

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Withdrew Cash from a Non-Bank ATM and were Assessed a Surcharge?

You Could Get Money From a \$167.5 Million Settlement.

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

- There is a proposed Settlement in a class action lawsuit that says Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Plus System, Inc. (“Visa”) and Mastercard Incorporated and Mastercard International Incorporated d/b/a Mastercard Worldwide (“Mastercard”) network operating rules violated antitrust laws by prohibiting independent automated teller machine (“IATM”) operators from charging differential ATM surcharges (also called access fees). IATM operators were not allowed to “discount” or charge cardholders a lower access fee if transactions could be processed on competing networks that cost less than the Visa or Mastercard networks. Therefore, cardholders paid higher access fees to use IATMs than they should have. Visa and Mastercard deny they did anything wrong.
- Generally, you are included in the Settlement as part of the Nationwide Class if you are in the United States, were charged a surcharge (or access fee) to withdraw cash from your deposit account using an ATM or pin-debit card at an independent ATM (an ATM not owned by a bank or financial institution) located in the United States (including its territories). You may also be included as part of the Statewide Classes for California, Illinois, Massachusetts, and Michigan. You may be able to get money from this Settlement if your cash withdrawal transactions were made between October 24, 2007, and [Date of Preliminary Approval], and were not fully reimbursed by your bank.
- The \$167.5 million Settlement Fund will pay (1) attorneys’ fees, costs, and expenses; (2) notice and administration costs; (3) taxes and tax expenses; (4) service awards to the class representatives; and (5) money to eligible Class Members.
- Please carefully read this Notice and the Settlement Agreement available at www.NonbankATMSurchargeSettlement.com. Your legal rights may be affected whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	You must submit a valid claim form to get a payment in this Settlement.	[Month 00, 2026]
EXCLUDE YOURSELF	This is the only option that allows you to sue Visa or Mastercard on your own, or as part of any other lawsuit, for the claims in this case. If you exclude yourself, you will <u>not</u> be eligible to get a payment from the Settlement.	[Month 00, 2026]

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
	You can exclude yourself from the Settlement by mailing a letter to the Claims Administrator saying you want to opt out.	
OBJECT	You can write the Court about why you like or do not like the Settlement.	[Month 00, 2026]
ATTEND A HEARING	You can also ask to speak to the Court at the hearing about the fairness of the Settlement, with or without your own attorney.	[Month 00, 2026]
DO NOTHING	If you do nothing, you will not get any money from this Settlement. You will also give up your legal right to sue Visa and Mastercard for the claims in this case.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- Payments will only be made if the Court approves the Settlement and after any appeals, if any, are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 5

1. Why is there a notice?..... 5

2. What is this lawsuit about? 5

3. What is an Independent ATM or IATM?..... 5

4. Why is this a class action? 6

5. Why is there a Settlement? 6

6. What are the other related lawsuits? Why did I get other notices? 6

WHO IS IN THE SETTLEMENT?..... 7

7. Who is included in the Settlement? 7

8. Who is not included? 7

THE SETTLEMENT BENEFITS..... 7

9. What does the Settlement provide?..... 7

10. How much money can I get from the Settlement? 8

11. What am I giving up to stay in the Settlement? 8

HOW TO GET A PAYMENT—MAKING A CLAIM 8

12. How can I get a payment?..... 8

13. When will I get my payment?..... 8

14. What happens if my contact information changes? 9

15. What happens if some of the money remains after distribution?.....9

THE LAWYERS REPRESENTING YOU..... 9

16. Do I have a lawyer in the case? 9

17. How will the lawyers be paid?..... 10

EXCLUDING YOURSELF FROM THE SETTLEMENT..... 10

18. How do I exclude myself from the Settlement?..... 10

19. If I exclude myself, can I still get a payment? 10

20. If I don’t exclude myself, can I sue Visa and Mastercard for the same thing later? 11

21. What happens if I exclude myself?..... 11

22. If I exclude myself, am I still represented by Class Lead Counsel? 11

OBJECTING TO THE SETTLEMENT..... 11

23. How do I tell the Court that I do not like the Settlement? 11

24. If I object to the Settlement, can I still file a claim? 12

25. What’s the difference between excluding yourself and objecting?..... 12

DOING NOTHING..... 12
26. What happens if I do nothing at all? 12

THE COURT’S FAIRNESS HEARING 12
27. When and where will the Court decide whether to approve the Settlement? 12
28. Do I have to come to the Fairness Hearing? 13
29. May I speak at the hearing? 13

GETTING MORE INFORMATION..... 13
30. How do I get more information?..... 13

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement, and your rights and options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. Your legal rights are affected whether you act or not.

