

**CANADIAN CREDIT CARD FEES CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made on April 22, 2015

(the "Execution Date")

Between

**COBURN AND WATSON'S METROPOLITAN HOME DBA METROPOLITAN
HOME, HELLO BABY EQUIPMENT INC., JONATHON BANCROFT-SNELL,
1739793 ONTARIO INC., 9085-4886 QUEBEC INC., PETER BAKOPANOS,
MACARONIES HAIR CLUB AND LASER CENTER INC. OPERATING AS
FUZE SALON**

(the "Plaintiffs")

and

Citigroup

TABLE OF CONTENTS

RECITALS	1
SECTION 1 - DEFINITIONS	4
SECTION 2 - SETTLEMENT APPROVAL	16
2.1 Best Efforts	16
2.2 Motions Certifying or Authorizing the Canadian Proceedings and Approving Notice 17	16
2.3 Agreement on Form of Orders	18
2.4 Sequence of Motions.....	18
SECTION 3 - SETTLEMENT BENEFITS	19
3.1 Payment of Settlement Amount	19
3.2 Taxes and Interest	20
3.3 Cooperation.....	21
SECTION 4 - DISTRIBUTION OF SETTLEMENT AMOUNT AND INTEREST	25
4.1 Distribution Protocol.....	25
4.2 No Responsibility for Administration or Fees	25
SECTION 5 - RELEASES, DISMISSALS AND STAYS	25
5.1 Release of Releasees	25
5.2 Covenant Not To Sue.....	27
5.3 No Further Claims.....	27
5.4 Dismissal of the Canadian Proceedings	28
5.5 Stay of the Additional Class Proceedings.....	28
5.6 Settlement of Quebec Proceeding	28
5.7 Claims Against Other Entities Reserved.....	29
5.8 No Assistance to Other Plaintiffs.....	29
5.9 Releases and Covenants	29
SECTION 6 - BAR ORDERS AND OTHER CLAIMS	30
6.1 British Columbia, Alberta, Saskatchewan and Ontario Bar Orders.....	30
6.2 Quebec Waiver or Renunciation of Solidarity Order	33
6.3 Material Term	34
SECTION 7 - EFFECT OF SETTLEMENT	35
7.1 No Admission of Liability	35
7.2 Agreement Not Evidence	35
7.3 No Further Litigation	36
SECTION 8 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY	37
8.1 Settlement Class and Common Issue	37
8.2 Certification or Authorization Without Prejudice.....	37
SECTION 9 - NOTICE TO SETTLEMENT CLASS	37
9.1 Notices Required.....	37
9.2 Form and Distribution of Notices	38
9.3 Notice of Distribution	38
SECTION 10 - ADMINISTRATION AND IMPLEMENTATION	38

10.1	Mechanics of Administration.....	38
SECTION 11	- CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES	38
11.1	Notice Costs	38
11.2	Approval of Payment	39
SECTION 12	- TERMINATION OF SETTLEMENT AGREEMENT	39
12.1	Right of Termination.....	39
12.2	If Settlement Agreement is Terminated.....	41
12.3	Allocation of Monies in the Trust Account Following Termination	42
12.4	Survival of Provisions After Termination.....	43
SECTION 13	- OPTING-OUT	43
SECTION 14	- MISCELLANEOUS	43
14.1	Releasees Have No Liability for Administration.....	43
14.2	Motions for Directions	44
14.3	Further Acts	44
14.4	Publicity	44
14.5	Headings, etc.....	45
14.6	Computation of Time	45
14.7	Ongoing Jurisdiction.....	46
14.8	Governing Law	46
14.9	Entire Agreement	46
14.10	Amendments and Waivers	47
14.11	Binding Effect.....	47
14.12	Counterparts	47
14.13	Negotiated Agreement	48
14.14	Language.....	48
14.15	Transaction.....	49
14.16	Recitals.....	49
14.17	Schedules	49
14.18	Notice	49
14.19	Acknowledgements.....	50
14.20	Authorized Signatures.....	51
SCHEDULE A	52
SCHEDULE B	71
SCHEDULE C	78

**CANADIAN CREDIT CARD FEES CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

A. WHEREAS the Plaintiffs have commenced the Canadian Proceedings in the Courts and allege that the Defendants, including Citigroup Inc., participated in the Alleged Conspiracy, and the Plaintiffs claim class-wide damages allegedly caused as a result of the Alleged Conspiracy, as well as equitable relief;

