Oil Spill By the Rig “Deepwater Horizon” (MDL No. 2179): Notice Plan

Epiq's legal noticing division, Hilsoft Notifications, was appointed as the notice administrator for two settlements related to the Deepwater Horizon Oil Spill in the Gulf of Mexico. One settlement relates to economic damages and the other to medical claims. Combined, the settlements have been valued at \$7.8 billion. Across a condensed six week period, Hilsoft ran notices nationally and locally in more than 2,000 print publications. Approximately 10,000 television and radio spots aired across 26 media markets stretching from Houston to Miami. In addition to English, notices appeared in Spanish and Vietnamese. It is estimated that more than 95% of all adults living in the Gulf Area were exposed to the notice more than 11 times. Nationally, more than 83% of all adults in the United States had an opportunity to see the notice. In total, the notice effort was one of the largest ever undertaken in a class action settlement.

In re Merck & Co., Inc. Vytarin/Zetia Securities Litigation & In re Schering Plough Corporation/ENHANCE Securities Litigation

For the Merck and Schering cases, Epiq mailed over 1.4 million notices, received more than 400,000 claims and processed millions of lines of securities transaction data, determined losses using complex algorithms relating to multiple securities, and disbursed more than \$500 million to injured investors. The two separate settlements ran concurrently given the similarity of subject matter and later merger of the companies.

The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan

In this third-party payor (TPP) case, almost 2.9M postcards mailed in conjunction with a media notice plan, website and live call agents. The claim filing process is currently ongoing. Case administration involves obtaining and processing large



amount of data from insurers and self-insured entities, including worker's unions in the state of Michigan, in order to process those parties' claims. Due to the receipt of Personal Health Information (PHI), this case exists in our secure, HIPPA compliant environment.

Mortgage Servicing Regulatory Settlement Summary

Epiq is currently handling a number of remediation and distribution programs involving various financial institutions pursuant to private settlements and consent orders with the OCC, DOJ, FRB and CFPB. Examples of these engagements include:

- A borrower identification and distribution program to support a \$35 million Department of Justice (DOJ) and Consumer Financial Protection Bureau (CFPB) settlement with a financial institution related to mortgage loans made to African-American and Hispanic borrowers.
- A payment distribution program to support an expedited payment agreement between the Office of the Comptroller of the Currency (OCC) and a financial institution which resolves an Independent Foreclosure Review of the financial institution's foreclosure practices.
- A notification, claims and distribution program to support a Federal Reserve settlement with a financial institution related to mortgage loans originated at more than 800 branch offices.
- A notification, claims and distribution program to support a \$320 million Home Affordable Modification Program (HAMP) settlement between the DOJ and a financial institution.

Bank Overdraft Summary

Epiq has implemented more In re: Checking Account Overdraft MDL NO. 2036 overdraft class action settlements than any other administrator and is currently providing settlement services to five of the six largest U.S. banks. Epiq's ability to intake and normalize complex data from a multitude of sources proves a natural fit for banks and other financial services firms.

Contact

1 800 547 4407

www.epiqsystems.com



ATTACHMENT 3

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 21 years, Hilsoft Notifications’ notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- *Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date Notice)*, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).
- BP’s \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) (“Italian Colors”).
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the nearly 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.)

- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe’s purchasers during a six-week period. ***Vereen v. Lowe’s Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- Most comprehensive notice ever in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, “Swiss Banks”***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert’s reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 16 years of experience in the design and implementation of legal notification and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, *Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation*, *Lowe’s Home Centers*, *Department of Veterans Affairs (VA)*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Executive Director

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration for the past seven years. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe’s Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq Systems in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran’s education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing A Mature Risk Management Model.” King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stroock & Stroock & Lavan litigation group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, “Twice the Notice or No Settlement.” Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication” – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (April 11, 2016) No. 14-23120 (S.D. Fla.):

Pursuant to the Court’s Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court’s Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Robert W. Gettleman, *Adkins v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) No. 12-cv-2871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.)

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*, (December 29, 2014) No. 1:10-cv-10392-RWZ (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.*, (July 30, 2015) 14-10979(CSS) (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) No. CGC-12-519221 (Cal. Super. Ct.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al.*, (July 7, 2013) No. 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation*, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation*, (February 27, 2013) No. 0:08cv01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):
Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Medical Benefits Settlement), (January 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Economic and Property Damages Settlement), (December 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc., (August 17, 2012) No. 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, In re Checking Account Overdraft Litigation (IBERIABANK), (April 26, 2012) MDL No. 2036 (S.D. Fla.):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, Vereen v. Lowe's Home Centers, (April 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the

constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*, (March 2, 2012) MDL No. 2046 (S.D. Tex.):

The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See *Katrina Canal Breaches*, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." *In re Black Farmers Discrimination Litig.*, — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord *AGGREGATE LITIGATION* § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. *Katrina Canal Breaches*, 628 F.3d at 197.

Judge John D. Bates, *Trombley v. National City Bank*, (December 1, 2011) 1:10-CV-00232 (D.D.C.)

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank*, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.*, (June 30, 2011) No. 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.*, (October 7, 2009) No. 5:07cv2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation*, (September 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.*, (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law... Accordingly, all objections are hereby OVERRULED.

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the

Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*, (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

...was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*, (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*, (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*, (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*, (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.*, (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

Okay. Let me sign this one. This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time. Congratulations, gentlemen.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.*, (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.*, (February 27, 2007) No. CV-01-1529-BR (D. Or):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest*, (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with

provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation*, 2007 WL 1490466, at *34 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation*, (November 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (November 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest*, (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.*, (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*, (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (January 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation*, 437 F.Supp.2d 467, 472 (D. Md. 2006):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (April 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge Douglas L. Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (February 22, 2005) No. CJ-03-714 (D. Okla.):

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I’m also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation*, 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center’s website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 24, 2004) MDL No. 1430 (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 23, 2004) MDL No. 1430 (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.*, (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job...So I don't believe we could have had any more effective notice.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

***Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co.*, 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):**

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation*, 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (November 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Carter Holly, *Richison v. American Cemwood Corp.*, (November 18, 2003) No. 005532 (Cal. Super. Ct.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.*,** No. 99-6210; and ***Myers v. Rite Aid Corp.*,** No. 01-2771 (Pa. Ct. C.P.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.*, (November 22, 2002) No. 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements...The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) Ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

LEGAL NOTICE CASES

Hilsoft Notifications has served as a notice expert for planning, implementation and/or analysis in the following partial listing of cases:

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., 18,844

<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., 95-20512-11-AJS
<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Or. Cir. Ct., 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litigation)</i>	Ill. Cir. Ct., 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litigation)</i>	D. Minn., 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litigation)</i>	E.D. Pa., 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i>	D. Md., PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litigation)</i>	Wash. Super. Ct., 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i>	Ill. Cir. Ct., 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i>	Cal. Super. Ct., 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litigation</i>	E.D. Pa., MDL No. 1244

<i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i>	Wash. Super. Ct., 97-2-06368
<i>Crane v. Hackett Assocs. (Securities Litigation)</i>	E.D. Pa., 98-5504
<i>In re Holocaust Victims Assets Litigation (Swiss Banks Litigation)</i>	E.D.N.Y., CV-96-4849
<i>McCall v. John Hancock (Settlement Death Benefits)</i>	N.M. Cir. Ct., CV-2000-2818
<i>Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)</i>	Cal. Super. Ct., CV-995787
<i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., 98-CV-6599
<i>Leff v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., 95-CV-89
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<i>Hill v. Galaxy Cablevision</i>	N.D. Miss., 1:98CV51-D-D
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<i>Mangone v. First USA Bank (Credit Card Litigation)</i>	Ill. Cir. Ct., 99AR672a
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<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., 99-C-4984-A
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<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., 2:08cv4463
<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., 8:11cv1896
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., 1:12cv1016
<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036

<i>Wolfegeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Case v. Bank of Oklahoma (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Cal. Super. Ct., RIC 1101391
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., 00-CV-192059 CP
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., 3:08-cv-05701
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement</i>	E.D. La., MDL No. 2179
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i>	E.D. La., MDL No. 2179
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., 05-cv-4191
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Or., No. 3:10-cv-960
<i>Duval v. Citizens Financial Group, Inc. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., 06-cv-4481
<i>In re Zurn Pex Plumbing, Products Liability Litigation</i>	D. Minn., MDL No. 1958
<i>Blahut v. Harris, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Casayuran v. PNC Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Evans, et al. v. TIN, Inc. (Environmental)</i>	E.D. La., 2:11-cv-02067
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., CV-11-4322294-00CP

Yarger v. ING Bank	D. Del., 11-154-LPS
Price v. BP Products North America	N.D. Ill, 12-cv-06799
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., 4:13-cv-00250-JMM
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., 3:12-cv-01405-RDM
Rose v. Bank of America Corporation, et al. (TCPA)	N.D. Cal., 11-cv-02390-EJD
McGann, et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., 1322-CC00800
Simmons v. Comerica Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27 th Jud. D. Ct. La., 09-C-5242-B
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich, 2:12-cv-10267
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill, 09-CV-7666
In re Dow Corning Corporation (Breast Implants)	E.D. Mich., 00-X-0005
Mello et al v. Susquehanna Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Wong et al. v. Alacer Corp. (Emergen-C)	Cal. Super. Ct., CGC-12-519221
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., 11-MD-2221
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., 11-cv-06700-JST
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., 2005-05453
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., 1:12-cv-02871
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)	E.D. La., MDL No. 2179
Dorothy Williams d/b/a Dot’s Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty, Ala., 42-cv-2012-900001.00

<i>In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
<i>Ono v. Head Racquet Sports USA</i>	C.D.C.A., 2:13-cv-04222-FMO(AGRx)
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i>	27 th Jud. D. Ct. La., 13-C-5380
<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Leland Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11

Hilsoft-cv-137



ATTACHMENT 4



Cameron Azari

Vice President, Epiq
Director, Hilsoft Notifications



Cameron R. Azari, Esq., is a vice president of Epiq and the director of Hilsoft Notifications. Mr. Azari has more than 16 years of experience in the design and implementation of legal notification and claims administration programs. He and his staff are nationally recognized specialists in the creation of notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes.

CASE EXPERIENCE

Mr. Azari has been responsible for hundreds of legal notice and advertising programs. He's an expert at providing consultative guidance with respect to all aspects of the class action settlement process from notice plan implementation through disbursements. Recent cases where Mr. Azari has been certified by the Court as a notice expert and filed an expert opinion and/or testified are listed below.

- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.). One of the largest claim deadline notice campaigns ever implemented, for BP's \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each.
- *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.). Monumental \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice

CONTACT INFORMATION

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campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and sponsored search listings.