Judge Richard J. Leon, of the United States District Court for the District of Columbia, is currently overseeing this case. This lawsuit is called *Burke v. Visa Inc.*, No. 1:11-cv-01882. The people who filed the class action case are called the Plaintiffs. The Defendants in the lawsuit are Visa and Mastercard.

2. What is this lawsuit about?

The lawsuit says that certain network operating rules in the Visa and Mastercard agreements with IATM operators violated federal and state antitrust laws. The laws include the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, and California, Illinois, Massachusetts, and Michigan state antitrust laws.

When cardholders use an ATM that is not associated with their bank, they must pay a surcharge or “access fee” to withdraw money from their bank accounts. Networks, owned by companies such as Visa and Mastercard, facilitate these transactions and connect the ATM to the cardholder’s bank.

The Visa and Mastercard operating rules prohibit IATM operators from charging different ATM access fees or “discounting” (charging cardholders a lower access fee) if transactions could be processed on competing networks that cost less than the Visa or Mastercard networks. Plaintiffs claim that the operating rules are price fixing, and cardholders paid higher access fees to use independent ATMs than they should have.

Visa and Mastercard deny these claims and that they did anything wrong.

This Notice is only a summary. More detail is provided in the Settlement Agreement, available at www.NonbankATMSurchargeSettlement.com.

3. What is an Independent ATM or IATM?

An Independent ATM (or “IATM”) is an automated teller machine that is not owned by Visa, Mastercard, or any bank or other financial institution.

4. Why is this a class action?

In a class action, one or more people called “class representatives” (in this case, Peter Burke, Kent Harrison, Marin P. Heiskell, and Brian Byrnes) sue on behalf of people who have similar claims. All of these people are a “class” or “class members.” One court and one case resolve the issues for all class members, except for those people who exclude themselves from the class.

5. Why is there a Settlement?

By agreeing to the Settlement, both sides avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this Notice. The Court has not decided in favor of the Plaintiffs or Visa and Mastercard. Instead, both sides have voluntarily participated in a formal mediation and have agreed to a Settlement. The proposed Settlement does not mean that any law was broken or that Visa or Mastercard did anything wrong. Class Co-Lead Counsel and the class representatives believe that the Settlement is best for all Class Members.

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

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

This Notice is about a proposed Settlement in the case called *Burke v. Visa Inc.*, No. 1:11-cv-01882. This case involves individuals who were charged unreimbursed access fees to withdraw cash at independent ATMs. There is now a proposed Settlement with Visa and Mastercard. **This Notice is about the proposed Settlement in this case.**

Another related case is called *Mackmin v. Visa Inc.*, No. 1:11-cv-01831. This case involves individuals and entities who were charged unreimbursed access fees to withdraw cash at bank-operated ATMs. You may have received previous notices about settlements in this case that were with certain banks (“first settlements”) and/or with Visa and Mastercard (“second settlement”). The first settlements were approved on August 22, 2022, and totaled \$67 million. The second settlement was approved on June 20, 2025, and totaled \$197.5 million. You may have filed a claim and/or received a payment from these settlements.

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

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

WHO IS IN THE SETTLEMENT?

7. Who is included in the Settlement?

You are included in the Settlement as part of the Nationwide Class if you are a person who was charged an access fee for a domestic cash withdrawal transaction at an Independent ATM (“IATM”) in the United States between October 24, 2007, and [Date of Preliminary Approval], and were not fully reimbursed by your bank.

A domestic cash withdrawal transaction is a transaction to withdraw cash from a customer’s deposit account using an ATM or pin-debit card at an IATM terminal located within the United States, including its territories. It does not include any credit card transaction or any transaction involving a cash advance or prepaid card.

You may also be included in the Settlement as part of one or more of the Statewide Classes if you were in California, Illinois, Massachusetts, and/or Michigan when you were charged an access fee for a domestic cash withdrawal transaction at an IATM between October 24, 2007, and [Date of Preliminary Approval], and were not fully reimbursed by your bank.

