

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
IN RE: :
 :
VISA CHECK/MASTERMONEY :
ANTITRUST LITIGATION :
This Document Relates To :
 :
ALL ACTIONS :
-----X

MASTER FILE NO. CV-96-5238

(Gleeson, J.) (Mann, M. J.)

**DECLARATION OF PERRY CARBONE REGARDING
THE WELLS FARGO ORDER TO SHOW CAUSE**

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, Perry Carbone, declare as follows:

1. I am a Senior Project Manager for The Garden City Group, Inc. (“GCG”), the Claims Administrator retained by Plaintiffs’ Lead Counsel (“Lead Counsel”) and authorized by the Court in connection with the settlements in the above-captioned action. For the past four years, I have had day-to-day responsibility for the administration of this matter.

2. At the request of Lead Counsel, I have been asked to provide the following information in connection with the October 8, 2009 Order to Show Cause issued in response to the application filed by Wells Fargo Retail Finance II, LLC (“Wells Fargo”) concerning its rights to receive confidential claim information for, as well as settlement proceeds due to, certain class members, as well as permitting Wells Fargo to participate in the class action as a timely filer with respect to seeking future distributions from the settlement fund.

3. As instructed in the Orders granting preliminary approval of the settlement agreements entered into between Visa and MasterCard, and Lead Counsel, GCG mailed more than 8.1 million notices to Class Members beginning on June 27, 2003. In addition, summary notices were posted via various media outlets reaching an audience of more than 150 million between June 20, 2003 and August 4, 2003. Various merchant advisories issued by Lead Counsel which provided information pertaining to the settlement agreements and the impending claims process were also posted on the settlement website between July 22, 2003 and September 19, 2005. Inclusive of those merchant advisories were at least five notices that were issued during the summer of 2005 alerting class members of the upcoming distribution of claim forms.

4. Between September 19, 2005 and September 29, 2005, GCG mailed more than 8.1 million claim packets to Class Members. Class Members initially had until November 28, 2005 to complete and return their claim forms or provide data to support the consolidation of multiple business locations. At Lead Counsel's request, and with the permission of this Court, that deadline was extended to December 28, 2005. However, while Lead Counsel set a cutoff of July 31, 2006 for Class Members to request a claim packet (which essentially set an October 29, 2006 claim filing deadline), Lead Counsel elected to allow Class Members to continue filing claims until this Court ordered that the last and final day to file claims was September 15, 2008.

5. GCG received some 280,000 claims after the initial deadline of November 28, 2005. Of those, approximately 18,000 claims were received between the extended deadline of December 28, 2005, and the last and final day to file a claim, September 15, 2008, and an additional 10,000

claims were received on September 15, 2008. In addition, GCG has received 10 late claims filed after the September 15, 2008 deadline.

6. Notice of these claim filing deadlines was posted on the settlement website. For example, prior to the December 28, 2005 claim filing deadline, GCG posted Lead Counsel's merchant advisories on October 12, 2005, November 14, 2005 and December 23, 2005.

7. On July 22, 2008, this Court granted Lead Counsel's July 3, 2008 request to set a September 15, 2008 deadline for the filing of all claims for Signature Debit overcharges, as referenced in Paragraph 5 above. In advance of this deadline, GCG implemented a Court-approved Publication Plan, which, among other things, included an August 4, 2008 press release issued by Lead Counsel over the PR and Hispanic newswires. The Fifth Report of Approved Claims and Affidavit of Neil L. Zola dated December 8, 2008 describes this plan in detail. The published summary notice, which was designed to reach over 37 million subscribers along with approximately 80 million readers, pointed claimants to the distribution website and telephone hotline for further information concerning the claim filing deadline.

8. To date, GCG has paid approximately 677,000 claims involving signature debit and credit overcharges for a total value of \$1.38 billion and approximately 120,000 claims involving PIN debit overcharges for a total value of \$257.3 million.

9. In April 2009, Wells Fargo contacted Lead Counsel and requested detailed claim information, as well as the remittance of future payments from the settlement fund, for seven

class members that had previously filed for bankruptcy including Golf America Stores, Inc., HGG Acquisition Corp., a/k/a McCrory Corp., Aslanyan & Kocoglu, Inc. d/b/a Leathermode, Wickes Furniture Company, Inc., Gantos, Inc., The Music Network, Inc., and SLJ Retail, LLC (“Bankrupt Class Members”). GCG has no record of being contacted by Wells Fargo prior to April 2009 concerning these claims.

10. Attached hereto as Exhibits A and B are letters, dated December 28, 2005, and February 17, 2006, respectively, from the attorney for the trustee of a class member in bankruptcy, other than the Bankrupt Class Members mentioned above, to the Claims Administrator.

11. Shortly after Wells Fargo contacted Lead Counsel, GCG researched the Visa Transactional Database in order to determine if any claims had been previously filed by any of the Bankrupt Class Members. Two of the seven entities did file a claim, and those claims were paid in the December 2006 and December 2007 distributions. The other five entities, however, did not file a claim.

12. Based on confidentiality Orders previously issued by this Court, it is GCG’s policy not to provide confidential class member data to any party other than the class member itself, or its legal counsel, without proper documentation evidencing that the class member has authorized such action. Similarly, it is GCG’s policy not to transfer the ownership of a claim without the express written consent of the class member itself, or its legal counsel, without the aforementioned authorization.

13. Between April and September of 2009, Wells Fargo provided several documents to Lead Counsel and GCG for each of the Bankrupt Class Members in an attempt to allay the confidentiality and claim ownership concerns. These documents included loan and security agreements between Wells Fargo and the Bankrupt Class Members as well as summarized docket information, motions, and various Orders issued by the Courts holding jurisdiction over each class member's bankruptcy proceeding. At Lead Counsel's request, GCG reviewed these documents internally with its bankruptcy group. In each instance GCG determined that, while Wells Fargo may have a security interest in certain assets pertaining to the Bankrupt Class Members, the documents provided did not prove that Wells Fargo had the explicit authority to receive confidential claim information and forthcoming payments, absent consent from the class members themselves, or by Order of this Court.

A handwritten signature in black ink, appearing to read 'Perry Carbone', is written over a solid horizontal line.

Perry Carbone