- *In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)*, 14-10979(CSS) (Bankr. D. Del.). Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience.
- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.). Companion landmark settlements, one covering economic damages and the other medical claims, reached by BP. Notice efforts included over 5,400 insertions in 2,000+ publications, over 10,000 local television and radio spots, local and national banner ads, notices in English, Spanish and Vietnamese. Coordination of data clean-up and address searches and execution of email notice effort.
- *In Re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.). Multiple bank settlements in 2010-2016 involving direct mail and email to millions of class members and publication in relevant local newspapers. Representative banks include, Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, Community Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, Bancorp, Whitney Bank, Associated Bank, and Susquehanna Bank.
- *In re: Residential Schools Class Action Litigation*, Canada. Application deadline notice program for the landmark settlement between the Canadian government and Aboriginal former students. This five phase notice effort began in 2011 with phase one, which included 37 general circulation newspapers in English and French, 38 Aboriginal publications in English, French, Inuktitut, Innuinaqtun, Siglit and Oji-Cree, approximately 2,293 radio spots in 14 languages (English, French, Cree, Dene', Ojibway, North and South Slavey, Tlicho, Gwich'in, South Tutchone, Inuktitut, Oji-Cree, Innu and Atikamekw) and approximately 1,039 television spots in English, French, Inuktitut and Cree. The four additional phases of notice provided similar outreach.
- *In Re: Zurn Pex Plumbing, Products Liability Litigation*, MDL No. 1958, (D. Minn.). Nationwide building products settlement with individual mailed notice and an extensive publication notice effort. The publication notice alone exposed adults to the notice more than 201 million times during the notice period.
- *In re: Countrywide Customer Data Breach Litig.*, 3:08-md-01998-TBR, MDL No. 1998 (W.D. KY.). Notice effort involved direct mail to over 11,000,000 Class members and publication in over 2,000 newspapers nationwide.
- *In re: Puerto Rican Cabotage Antitrust Litigation*, No. 08-md-1960 (D. P.R.). Involved a 2010 notice effort in English and Spanish of multiple settlements. Individual notice to all direct purchasers and publication in relevant U.S. and Puerto Rican general circulation and trade publications.
- *In re: Department of Veterans Affairs (VA) Data Theft Litigation*, MDL No. 1796 (D.D.C.). Notices appeared across the country in newspapers, consumer magazines and specialty publications with a total circulation exceeding 76 million.
- *In re: Heartland Customer Data Security Breach Litigation*, 4:09-MD-2046, MDL No. 2046, (S.D. Tex.). Publication notice approved to appear nationwide in over 1,000 newspapers, in major consumer magazines and online via banner advertisements.
- *Vereen v. Lowe's Home Centers*, SU10-CV-2267B (Ga. Super. Ct.). Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period.



EDUCATION

Mr. Azari holds a Bachelor of Science degree from Willamette University and a Juris Doctor from Northwestern School of Law at Lewis and Clark College.

ADMITTED TO PRACTICE

Mr. Azari is an active member of the Oregon State Bar.

SPEAKING EXPERTISE

Mr. Azari has shared his expertise in the following notable speeches and articles.

- "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing A Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- "Perspectives from Class Action Claims Administrators: Email Notice and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- "Planning for a Smooth Settlement." American Conference Institute: Class Action Defense - Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- "Noticing and Response Rates in Class Action Settlements." Class Action Bar, Vancouver, British Columbia, 2007.
- "Noticing and Response Rates in Class Action Settlements." Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- "Noticing and Response Rates in Class Action Settlements." Bridgeport Continuing Legal Education, Class Action and UCL, San Diego, CA, 2006.
- "Noticing and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.



- “Noticing and Response Rates in Class Action Settlements.” Stroock Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- “A Scientific Approach to Legal Notice Communication.” Weil Gotshal Litigation Group, New York, NY, 2003.

PUBLICATIONS

Mr. Azari has published many articles about class action noticing requirements, including:

- “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” Class Action Litigation Report, June 2014.
- “Class Action Legal Noticing: Plain Language Revisited.” Law360, April 2013.
- “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” Thomson Reuters Class Action Litigation Reporter, June, 2008.
- “Twice the Notice or No Settlement.” Current Developments - Issue II, August, 2003.



ATTACHMENT 5

Press Coverage of Collective Proceedings

Item	Date	Publication	Title / Description
1.	05/07/2016	Independent Banking Advisory Service	'Mastercard facing £19bn damages claim over inflated card charges'
2.	05/07/2016	MasterCard	'Clarifying Recent Press Release Claims'
3.	06/07/2016	The American Lawyer	'Quinn Emanuel, Litigation Funder Team Up for Landmark \$25B MasterCard Fight'
4.	06/07/2016	Banking Technology	'MasterCard faces £19bn lawsuit over inflated card charges'
5.	06/07/2015	Basildon Recorder	'Mastercard faces £19bn collective action over card charges'
6.	06/07/2016	Belfast Live	'Morning news headlines...'
7.	06/07/2016	Belfast Telegraph	'MasterCard facing £19bn legal claim over its fees'
8.	06/07/2016	Bloomberg	'MasterCard Faces U.K. Class Action Over Card Processing Fees'
9.	06/07/2016	BT	'MasterCard court ruling could prompt over £400 compensation for many'
10.	06/07/2016	Commercial Dispute Resolution	'MasterCard consumers launch collective action'
11.	06/07/2016	Competition Policy International	'UK Class Action Vs. MasterCard Looms'
12.	06/07/2016	Compliance Week	'MasterCard faces £19bn legal battle over illegal card charges'
13.	06/07/2016	Cosmopolitan	'If you're a MasterCard user you could be getting £400 compensation'
14.	06/07/2016	The Country Caller	'MasterCard Incorporated (MA) Slapped With a \$24.7 Billion Class Action Lawsuit by U.K Shoppers'
15.	06/07/2016	Daily Mail	'MasterCard facing £19bn rip-off payout: Millions could each get £450 back following case over charges imposed for processing payments'
16.	06/07/2016	Digital Look	'Mastercard to face one of Britain's first US style class action cases'
17.	06/07/2016	The Financial Times	'Mastercard faces one of the UK's first class action lawsuits'

18.	06/07/2016	Finextra	'MasterCard faces £19 billion UK interchange suit'
19.	06/07/2016	Global Competition Review	'MasterCard faces £19 billion opt-out class action'
20.	06/07/2016	The Global Legal Post	'Quinn Emanuel to act on biggest claim in UK legal history'
21.	06/07/2016	The Guardian	'MasterCard facing £19bn damages claim over inflated card charges'
22.	06/07/2016	IBS Intelligence	'MasterCard hit by £19bn card charges claim'
23.	06/07/2016	The Independent	'MasterCard faces £19bn lawsuit over claims it ripped off shoppers'
24.	06/07/2016	i Newspaper	'Mastercard may be forced to pay UK customers back £19bn'
25.	06/07/2016	Law Society Gazette	'MasterCard faces record £19bn card charges claim'
26.	06/07/2016	The Lawyer	'Quinn Emanuel launches £19bn class action against MasterCard'
27.	06/07/2016	Legal Business	'Quinn acts on biggest UK lawsuit ever as MasterCard hit by £19bn claim'
28.	06/07/2016	Litigation Futures	'US firm uses opt-out collective action to launch £19bn claim against MasterCard'
29.	06/07/2016	London Evening Standard	'MasterCard facing up to £19 billion damages claim from UK shoppers over fees'
30.	06/07/2015	Market Business News	'Mastercard faces £19bn lawsuit for imposing anti competitive charges on UK consumers'
31.	06/07/2016	Metro	'Mastercard users could be about to get £400 compensation each – here's why'
32.	06/07/2016	The Mirror	'MasterCard could be forced to pay back £450 each to millions of customers – are you one of them?'
33.	06/07/2016	mlex	'Comment: UK class action against MasterCard faces hurdle in accessing pricing data'
34.	06/07/2016	mlex	'MasterCard faces UK 'class action' over card fees'
35.	06/07/2016	MSE News	'Mastercard faces landmark legal claim seeking £100s in damages for 40 million UK shoppers'
36.	06/07/2016	The News	'Mastercard faces £19bn action after shoppers 'overcharged for 16 years''

37.	06/07/2016	Payments	'MasterCard faces £19bn UK interchange fees legal battle'
38.	06/07/2016	Payment Facilitator	'Master Caveats In UK MasterCard Mega Payout Story'
39.	06/07/2016	The Risk Universe	'MasterCard faces £19bn class-action lawsuit'
40.	06/07/2016	RT News	'MasterCard faces £19bn lawsuit in UK over claims it ripped off shoppers'
41.	06/07/2016	Scottish Daily Mail	'MasterCard facing £19bn rip-off payout'
42.	06/07/2016	Sky News	'Mastercard Faces £19bn UK Class Action Claim'
43.	06/07/2016	The Sun	'Up to 40MILLION Brits could be in for £450 windfall from MasterCard if landmark case goes their way'
44.	06/07/2016	The Telegraph	'Shoppers 'ripped off' by MasterCard stand to gain £400 compensation in record class action'
45.	06/07/2016	This Is Local London	'MasterCard faces £19bn collective action over card charges'
46.	06/07/2016	The Times	'MasterCard facing £19bn claim over excessive fees'
47.	06/07/2016	The Week	'MasterCard lawsuit could net you a £400 refund'
48.	06/07/2016	Which?	'MasterCard faces £19bn claim over excessive fees'
49.	06/07/2016	Yahoo News	'MasterCard faces £19 billion collective action over card charges'
50.	06/07/2016	Yorkshire Post	'Mastercard faces £19bn claim after shoppers 'overcharged for 16 years''
51.	06/07/2016	YourMoney	'MasterCard faces £19bn claim over 'illegal charges''
52.	07/07/2016	BD Live	'MasterCard faces huge UK class action lawsuit over cross-border transaction fees'
53.	07/07/2016	Coventry Telegraph	'MasterCard lawsuit could give every customer £400 in compensation'
54.	07/07/2016	The Digital Banking Club	'MasterCard faces £19bn lawsuit in UK for imposing excessive card processing fees'
55.	07/07/2016	Electronic Payments International	'MasterCard faces £19bn lawsuit in UK for imposing excessive card processing fees'
56.	07/07/2016	The Mirror	'£450 for everyone in Briton? Everything you need to know about MasterCard's case'

57.	07/07/2016	Reuters	'Press Digest – British Business'
58.	09/07/2016	Europost	'MasterCard faces £19bn claim over excessive fees'
59.	13/07/2016	BBC Radio 4	'You and Yours' (Interview with Joshua Rozenberg, Walter Merricks and Mark Barnett (UK President of MasterCard))
60.	15/07/2016	Irish Examiner	'Sainsburys's wins (Euros)83m from Mastercard dispute'
61.	15/07/2016	Payments Compliance	'MasterCard Loses £69m Interchange Fee Battle'
62.	15/07/2016	Bitter Wallet	'Mastercard to pay out £68 million over fees'
63.	18/07/2016	Credit Strategy	'Mastercard faces £19bn claim over card charges'
64.	19/07/2016	BBC	'Does MasterCard owe you a refund for illegal charges?'
65.	19/07/2016	The Consumer Action Group	'Mastercard faces £19bn claim over card charges'
66.	20/07/2016	Canarian Weekly	'Mastercard fighting a £19bn damages claim'
67.	20/07/2016	Christian News Today	'MasterCard faces £19bn collective action over card charges'
68.	20/07/2016	Francais Express	'Mastercard faces £19bn action over card charges'
69.	20/07/2016	Hull Daily Mail	'Why MasterCard lawsuit could mean a £450 payout for EVERY adult'
70.	20/07/2016	Questican News	'Mastercard Faces £19bn UK Class Action Claim - Sky News'
71.	21/07/2016	Commercial Dispute Resolution	'Sainsbury's successful claim...'
72.	01/09/2016	Expansión	'Las multas a Mastercard abren la vía a las demandas de daños'



ATTACHMENT 6

If you made purchases in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard

Even if you did not use a MasterCard, you could be eligible for a payment.