8. Who is not included?

The Class does not include:

- Visa and Mastercard;
- Visa and Mastercard’s officers, directors, and employees;
- Any entity in which Visa or Mastercard have a controlling interest;
- Visa’s and Mastercard’s affiliates, legal representatives, heirs, or assigns;
- Federal, state, or local government entities;
- Any judicial officer presiding over this case, their staff, and any member of their immediate family;
- Any juror assigned to this case; and
- Anyone that excludes themselves from the Settlement (*see* Question 18).

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

If the Settlement is approved, Visa and Mastercard will collectively pay \$167,500,000—Visa (\$88,775,000.00) and Mastercard (\$78,725,000.00)—into a Settlement Fund. After deductions for attorneys’ fees, litigation costs, and other expenses; taxes and tax expenses; up to \$3 million in notice and administration costs; and service awards, the Net Settlement Fund will be distributed to Class Members who submit valid claims.

The Settlement Agreement, available at www.NonbankATMSurchargeSettlement.com, has more information.

10. How much money can I get from the Settlement?

Each valid claim will be eligible to receive a *pro rata* (or proportional) share of the Net Settlement Fund, based on the number of qualifying surcharged transactions that are submitted. Because the amount of each payment depends on the number of approved transactions, nobody can know in advance how much the payment will be.

11. What am I giving up to stay in the Settlement?

Unless you exclude yourself, you will remain in the Settlement. You will give up your right to separately sue Visa and Mastercard about the claims in this lawsuit. All of the Court’s decisions and judgments will bind you.

The Settlement Agreement describes the specific claims you will give up (or “release”), so read it carefully. The Settlement Agreement is available at www.NonbankATMSurchargeSettlement.com. If you have questions, you may contact the Claims Administrator by writing to XXXXXXXXXX, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217, emailing info@NonbankATMSurchargeSettlement.com, or calling the toll-free number 1-800-000-0000.

HOW TO GET A PAYMENT—MAKING A CLAIM

12. How can I get a payment?

To ask for a payment, you must complete and submit a Claim Form. You can get a Claim Form at www.NonbankATMSurchargeSettlement.com or by calling 1-800-000-0000.

You must submit your Claim Form online at www.NonbankATMSurchargeSettlement.com or by mail, received no later than **Month 00, 2025**. Claims submitted by mail should be sent to:

XXXXXXXXXXXXXX
c/o A.B. Data, Ltd.
P.O. Box 0000
Milwaukee, WI 53217

13. When will I get my payment?

The Court is scheduled to hold a hearing on [Month 00, 2025], to decide whether to approve the Settlement. The hearing may be held electronically or moved to a different date or time without additional notice, so it is a good idea to check www.NonbankATMSurchargeSettlement.com for additional information. If the Court approves the Settlement, that decision may be appealed. It is hard to estimate how long it might take for any appeals to be resolved. If the Settlement is approved and no appeals are filed, the Claims Administrator anticipates that payments will be sent out within

six months. Settlement payments will be digitally sent to you via email. Please make sure you provide a current, valid email address on the Claim Form. When you receive the email notifying you about your payment, you will be provided with a number of digital payment options to select from, such as PayPal or a virtual debit card. For many people, this is the easiest and quickest option to receive money. You will also have the opportunity to request that a check be mailed to you by the Claims Administrator. Please be patient. Updates will be posted on the website, www.NonbankATMSurchargeSettlement.com.

14. What happens if my contact information changes?

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

XXXXXXXXXXXXXX
c/o A.B. Data, Ltd.
P.O. Box 0000
Milwaukee, WI 53217
info@NonbankATMSurchargeSettlement.com

15. What happens if some of the money remains after distribution?

If there is any money remaining after all claims are processed, those funds will be paid to a non-profit organization or “next best” recipient as approved by the Court. No remaining funds will be returned to Visa or Mastercard.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers at the following law firms to represent you and the other Class Members as “Class Co-Lead Counsel:”

<p>Douglas G. Thompson Finkelstein Thompson LLP 2201 Wisconsin Ave. NW Suite 200 Washington, DC 20007</p>	<p>Christopher Lovell Lovell Stewart Halebian Jacobson LLP 500 Fifth Avenue Suite 2440 New York, NY 10110</p>
--	--

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the lawyers be paid?

You do not have to pay Class Co-Lead Counsel. Class Co-Lead Counsel have not been paid anything to date for their work on this case. Class Co-Lead Counsel will ask the Court for attorneys’ fees of up to 30% of the Settlement Fund, plus reimbursement of costs and expenses. Class Co-Lead Counsel will also ask the Court for service awards up to \$17,500 for each class representative for their work on behalf of the Nationwide and Statewide Classes.