***Currently living in the UK? Do nothing, you are already included in the claim.
Currently living outside the UK? You must act now to participate.***

This is a legal notice that has been issued at the direction of the Competition Appeal Tribunal

- The Competition Appeal Tribunal has decided that a collective consumer claim against MasterCard may go ahead on behalf of consumers.
- The claim relies on a legal finding of the European Commission that MasterCard imposed an unlawful fee on transactions processed through its network. These fees were paid by businesses for accepting payments made with a MasterCard credit or debit card. More than half a million businesses accepted MasterCard in the UK between 1992 and 2008 and paid these fees (*see* Question 7).
- It is alleged, that if you lived in the UK (for at least a continuous period of three months) between 1992 and 2008, were aged 16 or over during this time, and (for non-business purposes) bought goods and services from businesses selling in the UK then you paid higher prices and lost out as a result of MasterCard's unlawful conduct. This claim is brought on behalf of all individuals who used any form of payment, including MasterCard, Visa, American Express, cash or cheque for buying goods and services from businesses selling in the UK, and seeks compensation for the losses suffered.
- No money is available now and there is no guarantee that money will be available in the future. These claims will have to be proved in the Tribunal at a hearing or a settlement agreed with MasterCard.
- You have important legal rights related to this claim. Exercising these rights could affect your ability to get a payment in the future (if the case is won and money becomes available). This notice explains the claim, who is covered by the claim, your rights in relation to the claim, how to exercise these rights and any related deadlines. Please read this notice carefully as your decisions about this claim will have legal consequences. To read the Tribunal's full Collective Proceedings Order which allows the claim to proceed visit www.MasterCardConsumerClaim.co.uk.

YOUR LEGAL RIGHTS AND OPTIONS

STAY IN THE CLAIM	<p>If you are living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], you do not need to do anything at this time to be eligible to claim a share of any money that may become available in the future. By doing nothing, you give up the right to make an individual claim against MasterCard in respect of the legal claims in this case and you agree to be bound by judgments the Tribunal may issue on in this case.</p>
OPT-OUT	<p>If you are living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO] you have the right to “opt-out” or request to be excluded from the claim by [Insert Date as defined in paragraph [4.1] of the CPO]. By opting-out you keep the right to bring your own separate claim against MasterCard. However, if you opt-out you will not be able to get any money from this claim (if money becomes available). If you are considering opting-out, please review Question 18 below about the time period for bringing an individual claim against MasterCard.</p>
OPT-IN	<p>If you are living outside of the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], but lived in the UK for at least three months between 1992 and 2008, bought goods and services from businesses selling in the UK during this period, and were at least 16 years old during that period, you are NOT automatically included in the claim and must take steps if you want to be included. This is called “opting-in.” Complete an Opt-In Form by visiting www.MasterCardConsumerClaim.co.uk. The deadline for opting-in is [Insert Date as defined in paragraph [4.2] of the CPO].</p>

GENERAL INFORMATION

1. Why has this notice been issued?

The Competition Appeal Tribunal has directed that this notice be issued following a Collective Proceedings Order made on [Insert date of CPO]. The Order allows this claim to proceed as a collective claim on behalf of eligible UK consumers. To read the full Order, visit www.MasterCardConsumerClaim.co.uk.

This notice has been issued to inform you of important legal rights you have related to this claim. Exercising these rights could affect your ability to get a payment in the future (if money becomes available). This notice explains the claim, who is covered by the claim, your rights in relation to the claim, how to exercise these rights and any related deadlines. Please read this notice carefully as your decisions about this claim will have legal consequences.

2. Who is the claim against?

This claim is against MasterCard Incorporated, MasterCard International Incorporated and MasterCard Europe S.P.R.L. Together, these entities are called MasterCard.

3. What did MasterCard do wrong? What are the claims?

On 19 December 2007, the European Commission decided that MasterCard imposed unlawful fees on transactions processed through its network. These unlawful fees were paid by businesses that accepted MasterCard cards as payment for goods and/or services. The Commission also stated that consumers are likely to have paid higher prices for goods and services because businesses raised retail prices as a result of MasterCard's unlawful fees. MasterCard lost its appeals against this decision in 2014.

Irrespective of what form of payment you used to buy goods and services from businesses selling in the UK (i.e. you do not need to have paid with a MasterCard, or any other form of credit or debit card), the claim says you paid higher prices and lost out as a result of MasterCard's unlawful conduct. The claim includes purchases (for non-business purposes) made by individuals from businesses selling in the UK between 22 May 1992 and 21 June 2008. Purchases made by individuals whilst they were outside the UK are not included in the claim.

The claim involves important issues that are common to all class members, including:

1. The extent to which businesses were charged higher fees for accepting MasterCard credit and debit cards than they should have been had MasterCard not acted unlawfully.
2. The extent to which businesses increased retail prices by passing-on to consumers (i.e. you) MasterCard's excessive and unlawful fees.

4. Who has brought the claim? What is the role of the class representative?

The Tribunal has authorised Walter Merricks CBE to serve as the class representative for this claim.

As the class representative, Mr Merricks will conduct the claim against MasterCard on behalf of all class members (except for those who opt-out of the class). Mr Merricks will instruct the lawyers and experts, make decisions on the conduct of the claim and, in particular, will decide

whether to present any offer of settlement that MasterCard may make to the Tribunal for its approval.

During the case, Mr Merricks is responsible for communicating with the class and for issuing formal notices such as this notice. Mr Merricks will put updates about the claim on the website www.MasterCardConsumerClaim.co.uk.

5. Who is Walter Merricks CBE?

Mr Merricks has had a long and distinguished career defending consumer interests and holding large financial firms to account for their conduct. Mr Merricks is a qualified lawyer and the former Chief Ombudsman of the Financial Ombudsman Service, a position he held for 10 years.

As the Chief Ombudsman, Mr Merricks ensured that consumers received billions of pounds in compensation from banks, building societies, mortgage lenders, consumer credit card providers, investment firms, insurance companies and other financial institutions.

6. What is the class?

The Consumer Rights Act 2015 allows for a collective claim to be brought on behalf of a group of individuals who are alleged to have suffered a common loss. All individuals within the group are a class or class members. As a result of the 2015 Act, groups of consumers who have all lost out do not need to each bring an individual claim to obtain compensation for their loss. Instead, these consumers may all receive compensation through a single collective claim brought on their behalf.

In this case, the Tribunal has decided that the “class” that can claim against MasterCard is all individuals who are living in the UK at the domicile date and at any point between 22 May 1992 and 21 June 2008 (for non-business purposes): (1) made purchases from businesses selling in the UK that accepted MasterCard cards; (2) were residents of the UK for a continuous period of at least three months; and, (3) were aged at least 16 years or over.

See “Am I part of the class?” below, for additional information.

7. Which businesses accepted MasterCard?

A very large number of businesses across the UK, including most supermarkets, high street stores and petrol stations, accepted MasterCard credit and debit cards.

8. What is an opt-out proceeding? What is the “domicile date”?

This claim is proceeding as an opt-out case. In simple terms, if you don’t opt-out, you’re in. This process means that, if you are living in the UK on [**Insert Domicile Date as defined in paragraph [4] of the CPO**], which is known as the domicile date, and you satisfy the class definition, you are included in the class (and do not need to do anything) unless you ask to be excluded from the class. Asking to be excluded is also called opting-out of the class.

If you are not living in the UK on [**Insert Domicile Date as defined in paragraph [4] of the CPO**], you meet the criteria to be in the class, and you want to participate in this claim, you must take steps to say that you want to be included. Asking to be included in the class is called opting-in to the class. You need to consider opting-in if you are living abroad on the domicile date.

All class members who stay in the class or opt-in to the class will be bound by any Tribunal judgment. As a class member, you will not be able to bring an individual claim against MasterCard raising the same issues included in this claim.

This notice explains how to opt-out or opt-in to the class.

9. How much money does the claim ask for?

The claim seeks compensation of approximately £14 billion. This amount is to compensate class members for paying more than they should have paid for goods and services because of MasterCard's unlawful conduct between 22 May 1992 and 21 June 2008.

10. How do I get a payment?

No money is available now and there is no guarantee that money will be available in the future. The case will have to be won in the Tribunal unless a settlement can be agreed with MasterCard before it gets to a hearing. This process can take time, so please be patient. If, and when, money becomes available, class members will be notified about how to obtain a payment.

11. What is the Competition Appeal Tribunal?

The Competition Appeal Tribunal is a specialist court based in London that covers the whole of the UK and hears disputes such as these. The Tribunal publishes its Rules and Guidance, together with information about what it does, on its website www.catribunal.org.uk. A summary of the claim against MasterCard can be found on the Tribunal's website at www.catribunal.org.uk.

WHO IS IN THE CLASS

12. What does it mean to be a class member?

As a class member, if money becomes available, you will be eligible to receive a payment. You will also be legally bound by all Tribunal judgments with respect to this claim. Whether Mr Merricks wins money for the class or not, unless you opt-out, you will never be able to make your own claim against MasterCard in respect of the claims included in this case.

13. Am I part of the class?

The class includes individuals who are living in the UK as at the domicile date and (for non-business purposes) at any point between 22 May 1992 and 21 June 2008:

- (1) made a purchase from a business selling in the UK that accepted MasterCard cards;
- (2) were resident in the UK for a continuous period of at least three months; and
- (3) were aged at least 16 years old.

14. Am I a UK resident?

For this case, a UK resident is someone living in England, Wales, Scotland or Northern Ireland.

If you lived in the UK for at least three months and were aged 16 or older at any point between 22 May 1992 and 21 June 2008, you are eligible to be a member of the class.

If you are living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], you are automatically within the class unless you ask to come out of the class (See “How to Opt-Out or Opt-In,” below).

However, if you are not living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], you must take steps to opt-in to the class if you want to be part of this claim and be eligible for a payment in the future.

15. What if I am a UK resident and move outside the UK after [Insert Domicile Date as defined in paragraph [4] of the CPO]?

If you move outside the UK after [Insert Domicile Date as defined in paragraph [4] of the CPO], you should keep some documents showing that you were a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO]. If money becomes available in the future and you are living outside of the UK at that time then you may need to show that you were a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] to receive your payment.

16. Are businesses included in the class?

Only individuals may be a part of this claim. The class does not include businesses or other entities that made purchases from businesses that accepted MasterCard. If you represent a business or other entity, you may have a claim against MasterCard and you may want to get legal advice regarding any potential claim you may have.

17. I am not sure if I am included in the class.

If you are not sure whether you are included in the class, visit www.MasterCardConsumerClaim.co.uk to review the Order, the FAQs and other documents which can help you to determine whether you are a part of the class.

HOW TO OPT-OUT OR OPT-IN

18. I am a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and I want to come out of the class.

If you are a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and you want to come out of the class, send a letter to:

MasterCard Consumer Claim Opt-Outs
PO Box 000
LONDON
X00 0XX

Include the following statement in your letter “**I want to opt-out of the collective claim against MasterCard, Case No. 0000/0/0/16,**” along with your full name, postal address, email address and telephone number. Sign and date your opt-out letter. You do not have to give any reason for opting-out.

To assist you in submitting an opt-out, a sample opt-out letter is available at www.MasterCardConsumerClaim.co.uk. If you would like to be sent a stamped addressed envelope (“SAE”) to submit your opt-out, please send an email with your postal address to SAE@MasterCardConsumerClaim.co.uk.

To be considered, your opt-out letter must be received or postmarked by [Insert Date as defined in paragraph [4.1] of the CPO]. Once your opt-out is received and processed, we will send you an acknowledgement by email if you have provided an email address, or by post if not.

By opting-out, you will not be able to receive a payment from this claim if money becomes available. However, you may be able to bring your own separate claim against MasterCard for the same issues.

IMPORTANT CONSIDERATION: Please note, if you opt-out and then wish to bring a claim on your own against MasterCard, you must do so within six months of the date on which you opt-out. If you do not file an individual claim against MasterCard within this timeframe, your claim will be time barred.

19. I will NOT be a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and I want to be part of the class.

If you are not a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] (even if you were before), you must take steps to opt-in to the class if you want to be part of the claim and be eligible to receive a payment in the future.

Visit www.MasterCardConsumerClaim.co.uk and complete the Opt-In Form on the website. On the form, you will be asked to provide your full name, postal address, email address and telephone number. You will also be asked to provide the dates between 22 May 1992 and 21 June 2008 during which you were a UK resident.

If you prefer, you may also opt-in by post. Send a letter with the information listed in the previous paragraph. To assist you in submitting an opt-in by post, a sample opt-in letter is available at www.MasterCardConsumerClaim.co.uk. If you would like to be sent a stamped addressed envelope to submit your opt-in, please send an email with your postal address to SAE@MasterCardConsumerClaim.co.uk.

Send your opt-in letter to:

MasterCard Consumer Claim Opt-Ins
PO Box 000
LONDON
X00 0XX

To be considered, your opt-in request must be received or postmarked by [Insert Date as defined in paragraph [4.2] of the CPO]. Once your opt-in request is received and processed, we will send you an acknowledgement by email if you have provided an email address, or by post if not.

IMPORTANT CONSIDERATION: Please note, if you decide not to opt-in and then subsequently wish to bring a claim on your own, you must do so within six months of the deadline for opting in [Insert Date as defined in paragraph [4.2] of the CPO] or your claim will be time barred.

20. If I am NOT a UK resident and do not opt-in by [Insert Date as defined in paragraph [4.2] of the CPO], can I get a payment?

Under the rules of the Tribunal, if you are not a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO], you are required to submit an opt-in request by [Insert Date as defined in paragraph [4.2] of the CPO] (see previous question) to be part of the class. If you do

not opt-in by [Insert Date as defined in paragraph [4.2] of the CPO] and money later becomes available, the only way for you to be eligible to receive a payment is for the Tribunal to give you permission to opt-in at a later time. There is no guarantee this permission will be given, so you must opt-in by [Insert Date as defined in paragraph [4.2] of the CPO] if you want to be eligible to get a payment.

GETTING MORE INFORMATION

21. How can I stay updated on the progress of the claim?

You can visit the www.MasterCardConsumerClaim.co.uk and register to receive updates and any future notices via email and/or text message as the claim progresses. If, and when, money becomes available, you will be contacted with information on how to claim your share.

22. How can I get more information?

This notice summarises the Order. To read the full Order and see other information about the claim, visit www.MasterCardConsumerClaim.co.uk.

Consumers who made purchases in the UK between 1992 and 2008 could benefit from a proposed collective consumer claim against MasterCard

This is a legal notice.

- A proposed collective consumer claim against MasterCard has been filed with the Competition Appeal Tribunal by Walter Merricks CBE (the proposed class representative) on behalf of a proposed “class” of individuals.
- The proposed claim relies on a legal finding of the European Commission that MasterCard imposed unlawful fees on transactions processed through its network. These fees were paid by businesses for accepting payments made with a MasterCard credit or debit card in the period 1992 to 2008. More than half a million businesses in the UK, including major supermarkets, accepted MasterCard cards in the relevant period, paid these unlawful fees, and passed these on to consumers in higher retail prices.
- The proposed claim says that if you lived in the UK (for at least a continuous period of three months) between 1992 and 2008, bought goods and services from businesses selling in the UK, and were aged 16 or over during this time, you paid higher prices as a result of MasterCard’s unlawful conduct. It is proposed that the claim will be brought on behalf of a class of individuals who meet these conditions and who used any form of payment, including MasterCard, Visa, American Express, cash, or cheque for buying goods and services from businesses selling in the UK.
- A hearing has been set for **00 Month 2016** at **XX** am to decide whether the proposed collective consumer claim can go ahead. The hearing will take place at the Competition Appeal Tribunal, Victoria House, Bloomsbury Place, London WC1A 2EB.
- To learn more about the application to bring the collective consumer claim, which is known as a Collective Proceedings Order Application, visit www.MasterCardConsumerClaim.co.uk or www.catribunal.org.uk

YOUR LEGAL RIGHTS AND OPTIONS NOW	
OBJECT TO THE APPLICATION OR THE CLASS REPRESENTATIVE	Any person with an interest (including any proposed class member) may object to the Collective Proceedings Order Application or the authorisation of the proposed class representative by stating their reasons for objecting in writing to the Competition Appeal Tribunal by 00 Month 2016 . See Question 8 below.
REGISTER TO RECEIVE FUTURE UPDATES	You can visit www.MasterCardConsumerClaim.co.uk and register to receive updates and any future notices via email or text message as the claim progresses. If the proposed claim is allowed to proceed, you will be notified of your rights at that time and all relevant deadlines for exercising those rights. If, and when, money becomes available, you will be contacted with information on how to claim your share.

GENERAL INFORMATION

1. Why has this notice been issued?

The Competition Appeal Tribunal has directed that this notice be issued following the application by Walter Merricks CBE, the proposed class representative, for a Collective Proceedings Order. The Collective Proceedings Order Application asks the Tribunal to (i) approve the claim as eligible to proceed as a collective claim on behalf of eligible UK consumers; and (ii) approve the proposed class representative. To read the Collective Proceedings Order Application, or a summary of the Application, visit www.MasterCardConsumerClaim.co.uk.

This notice has been issued to inform you of your right to object to the Collective Proceedings Application or the authorisation of the proposed class representative. This notice explains the proposed claim, who is covered by the proposed claim, your right to object to the proposed claim, how to object, and any related deadlines. Please read this notice carefully.

2. What is the Competition Appeal Tribunal?

The Competition Appeal Tribunal is a specialist court based in London that covers the whole of the UK and hears disputes such as these. The Tribunal publishes its Rules and Guidance, together with information about what it does, on its website www.catribunal.org.uk.

3. Who is the claim against?

The proposed claim is against MasterCard Incorporated, MasterCard International Incorporated, and MasterCard Europe S.P.R.L. Together, these entities are called MasterCard.

4. What did MasterCard do wrong? What are the claims?

On 19 December 2007, the European Commission decided that MasterCard imposed unlawful fees on transactions processed through its network. These unlawful fees were paid by businesses that accepted MasterCard cards as payment for goods and/or services. The Commission also stated that consumers are likely to have paid higher prices for goods and services because businesses raised retail prices as a result of MasterCard's unlawful fees. MasterCard lost its appeals against this decision in 2014.

According to the Collective Proceedings Order Application, it does not matter what form of payment you used to buy goods or services from businesses selling in the UK (i.e. you do not need to have paid with a MasterCard, or any other form of credit or debit card). The proposed claim says you paid higher prices and lost out as a result of MasterCard's unlawful conduct. The proposed claim seeks to include purchases (for non-business purchases) made by individuals from businesses selling within the UK between 22 May 1992 and 21 June 2008. Purchases made by individuals whilst they were outside the UK are not included in the claim.

5. Who is the proposed class representative?

The Collective Proceedings Order Application requests that Walter Merricks CBE be authorised to act as the class representative for the proposed claim.

As the proposed class representative, Mr Merricks would conduct the claim against MasterCard on behalf of all class members, except for those who opt-out of the class. Mr Merricks would

instruct the lawyers and experts, make decisions on the conduct of the claim, and, in particular, would decide whether to present any offer of settlement that MasterCard may make to the Tribunal for its approval.

During the case, Mr Merricks would be responsible for communicating with the class and for issuing formal notices such as this notice. If approved, Mr Merricks would update the class about the claim on the website www.MasterCardConsumerClaim.co.uk, through the media and on social media.

Mr Merricks has had a long and distinguished career defending consumer interests and holding large financial firms to account for their conduct. Mr Merricks is a qualified lawyer and the former Chief Ombudsman of the Financial Ombudsman Service, a position he held for 10 years.

As the Chief Ombudsman, Mr Merricks ensured that consumers received billions of pounds in compensation from banks, building societies, mortgage lenders, consumer credit card providers, investment firms, insurance companies, and other financial institutions.

The Tribunal will judge Mr Merricks's suitability to act as the proposed class representative.

WHAT DOES THE COLLECTIVE PROCEEDINGS ORDER APPLICATION ASK FOR?

6. Who would be in the proposed class?

The Consumer Rights Act 2015 allows for a collective claim to be brought on behalf of a group of individuals who are alleged to have suffered a common loss. The group is the "class" and all individuals within the group are "class members". As a result of the 2015 Act, groups of consumers who have all lost out do not need to each bring an individual claim to obtain compensation for their loss. Instead, these consumers may all receive compensation through a single collective claim brought on their behalf by a representative.

The Collective Proceedings Order Application asks the Tribunal to allow the proposed claim to proceed on an "opt-out" basis on behalf of all individuals who are living in the UK at the time the claim is allowed to proceed and who, at any point between 22 May 1992 and 21 June 2008 (for non-business purposes): (1) made a purchase from businesses selling goods and services that accepted MasterCard cards; (2) were residents of the UK for a continuous period of at least three months; and, (3) were aged at least 16 years or over. Businesses are not included in the proposed class. It is called an opt-out class because, if the Tribunal allows the proposed claim to proceed, anyone who meets the class definition will be included in the claim automatically and bound by the result, unless they ask to opt-out.

The Tribunal will assess the Collective Proceedings Order Application to determine that the claims sought to be included in the collective proceedings: (i) are brought on behalf of an identifiable class of persons; (ii) raise common issues; and (iii) are suitable to be brought in collective proceedings.