Any attorneys’ fees and expenses and service awards approved by the Court will be paid out of the Settlement Fund.

When Class Co-Lead Counsel’s motion for fees, expenses, and class representative service awards is filed, it will be available at www.NonbankATMSurchargeSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep your right to sue or continue to sue Visa or Mastercard on your own about the claims in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or “opting out.”

18. How do I exclude myself from the Settlement?

You may exclude yourself by mailing a letter to the Claims Administrator (at the address below) with the following information:

- A statement that you are a Class Member and want to be excluded from the Settlement in *Burke v. Visa Inc.*, No. 1:11-cv-01882;
- Your full name, address, and telephone number;
- Your email address (if any); and
- Your signature.

You must mail your letter, so it is received no later than **[Month 00, 2025]**, to:

XXXXXXXXXXXXXX
ATTN: EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

19. If I exclude myself, can I still get a payment?

No. If you exclude yourself, you will not be eligible to receive a payment from the Settlement with Visa and Mastercard.

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

No. Unless you opt out, you give up the right to sue Visa and Mastercard for the claims this Settlement resolves.

21. What happens if I exclude myself?

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

22. If I exclude myself, am I still represented by Class Co-Lead Counsel?

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

OBJECTING TO THE SETTLEMENT

23. How do I tell the Court that I do not like the Settlement?

You have a right to object to or comment on any part of the proposed Settlement and/or the request for attorneys' fees, costs, and expenses, and service awards. The Court will consider your views. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court does not approve the Settlement, no Settlement payments will be made, and the lawsuit against Visa and Mastercard will continue. If that is what you want to happen, you must object.

To comment on or object, you must mail a letter with the following information:

- The name and case number of this lawsuit, *Burke v. Visa Inc.*, No. 1:11-cv-01882;
- Your full name, address, and telephone number;
- Your email address (if any);
- An explanation of why you believe you are a Class Member;
- A statement saying you object to the Settlement in this case;
- A statement whether the objection applies only to you, to a specific subset of the Nationwide and/or Statewide Class(es), or to the all the Class(es);
- The reasons you object;
- Any documents and/or supporting evidence;
- A statement of whether you (or your lawyer) intend to appear and speak at the Final Fairness Hearing;
- Your lawyer's signature (if you have one); and
- Your signature.

You must mail your objection to (or file it with) the Court at the following address, postmarked by [MONTH 00, 2025]:

Court
Court Clerk
United States District Court for the District
of Columbia
333 Constitution Avenue NW
Washington, DC 20001

24. If I object to the Settlement, can I still file a claim?

Yes. You may file a claim even if you object to, or comment on, the Settlement.

25. What’s the difference between excluding yourself and objecting?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not approve it. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself is telling the Court that you do not want to be a part of the Settlement and do not want the Settlement to apply to you. If you exclude yourself, you cannot receive a payment from the Settlement. If you exclude yourself, you will also have no right to object to the Settlement and appear at the Final Fairness Hearing, because the case no longer affects you.

DOING NOTHING

26. What happens if I do nothing at all?

If you do nothing, you will stay a Class Member and will not be able to sue Visa or Mastercard for the claims in this lawsuit. You will be bound by the Court’s decisions. If the Court approves the Settlement, you will not get any money.

To ask for a payment, you must complete and submit a Claim Form by [Month 00, 2025] (see Question 12).

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at [X:00 x.m.] on [Month 00, 2025], at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Courtroom 18, Washington,

D.C. 20001. The hearing may be moved to a different date or time without additional notice, so be sure to check www.NonbankATMSurchargeSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. The Court may also decide whether to award attorneys' fees, costs, and expenses and service awards for the class representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

28. Do I have to come to the Fairness Hearing?

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

29. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Burke v. Visa Inc.*, No. 1:11-cv-01882." Be sure to include your full legal name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [Month 00, 2025], and must be sent to the Court's address listed in Question 23.

GETTING MORE INFORMATION

30. How do I get more information?

This Notice is only a summary. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting www.NonbankATMSurchargeSettlement.com. If you have questions, you also may contact the Claims Administrator by writing to XXXXXXXXXX, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217, emailing info@NonbankATMSurchargeSettlement.com, or calling the toll-free number 1-800-000-0000.

All of the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.dcd.uscourts.gov>. You may also obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington, D.C. 20001, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court-observed holidays.