7. How much money does the claim ask for?

The proposed claim seeks compensation of approximately £14 billion. The proposed claim seeks this amount to compensate proposed class members for paying more than they should have paid for goods and services because of MasterCard's unlawful conduct between 22 May 1992 and 21 June 2008.

HOW TO OBJECT TO THE COLLECTIVE PROCEEDINGS ORDER APPLICATION OR TO THE CLASS REPRESENTATIVE

8. Who can object and what can I object to?

Any person with an interest (including anyone who would be a member of the proposed class) may object to the Collective Proceedings Order Application or the authorisation of the proposed class representative. You should review the information above and visit both www.MasterCardConsumerClaim.co.uk and www.catribunal.org.uk for information.

If you wish to file an objection, you must write to the Tribunal stating your reasons for objecting and send it by post, or fax, **so it is received no later than 00 Month, 2016**, to the following address:

The Registrar
Competition Appeal Tribunal
Victoria House
Bloomsbury Place
London WC1A 2EB
Fax: 020 7979 7978

When writing to the Tribunal you must include the reference **Walter Merricks v MasterCard Inc & Others Case [Tribunal reference to be inserted]**.

GETTING MORE INFORMATION

9. How can I stay updated on the progress of the claim?

You can visit the www.MasterCardConsumerClaim.co.uk and register to receive updates and any future notices via email and/or text message should the proposed claim be allowed to proceed. If the Collective Proceedings Order is issued, you will be notified of your rights at that time and the deadlines to exercise them, if you registered. If, and when, money becomes available, you will be contacted with information on how to claim your share, if you registered.

If you made purchases in the UK between 1992 and 2008, you could get a future payment from a collective claim against MasterCard

Even if you did not use a MasterCard, you could be eligible for a payment.

A multi-billion pound collective consumer claim against MasterCard is proceeding on behalf of people who lived in the UK between 22 May 1992 and 21 June 2008 for at least a continuous period of 3 months, who were aged 16 or over during that period and who made purchases (for non-business purposes) from businesses selling goods and services in the UK which accepted MasterCard cards. No money is available yet, but you have important legal rights related to this claim. Exercising these rights could affect your ability to receive a payment in the future.

Am I included in the claim? The claim will automatically be brought on your behalf if you are living in the UK on the [insert Domicile Date from CPO] and at any point between 22 May 1992 and 21 June 2008 you (for non-business purposes):

- (1) bought goods and services from businesses selling in the UK that accepted MasterCard cards; and
- (2) were a resident of the UK for a continuous period of at least three months; and
- (3) were aged at least 16 years.

What is the claim about? The Claim against MasterCard says that between 1992 and 2008 businesses selling in the UK that accepted MasterCard cards paid unlawfully high fees for doing so. In order to cover these costs they raised their retail prices to consumers for all goods and services they sold during that time. The claim is brought on behalf of all consumers that meet the conditions above. It does not matter whether you paid in cash, with a cheque or with any form of credit or debit card. The case will have to be won at a hearing in the Tribunal or a settlement agreed with MasterCard before any money becomes available but if, and when, it does this will be publicised to all consumers along with what to do to claim your share.

Your Legal Rights. You have important legal rights related to this claim. Exercising these rights could affect your ability to get a payment in the future (if the case is won and money becomes available). Your rights are summarised below, but you should visit www.MasterCardConsumerClaim.co.uk to read the full Collective Proceedings Order and accompanying Notice.

Do I have to do anything now? This collective claim is proceeding on an “opt-out” basis. In simple terms, if you don’t opt-out, you’re in. This means that if you are living in the UK on [insert Domicile Date from CPO] and you meet the conditions above to be included in the claim, you are automatically included in the claim and you don’t have to do anything. If you don’t want to be part of this claim, you’ll need to opt-out, and you must do so by **00 Month 20YY**. If you meet the conditions above to be included in the claim, but won’t be living in the UK on [insert Domicile Date from CPO], and you want to participate in this claim, you must ask to be included. Asking to be included in the claim is called “opting-in.” Everyone who is included will be bound by any judgment and will not be able to bring an individual claim against MasterCard in relation to the same issues included in the collective claim.

Currently living outside the UK? You must act now to participate.

For those not residing in the UK on 00 Month 20YY the deadline to op-in to the claim is **00 Month 20YY**

The Claim Website. Visit www.MasterCardConsumerClaim.co.uk for detailed information including a short video explaining the claim. You can learn how to opt-out or opt-in and you can also register to receive updates and any future notices via email and/or text message as the claim progresses. You may also call the freephone number below. If you register, you will also be contacted with information on how to claim your share if money becomes available in the future.

www.MasterCardConsumerClaim.co.uk
[Freephone number]

Merricks v MasterCard

Banner Examples

Online Display

Option 1 – Frame 1: Visible for 9 seconds

	<p>If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard.</p>	
Legal Notice	www.MasterCardConsumerClaim.co.uk	Legal Notice

Option 1 – Frame 2: Visible for 6 seconds

<p>Even if you did not use a MasterCard, you could be eligible. Please click here to register for future updates.</p>		
Legal Notice	www.MasterCardConsumerClaim.co.uk	Legal Notice

Option 2 – Frame 1: Visible for 9 seconds

	<p>If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard.</p>	
Legal Notice	www.MasterCardConsumerClaim.co.uk	Legal Notice

Option 2 – Frame 2: Visible for 6 seconds

	<p>Even if you did not use a MasterCard, you could be eligible. Please click here to register for future updates.</p>	
Legal Notice	www.MasterCardConsumerClaim.co.uk	Legal Notice

Option 3 – Frame 1: Visible for 9 seconds

	<p>LEGAL NOTICE If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard.</p>
	www.MasterCardConsumerClaim.co.uk

Option 3 – Frame 2: Visible for 6 seconds

	<p>LEGAL NOTICE Even if you did not use a MasterCard, you could be eligible. Please click here to register for future updates.</p>
	www.MasterCardConsumerClaim.co.uk

Option 4 – Frame 1: Visible for 9 seconds

	<p>If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard.</p>	
LEGAL NOTICE	www.MasterCardConsumerClaim.co.uk	LEGAL NOTICE

Option 4 – Frame 2: Visible for 6 seconds

	<p>Even if you did not use a MasterCard, you could be eligible. Please click here to register for future updates.</p>	
LEGAL NOTICE	www.MasterCardConsumerClaim.co.uk	LEGAL NOTICE

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If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard. Even if you did not use a MasterCard, you could be eligible. Please visit the website to register or opt-out.



UK Shoppers

UK residents who made purchases from businesses selling in the UK may be affected by a collective consumer claim against MasterCard.

MASTERCARDCONSUMERCLAIM.CO.UK

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If you made purchases from businesses selling in the UK between 1992 and 2008, you could get a future payment from a collective consumer claim against MasterCard. Even if you did not use a MasterCard, you could be eligible. Please visit the website to register or opt-out.



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MasterCard Collective Consumer Claim

mastercardconsumerclaim.co.uk

The claim may affect UK residents who made purchases from businesses selling in the UK.



MasterCard Collective Consumer Claim

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The claim may affect UK residents who made purchases from businesses selling in the UK.



MasterCard Collective Consumer Claim

mastercardconsumerclaim.co.uk

The claim may affect UK residents who made purchases from businesses selling in the UK.



MasterCard Collective Consumer Claim

mastercardconsumerclaim.co.uk

The claim may affect UK residents who made purchases from businesses selling in the UK.



ATTACHMENT 7



Consumers who made purchases from businesses selling in the UK between 1992 and 2008 could be affected by a collective consumer claim against MasterCard.

About the Claim

This website has been created to provide information about a proposed collective consumer claim against MasterCard that has been filed with the Competition Appeal Tribunal by Walter Merricks CBE (the proposed class representative) on behalf of a proposed “class” of individuals.

The proposed claim relies on a legal finding of the European Commission that MasterCard imposed unlawful fees on transactions processed through its network. These fees were paid by businesses for accepting payments made with a MasterCard credit or debit card in the period 1992 to 2008. More than half a million businesses in the UK, including major supermarkets, accepted MasterCard cards in the relevant period, paid these unlawful fees, and passed these on to consumers in higher retail prices.

The proposed claim says that if you lived in the UK (for at least a continuous period of three months) between 1992 and 2008, bought goods and services from businesses selling in the UK, and were aged 16 or over during this time, you paid higher prices as a result of MasterCard’s unlawful conduct. It is proposed that the claim will be brought on behalf of a class of individuals who meet these conditions and who used any form of payment, including MasterCard, Visa, American Express, cash, or cheque for buying goods and services from businesses selling in the UK.

You can click on the link below to see the full Collective Proceedings Application Notice, which includes detailed information about the claim and the proposed class representative. Other key documents related to the claim can be found on the “Documents” tab at the top of this page.

A hearing has been set for 00 Month 2016 at XX am to decide whether the proposed collective consumer claim can go ahead. The hearing will take place at the Competition Appeal Tribunal, Victoria House, Bloomsbury Place, London WC1A 2EB. Any person with an interest (including any proposed class member) may object to the Collective Proceedings Order Application or the authorisation of the proposed class representative by stating their reasons for objecting in writing to the Competition Appeal Tribunal by 00 Month 2016. Click on the link below for complete information on how to object.

[ZOOM](#)[DOWNLOAD](#)[PRINT](#)[VISIT THE TRIBUNAL'S WEBSITE](#)[CLICK HERE TO READ MORE](#)

(Collective Proceedings Application Notice)

Available Actions

[Object](#)[Learn how to object to the Claim](#)[Register](#)[Register to be kept informed](#)

We invite you to like or follow us to stay informed

Multi-billion Pound Collective Consumer Claim Against MasterCard

“Walter Merricks CBE v. MasterCard Inc. and Others”



If you made purchases in the UK between **1992** and **2008**, you are probably included in a collective claim against MasterCard which could provide you a future payment.



[LEARN MORE >](#)



You don't need to have used a MasterCard to be included!

Currently living in the UK?

You don't need to do anything to be included in the claim. It will be brought on your behalf

Currently outside the UK?

You must **ACT NOW** to participate.

About the Claim

A multi-billion pound collective consumer claim against MasterCard is proceeding on behalf of people who lived in the UK between 22 May 1992 and 21 June 2008 for at least a continuous period of 3 months, who were aged 16 or over during that period and who made purchases (for non-business purposes) from businesses selling goods and services in the UK which accepted MasterCard cards.

The claim against MasterCard says that between 1992 and 2008 businesses selling in the UK that accepted MasterCard cards paid unlawfully high fees for doing so. In order to cover these costs they raised their retail prices to consumers for all goods and services they sold during that time. The claim is brought on behalf of all consumers that meet the conditions above. It does not matter whether you paid in cash, with a cheque or with any form of credit or debit card. The case will have to be won at a hearing in the Tribunal or a settlement agreed with MasterCard before any money becomes available but if, and when, it does this will be publicised to all consumers along with what to do to claim your share.

No money is available yet, but you have important legal rights related to this claim. Exercising these rights could affect your ability to receive a payment in the future.



ZOOM



DOWNLOAD



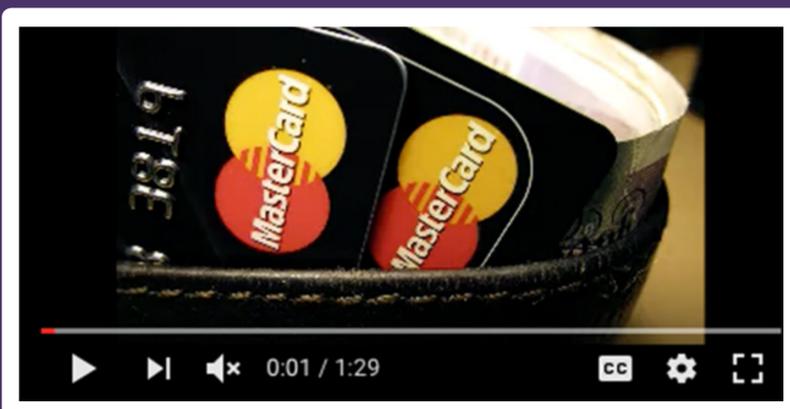
PRINT

[VISIT THE TRIBUNAL'S WEBSITE](#)

[CLICK HERE TO READ MORE](#)

(Collective Proceedings Order Notice)

Find Out About Your Rights Under The Claim



IMPORTANT DATES

Event	Deadline
Opt-Out Deadline	Postmarked by TBD
Opt-In Deadline	Must be submitted by TBD

Available Actions

Opt-In

[Lean how to opt-in to the Claim](#)

Register

[Register to be kept informed](#)

Opt-Out

[Lean how to opt-out of the Claim](#)



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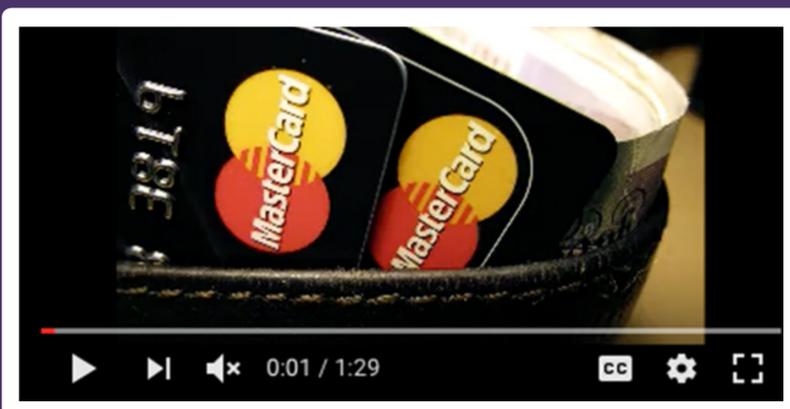
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Multi-billion Pound Collective Consumer Claim Against MasterCard

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You may be entitled to a payment if you paid for goods and services in **cash** or using a **different card**.



[LEARN MORE](#) >



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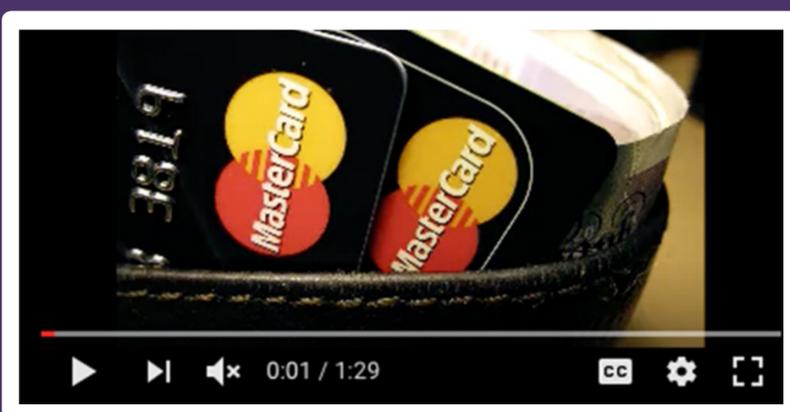
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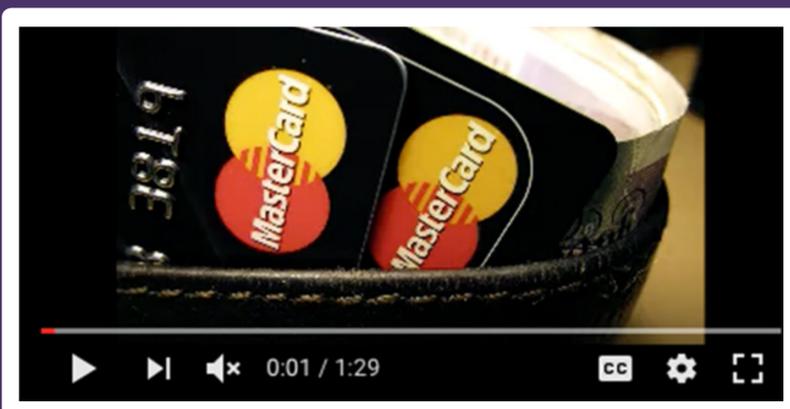
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Multi-billion Pound Collective Consumer Claim Against MasterCard

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Opt-In

First Name:

Last Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

Address Line 5:

Address Line 6:

Country:

Mobile Number:

Email Address:

Dates Living in the UK:

FROM

TO

If you meet the conditions to be included in the class (i.e. you lived in the UK between 1992 and 2008; purchased (for non business purposes) goods and services from business selling in the UK during that period and (iii) were aged 16 or over during that period) but live outside the UK at the [Insert domicile date] then you must opt-in if you wish the claim to proceed on your behalf and for you to receive a payment if, and when, money becomes available. If you do not live in the UK on the [insert domicile date] and do not opt-in by [insert opt-in deadline] then you will not be eligible for a payment if, and when, money becomes available in the future. As requested above, you must provide the dates you were living in the UK between 1992 and 2008.

If you would like to submit your opt-in request by post then please print a copy of a sample opt-in letter found [here](#). You may request a stamped addressed envelope to be sent to you by clicking [here](#). Please send your completed form to MasterCard Consumer Claim Opt-Ins, PO Box 000, London X00 0XX. To be considered, your opt-in request must be received or postmarked by [Insert Date]. Once your opt-in request is received and processed, we will send you an acknowledgement by email if you have provided an email address, or by post if not.

IMPORTANT CONSIDERATION: Please note, if you decide not to opt-in and then subsequently wish to bring a claim on your own, you must do so within six months of the deadline for opting in [Insert Date as defined in paragraph [4.2] of the CPO] or your claim will be time barred.

SUBMIT



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Multi-billion Pound Collective Consumer Claim Against MasterCard

“Walter Merricks CBE v. MasterCard Inc. and Others”

Opt-Out

If you are a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and you want to come out of the class, send a letter to:

MasterCard Fee Claim Administrator
PO Box 000
LONDON
X00 0XX

Include the following statement in your letter **“I want to opt-out of the collective claim against MasterCard, Case No. 0000/0/0/16,”** along with your full name, postal address, email address and telephone number. Sign and date your opt-out letter. You do not have to give any reason for opting-out.

To assist you in submitting an opt-out, a sample opt-out letter is available [here](#). If you would like to be sent a stamped addressed envelope (“SAE”) to submit your opt-out, please send an email with your postal address to SAE@MasterCardConsumerClaim.co.uk.

To be considered, your opt-out letter must be received or postmarked by [Insert Date as defined in paragraph [4.1] of the CPO]. Once your opt-out is received and processed, we will send you an acknowledgement by email if you have provided an email address, or by post if not.

By opting-out, you will not be able to receive a payment from this claim if money becomes available. However, you may be able to bring your own separate claim against MasterCard for the same issues.

IMPORTANT CONSIDERATION: Please note, if you opt-out and then wish to bring a claim on your own against MasterCard, you must do so within six months of the date on which you opt-out. If you do not file an individual claim against MasterCard within this timeframe, your claim will be time barred.



We invite you to like or follow us to stay informed



Multi-billion Pound Collective Consumer Claim Against MasterCard

“Walter Merricks CBE v. MasterCard Inc. and Others”

Register

Please register here to receive future updates via either text message or email. By providing this information, you consent to receiving email or text messages. You may unsubscribe from these updates at any time

First Name:

Last Name:

Mobile Number:

Email Address:



We invite you to like or follow us to stay informed



ATTACHMENT 8

Website FAQs

1. Why has the notice been issued?

The Competition Appeal Tribunal has directed that the notice be issued following a Collective Proceedings Order made on [Insert date of CPO]. The Order allows the claim to proceed as a collective claim on behalf of eligible UK consumers. To read the full Order, click [here](#).

The notice has been issued to inform you of important legal rights you have related to the claim. Exercising these rights could affect your ability to get a payment in the future (if money becomes available). The notice explains the claim, who is covered by the claim, your rights in relation to the claim, how to exercise these rights and any related deadlines. Please read the notice carefully as your decisions about the claim will have legal consequences.

2. Who is the claim against?

The claim is against MasterCard Incorporated, MasterCard International Incorporated and MasterCard Europe S.P.R.L. Together, these entities are called MasterCard.

3. What did MasterCard do wrong? What are the claims?

On 19 December 2007, the European Commission decided that MasterCard imposed unlawful fees on transactions processed through its network. These unlawful fees were paid by businesses that accepted MasterCard cards as payment for goods and/or services. The Commission also stated that consumers are likely to have paid higher prices for goods and services because business raised retail prices as a result of MasterCard's unlawful fees. MasterCard lost its appeals against this decision in 2014.

Irrespective of what form of payment you used to buy goods and services from businesses selling in the UK (i.e. you do not need to have paid with a MasterCard, or any other form of credit or debit card), the claim says you paid higher prices and lost out as a result of MasterCard's unlawful conduct. The claim includes purchases (for non-business purposes) made by individuals from businesses selling in the UK between 22 May 1992 and 21 June 2008. Purchases made by individuals whilst they were outside the UK are not included in the claim.

The claim involves important issues that are common to all class members, including:

1. The extent to which businesses were charged higher fees for accepting MasterCard credit and debit cards than they should have been had MasterCard not acted unlawfully.
2. The extent to which businesses increased retail prices by passing-on to consumers (i.e. you) MasterCard's excessive and unlawful fees.

4. Who has brought the claim? What is the role of the class representative?

The Tribunal has authorised Walter Merricks CBE to serve as the class representative for the claim.

As the class representative, Mr Merricks will conduct the claim against MasterCard on behalf of all class members (except for those who opt-out of the class). Mr Merricks will instruct the lawyers and experts, make decisions on the conduct of the claim and, in particular, will decide

whether to present any offer of settlement that MasterCard may make to the Tribunal for its approval.

During the case, Mr Merricks is responsible for communicating with the class and for issuing formal notices. Mr Merricks will put updates about the claim on this website.

5. Who is Walter Merricks CBE?

Mr Merricks has had a long and distinguished career defending consumer interests and holding large financial firms to account for their conduct. Mr Merricks is a qualified lawyer and the former Chief Ombudsman of the Financial Ombudsman Service, a position he held for 10 years.

As the Chief Ombudsman, Mr Merricks ensured that consumers received billions of pounds in compensation from banks, building societies, mortgage lenders, consumer credit card providers, investment firms, insurance companies and other financial institutions.

6. What is the class?

The Consumer Rights Act 2015 allows for a collective claim to be brought on behalf of a group of individuals who are alleged to have suffered a common loss. All individuals within the group are a class or class members. As a result of the 2015 Act, groups of consumers who have all lost out do not need to each bring an individual claim to obtain compensation for their loss. Instead, these consumers may all receive compensation through a single collective claim brought on their behalf.

In this case, the Tribunal has decided that the “class” that can claim against MasterCard is all individuals who are living in the UK at the domicile date and at any point between 22 May 1992 and 21 June 2008 (for non-business purposes): (1) made purchases from businesses selling in the UK that accepted MasterCard cards; (2) were residents of the UK for a continuous period of at least three months; and, (3) were aged at least 16 years or over.

See “Am I part of the class?” below, for additional information.

7. Which businesses accepted MasterCard?

A very large number of businesses across the UK, including most supermarkets, high street stores and petrol stations, accepted MasterCard credit and debit cards.

8. What is an opt-out proceeding? What is the “domicile date”?

The claim is proceeding as an opt-out case. In simple terms, if you don’t opt-out, you’re in. This process means that, if you are living in the UK resident on [**Insert Domicile Date as defined in paragraph [4] of the CPO**], which is known as the domicile date, and you satisfy the class definition, you are included in the class (and do not need to do anything) unless you ask to be excluded from the class. Asking to be excluded is also called opting-out of the class.

If you are not living in the UK on [**Insert Domicile Date as defined in paragraph [4] of the CPO**], you meet the criteria to be in the class, and you want to participate in this claim, you must take steps to say that you want to be included. Asking to be included in the class is called opting-in to the class. You need to consider opting-in if you are living abroad on the domicile date.

All class members who stay in the class or opt-in to the class will be bound by any Tribunal judgment. As a class member, you will not be able to bring an individual claim against MasterCard raising the same issues included in the claim.

The notice explains how to opt-out or opt-in to the class.

9. How much money does the claim ask for?

The claim seeks compensation of approximately £14 billion. This amount is to compensate class members for paying more than they should have paid for goods and services because of MasterCard's unlawful conduct between 22 May 1992 and 21 June 2008.

10. How do I get a payment?

No money is available now and there is no guarantee that money will be available in the future. The case will have to be won in the Tribunal unless a settlement can be agreed with MasterCard before it gets to a hearing. This process can take time, so please be patient. If, and when, money becomes available, class members will be notified about how to obtain a payment.

11. What is the Competition Appeal Tribunal?

The Competition Appeal Tribunal is a specialist court based in London that covers the whole of the UK and hears disputes such as these. The Tribunal publishes its Rules and Guidance, together with information about what it does, on its website www.catribunal.org.uk. A summary of the claim against MasterCard can be found on the Tribunal's website at www.catribunal.org.uk.

12. What does it mean to be a class member?

As a class member, if money becomes available, you will be eligible to receive a payment. You will also be legally bound by all Tribunal judgments with respect to the claim. Whether Mr Merricks wins money for the class or not, unless you opt-out, you will never be able to make your own claim against MasterCard in respect of the claims included in this case.

13. Am I part of the class?

The class includes individuals who are living in the UK as at the domicile date and (for non-business purposes) at any point between 22 May 1992 and 21 June 2008:

- (1) made a purchase from a business selling in the UK that accepted MasterCard cards;
- (2) were resident in the UK for a continuous period of at least three months; and
- (3) were aged at least 16 years old.

14. Am I a UK resident?

For this case, a UK resident is someone living in England, Wales, Scotland or Northern Ireland.

If you lived in the UK for at least three months and were aged 16 or older at any point between 22 May 1992 and 21 June 2008, you are eligible to be a member of the class.

If you are living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], you are automatically within the class unless you ask to come out of the class (*See* “How to Opt-Out or Opt-In,” below).

However, if you are not living in the UK on [Insert Domicile Date as defined in paragraph [4] of the CPO], you must take steps to opt-in to the class if you want to be part of the claim and be eligible for a payment in the future.

15. What if I am a UK resident and move outside the UK after [Insert Domicile Date as defined in paragraph [4] of the CPO]?

If you move outside the UK after [Insert Domicile Date as defined in paragraph [4] of the CPO], you should keep some documents showing that you were a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO]. If money becomes available in the future and you are living outside of the UK at that time then you may need to show that you were a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] to receive your payment.

16. Are businesses included in the class?

Only individuals may be a part of this claim. The class does not include businesses or other entities that made purchases from businesses that accepted MasterCard. If you represent a business or other entity, you may have a claim against MasterCard and you may want to get legal advice regarding any potential claim you may have.

17. I am not sure if I am included in the class.

If you are not sure whether you are included in the class, click [here](#) to review the Order and other documents which can help you to determine whether you are a part of the class.

18. I am a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and I want to come out of the class.

If you are a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and you want to come out of the class, send a letter to:

MasterCard Consumer Claim Opt-Outs
PO Box 000
LONDON
X00 0XX

Include the following statement in your letter “**I want to opt-out of the collective claim against MasterCard, Case No. 0000/0/0/16,**” along with your full name, postal address, email address and telephone number. Sign and date your opt-out letter. You do not have to give any reason for opting-out.

To assist you in submitting an opt-out, a sample opt-out letter is available [here](#). If you would like to be sent a stamped addressed envelope (“SAE”) to submit your opt-out, please send an email with your postal address to SAE@MasterCardConsumerClaim.co.uk.

To be considered, your opt-out letter must be received or postmarked by [Insert Date as defined in paragraph [4.1] of the CPO]. Once your opt-out is received and processed, we will send you an acknowledgement by email if you have provided an email address, or by post if not.

By opting-out, you will not be able to receive a payment from the claim if money becomes available. However, you may be able to bring your own separate claim against MasterCard for the same issues.

IMPORTANT CONSIDERATION: Please note, if you opt-out and then wish to bring a claim on your own against MasterCard, you must do so within six months of the date on which you opt-out. If you do not file an individual claim against MasterCard within this timeframe, your claim will be time barred.

19. I will NOT be a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] and I want to be part of the class.

If you are not a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO] (even if you were before), you must take steps to opt-in to the class if you want to be part of the claim and be eligible to receive a payment in the future.

Complete the Opt-In Form found [here](#). On the form, you will be asked to provide your full, name, postal address, email address and telephone number. You will also be asked to provide the dates between 22 May 1992 and 21 June 2008 during which you were a UK resident.

If you prefer, you may also opt-in by post. Send a letter with the information listed in the previous paragraph. To assist you in submitting an opt-in by post, a sample opt-in letter is available [here](#). If you would like to be sent a stamped addressed envelope to submit your opt-in, please send an email with your postal address to SAE@MasterCardConsumerClaim.co.uk.

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X00 0XX

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IMPORTANT CONSIDERATION: Please note, if you decide not to opt-in and then subsequently wish to bring a claim on your own, you must do so within six months of the deadline for opting in [Insert Date as defined in paragraph [4.2] of the CPO] or your claim will be time barred.

20. If I am NOT a UK resident and do not opt-in by [Insert Date as defined in paragraph [4.2] of the CPO], can I get a payment?

Under the rules of the Tribunal, if you are not a UK resident on [Insert Domicile Date as defined in paragraph [4] of the CPO], you are required to submit an opt-in request by [Insert Date as defined in paragraph [4.2] of the CPO] (see previous question) to be part of the class. If you do not opt-in by [Insert Date as defined in paragraph [4.2] of the CPO] and money later becomes available, the only way for you to be eligible to receive a payment is for the Tribunal to give you permission to opt-in at a later time. There is no guarantee this permission will be given, so you must opt-in by [Insert Date as defined in paragraph [4.2] of the CPO] if you want to be eligible to get a payment.

21. How can I stay updated on the progress of the claim?

You can visit this website and register to receive updates and any future notices via email and/or text message as the claim progresses. If, and when, money becomes available, you will be contacted with information on how to claim your share.

22. How can I get more information?

The notice summarises the Order. To read the full Order and see other information about the claim, click [here](#).

EXHIBIT WHM6 ANNEX 2 – REVISED COSTS BUDGET SUBMITTED TO THE TRIBUNAL ON 5 DECEMBER 2016 IN ACCORDANCE WITH PARAGRAPH 5 OF THE TRIBUNAL’S ORDER OF 24 NOVEMBER 2016

Walter Merricks CBE v MasterCard Inc & Ors

ESTIMATED BUDGETED COSTS	TOTAL COSTS	1. PRE-ACTION	2. CLAIM FORM AND ALL ASSOCIATED DOCUMENTS	3. FIRST CMC AND CERTIFICATION HEARING	4. DISCLOSURE	5. WITNESS STATEMENTS	6. EXPERTS (Economic and accounting)	7. MEDIATION & SETTLEMENT DISCUSSIONS	8. PRE-TRIAL	9. TRIAL (8 weeks)	10. POST-TRIAL	11. NOTICING AND ADMINISTRATION OF PROCEEDS	12. CONTINGENCY
SOLICITORS*													
Boris Bronfenbrinker / Kate Vernon, partner (£700 p/h)		59,500 (85 hours)	115,500 (165 hours)	91,000 (130 hours)	112,000 (160 hours)	63,000 (90 hours)	140,000 (200 hours)	108,500 (155 hours)	140,000 (200 hours)	560,000 (800 hours)	52,500 (75 hours)	31,500 (45 hours)	
Nicola Chesates, of counsel (£610 p/h)		97,600 (160 hours)	131,150 (215 hours)	76,250 (125 hours)	265,350 (435 hours)	61,000 (100 hours)	103,700 (170 hours)	115,900 (190 hours)	91,500 (150 hours)	244,000 (400 hours)	244,000 (400 hours)	91,500 (150 hours)	
Michelle Clark, associate (£400 p/h)		-	76,000 (190 hours)	14,000 (35 hours)	356,000 (890 hours)	76,000 (190 hours)	56,000 (140 hours)	66,000 (165 hours)	42,000 (105 hours)	88,000 (220 hours)	88,000 (220 hours)		
Ji-Whan Bang, junior associate (£375 p/h)		18,000 (48 hours)	58,125 (155 hours)	24,375 (65 hours)	468,750 (1,250 hours)	60,000 (160 hours)	13,125 (35 hours)	63,750 (170 hours)	45,000 (120 hours)	82,500 (220 hours)	82,500 (220 hours)		
Syma Loak, newly qualified (£310 p/h)		-	-	35,650 (115 hours)	387,500 (1,250 hours)	51,150 (165 hours)	31,000 (100 hours)	71,300 (230 hours)	63,550 (205 hours)	124,000 (400 hours)	72,850 (235 hours)	136,400 (440 hours)	
Paralegals/interns (£135 p/h)		-	7,425 (55 hours)	8,775 (65 hours)	1,380,375 (10,225 hours)	10,125 (75 hours)	4,725 (35 hours)	13,500 (100 hours)	10,800 (80 hours)	22,275 (165 hours)	8,775 (65 hours)		
TOTAL SOLICITORS COSTS**	8,575,000	175,000	390,000	250,000	2,970,000	320,500	350,000	440,000	390,000	1,120,500	225,000	300,000	1,644,000
COUNSEL													
Paul Harris QC (£750 p/h)													
Marie Demetriou QC (£515 p/h)													
Nicolas Bacon QC (£650 p/h) - costs/funding counsel													
Victoria Wakefield (£290 p/h)													
TOTAL COUNSEL COSTS	3,830,000	25,000	275,000	350,000	300,000	375,000	150,000	130,000	525,000	1,100,000	100,000		500,000
EXPERTS													
Case Associates/Mazars													
TOTAL EXPERTS COSTS	2,250,000	20,000	190,000	15,000	425,000	50,000	950,000	50,000	75,000	250,000	25,000	50,000	150,000
OTHER THIRD PARTY													
Claims noticing and administration - Epiq/Hilsoft***		3,500,000	50,000	10,000								3,440,000	
E-disclosure provider - AlixPartners		1,000,000			1,000,000								
PR Consultant - Jim Baxter Media****		250,000											
Consultants fees		100,000											
TOTAL OTHER THIRD PARTY FEES	4,850,000												
GRAND TOTAL (excluding VAT)	19,505,000	220,000	905,000	625,000	4,695,000	745,500	1,450,000	620,000	990,000	2,470,500	350,000	3,790,000	2,294,000
GRAND TOTAL (including VAT)	23,406,000												

* Additional lawyers from QE's US and Australian offices will be involved where necessary to address foreign law issues raised by MasterCard

** Variations due to rounding

*** Claims administration budget rises to a maximum of £10 million

**** PR consultant costs are expected to be incurred for the most part at the outset of the proposed claim and then at judgment or any settlement

1. Pre-action - includes advice regarding proposed claim, funding, negotiating funding agreement, media strategy, instructing other advisors, considering data protection issues, preparing preliminary expert analysis on quantum, drafting Letter Before Action

2. Claim form and all associated documents - includes drafting Application/Collective Proceedings Claim Form, Witness Statement of Walter Hugh Merricks, Litigation Plan, preparing Epiq/Hilsoft plan, preparing Independent Expert Report on Common Issues, liaising and advising Mr. Merricks throughout.

3. Certification hearing (and preparation) - includes inter parties correspondence, correspondence with the Tribunal, preparing for and attending case management conference, reviewing MasterCard's response to the Application for a Collective Proceeding Order, preparing Reply, preparing skeleton arguments, liaising with experts and preparation for their attendance at the hearing, attending two day hearing (third day in reserve), preparing hearing bundles, advice to Mr. Merricks throughout.

4. Disclosure - includes negotiating and agreeing disclosure parameters, reviewing MasterCard's disclosure, third party disclosure and all applications in respect of disclosure. It also accounts for significant involvement on the part of the experts in relation to disclosure to facilitate and promote any early discussions between the experts that may be ordered to take place (should such an order be made by the Tribunal). Assumes disclosure runs for 4-6 months with a full time team of 10-12 paralegals doing first level review (5 days a week, 8 hours days) and use is made of predictive coding.

5. Witness Statements - included preparation of witness evidence (assuming one witness statement in response to potential limitation challenge and two to three witnesses of fact for the hearing), reviewing and assessing MasterCard witnesses (assumes six to seven witnesses of fact identifying and preparing reply witness statements, considering third party (merchants) witness statement and preparing reply evidence in respect of pass-on).

6. Experts - includes preparing expert reports, reviewing and considering MasterCard's expert reports, preparing reply expert reports, dealing with any applications and disputes regarding expert evidence and documents.

7. Mediation and settlement - includes preparing for and attending any mediation/settlement discussions, preparing submissions to the Tribunal for approval of any settlement and expert opinion in support of settlement (assumes costs of submissions to the Tribunal and expert opinion are equally shared by the parties in the event of a settlement), advice to Mr. Merricks throughout.

8. Pre-trial - includes applications, preparing for and attending PTR hearing (assumed to be 1-2 days), witness and experts preparation, expert meetings and preparation of expert statement on issues agreed and not agreed, inter parties correspondence, drafting skeleton arguments, considering MasterCard's skeleton argument, preparing hearing bundles, notifications to the class, advice on Merricks throughout.

9. Trial - attending eight week trial (10 hours a day), including drafting closing submissions, transcript review, all out of court hours, hearing trial review and preparation, dealing with the media, advising Mr. Merricks throughout.

10. Post-trial - includes inter parties correspondence regarding costs, compliance with Rules 92 and 93 regarding assessment and distribution of damages, costs assessment (if not agreed), application to the Tribunal regarding payment to third party litigation funder, advising Mr. Merricks throughout.

11. Administration of proceeds - includes class notification and communications, dealing with the media, processing claims and making payments, updating the Tribunal. Assumes a 9 month window for claims to be made.

There is no separate budget for interlocutory applications or any preliminary issues. The estimated fees for these are covered in the other categories. For example, the witness evidence in respect of any limitation defence are covered in the estimated costs for witness evidence, or any interlocutory applications regarding expert evidence and related issues are budgeted for in the experts' costs. Likewise, preparation for any preliminary issue hearings are reflected in the pre-trial estimated costs.

This budget has been prepared with the objective of ensuring that there are sufficient funds available for the proposed class representative to see the proceedings through to judgment if necessary, in circumstances where at the outset the proposed class representative has little in the way of information about matters such as how many documents there may be, the availability of witnesses to respond to the evidence of MasterCard and other such issues. This necessitated an overly cautious approach to how much work and time will need to be spent. There is a much greater degree of information asymmetry in the proposed collective action than is normally the case in litigation.

Breakdown of total hours for the solicitors - partners - 2,105; mid to senior associates - 4,245; junior associates - 5,363; paralegals/interns - 10,865

PROPOSED TIMETABLE

ESTIMATED DATE/RANGE	STEP IN PROCEEDINGS	COMMENTS
8 Sept 2016	S.47B CA98 Claim and CPO Application (together with all supporting evidence and documents) filed under Rule 75 of the Tribunal's Rules 2015	This timetable is prepared on the basis of the proposed Defendants' solicitors, Freshfields Bruckhaus Deringer, confirmed on 31 August 2016 that they are authorised to accept service on behalf of all proposed Defendants
w/c 12 September 2016	Pursuant to Rule 76(1) the Registrar of the Tribunal will acknowledge receipt to the proposed class representative and direct that the proposed class representative to serve the collective proceedings claim form on the defendant; such directions may include any further matters as set out in Rule 76(3) (including, <i>inter alia</i> , the time and method for service and the date for acknowledging service)	
Mid – End September 2016	Proposed class representative to serve CPO Application and Claim Form on the proposed Defendants (and provide a copy to the CMA ¹)	Following receipt of the Acknowledgement of Service the Tribunal will publish a summary of the CPO Application
Early October 2016 (within 7 days of service of the CPO Application and Claim Form)	Defendant to acknowledge service pursuant to Rule 76(4)	

¹ Rule 76(6) Tribunal's Rules 2015.

<p>Early October 2016</p>	<p>Pursuant to Rule 76(7) the Registrar will notify the proposed class representative of the receipt of an acknowledgment of service</p> <p>Pursuant to Rule 76(8) the Registrar will publish a summary of the collective proceedings claim form on the Tribunal Website in any other manner the President may direct</p>	
<p>Late October / November 2016</p>	<p>Pursuant to Rule 76(9) the Tribunal will hold the first case management conference at which it will give directions for (i) the timetable for the defendant to respond to the CPO application; (ii) the time by which any person may object to the CPO application and/or the authorisation of the proposed class representative; (iii) the CPO hearing. The proposed class representative also seeks directions for a disclosure report and EDQ to be filed if a CPO is made</p>	
<p>November 2016</p>	<p>Applicant to publicise:</p> <ul style="list-style-type: none"> (1) The date of the CPO hearing; (2) The location of the CPO hearing; and (3) The date for any objections to the CPO application and/or authorisation of the class representative 	<p>This step is presumed after the Tribunal's Order of 15 July 2016 in <i>Dorothy Gibson v Pride Mobility Scooters Limited</i></p>
<p>January 2017</p>	<p>CPO Application hearing</p>	<p>Likely to be 3-4 days based on the listing in <i>Dorothy Gibson v Pride Mobility Scooters Limited</i></p>
<p>February 2017</p>	<p>CPO issued pursuant to Rule 77, authorisation of the class representative</p>	<p>It is presumed for the purposes of this document that a CPO is made</p>

	<p>pursuant to Rule 78, certification of the claims as eligible for inclusion in collective proceedings pursuant to Rule 79 and Rule 81 Notice issued to the class</p> <p>CPO to include directions (under Rule 77(2)(a)) for the dates for the filing of the Defence and Reply</p>	
February / March 2017	Expected domicile date pursuant to Rule 80(1)(g)	
March / April 2017	Defence to S.47B Claim to be filed and any Reply to be filed	
April 2017	Deadline for opt-out/opt-in to be completed pursuant to Rule 82	It is noted that Rule 83 requires the Class Representative to maintain a register of opt-outs and opt-ins
May / June 2017	Case Management Conference pursuant to Rule 54 and 88(1) to give directions for timetable to trial and dealing with applications (any specific/third party disclosure applications to be filed and heard at this Case Management Conference)	
July – September 2017	Disclosure by Defendant pursuant to Rule 60 and 89	
September - December 2017	Witness statements and reply witness statements to be exchanged by parties	Rule 55 allows the Tribunal to issue directions in relation to evidence. It is presumed for the purposes of this document that the parties are permitted to file witness statements and reply witness statements

January-March 2018	Expert Reports and Reply Expert Reports to be exchanged	Rule 55 allows the Tribunal to issue directions in relation to evidence. It is presumed for the purposes of this document that the parties are permitted to file expert evidence and reply expert evidence
April 2018	Experts meetings and list of agreed/ not agreed issues to be produced	It is anticipated that this case will involve the need for expert meetings to refine issues / agree a list of common issues
May 2018	Pre-Trial Review	
June 2018	Skeleton arguments to be filed	
July - November 2018	Trial	A trial of 8-10 weeks, including reading time and time for preparation of written closing submissions is currently envisaged. It is anticipated that the Tribunal will not sit during the summer vacation of August 2018
2019	Judgment and aggregate award of damages together with directions for assessment of the amount that may be claimed pursuant to Rule 92	
2019	Distribution of damages to the class representative for distribution to class members pursuant to Rule 93	
By December 2019	Application under Rule 93(4) of the Rules and hearing on payment of the class representative's unrecovered costs and disbursements from any undistributed damages	