B. AND WHEREAS Citigroup Inc., through its alleged participation in the Visa and MasterCard networks, is alleged to have received Interchange Fees in Canada during the Class Period;

C. AND WHEREAS Citigroup believes that it is not liable in respect of the Alleged Conspiracy, and believes it has good and reasonable defences in respect of the claims advanced in the Canadian Proceedings;

D. AND WHEREAS Citigroup does not admit through the execution of this Settlement Agreement any allegation of unlawful conduct as alleged in the Canadian Proceedings or at all;

E. AND WHEREAS the Parties agree that neither this Settlement Agreement nor any statement made in the negotiations thereof shall be deemed or construed to be an admission by or evidence against Citigroup or evidence of the truth of any of the Plaintiffs' allegations against Citigroup, which Citigroup expressly denies;

F. AND WHEREAS, despite its belief that it is not liable in respect of the Alleged Conspiracy and that it has good and reasonable defences in respect of the claims advanced in the Canadian Proceedings, Citigroup has negotiated and entered into this Settlement Agreement to

avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation of the Canadian Proceedings and any other present or future litigation arising out of the facts that gave rise to the Canadian Proceedings, to avoid the risks inherent in uncertain, complex and protracted litigation and to achieve final resolutions of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs on their own behalf and on behalf of the classes they seek to represent in relation to the Alleged Conspiracy;

G. AND WHEREAS Citigroup expressly reserves its rights to contest or appeal certification of other related or unrelated proceedings and assert that the actions herein would not be appropriately certified in the absence of this Settlement Agreement, and that this Settlement Agreement does not constitute in any way a precedent to support the certification of classes of this nature;

H. AND WHEREAS counsel for the Releasees have engaged in extensive arm's-length settlement discussions and negotiations with Class Counsel in respect of this Settlement Agreement;

I. AND WHEREAS as a result of these settlement discussions and negotiations, Citigroup and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of settlement between Citigroup and the Plaintiffs, both individually and on behalf of the Settlement Class, subject to approval of all Courts;

J. AND WHEREAS as part of this resolution, Citigroup has agreed to pay the Settlement Amount for the benefit of the Settlement Class;

K. AND WHEREAS the Plaintiffs have agreed to accept the Settlement Amount, in part, because of the value of the Settlement Amount paid under this Settlement Agreement and the

value of the early cooperation Citigroup agrees to render or make available to the Plaintiffs and/or Class Counsel pursuant to this Settlement Agreement, as well as the attendant risks of litigation in light of the potential defences that may be asserted by Citigroup;

L. AND WHEREAS the Plaintiffs and Class Counsel recognize the heightened benefits of Citigroup's early cooperation in respect of the Canadian Proceedings, which continue to be defended by the Non-Settling Defendants;

M. AND WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the proposed dismissal of the Canadian Proceedings against Citigroup Inc., the value of the Settlement Amount and the early cooperation to be provided by Citigroup, the burdens and expense associated with prosecuting the Canadian Proceedings, including the risks and uncertainties associated with motions, trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent in each of the Canadian Proceedings;

N. AND WHEREAS the Plaintiffs and the Settlement Class intend to fully and completely settle and resolve the claims advanced in the Canadian Proceedings as against the Releasees on the Effective Date pursuant to this Settlement Agreement;

O. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a nationwide basis, without admission of liability, all of the Canadian Proceedings as against the Releasees;

P. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Canadian Proceedings as class proceedings and have consented to the Settlement Class and the Common Issue in each of the Canadian Proceedings;

Q. AND WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class and will seek to be appointed representative plaintiffs in their respective Canadian Proceedings;

R. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Plaintiffs have consented to a dismissal of the Canadian Proceedings as against Citigroup;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Canadian Proceedings as against Citigroup Inc. be settled and dismissed with prejudice and without costs, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

(1) *Acquirers* mean those persons entering into contracts with Merchants for the provision of Visa Credit Cards or MasterCard Credit Card services and charging Merchant Discount Fees, including, in some instances, Interchange Fees, in Canada.

(2) ***Additional Class Proceedings*** means the proceeding commenced by 1023926 Alberta Ltd. in the form of an action filed in the Alberta Court, File No. 1203 10620 (Edmonton Registry), filed on July 13, 2012, as amended on September 18, 2012, the proceeding commenced by The Crown & Hand Pub Ltd. in the form of an action filed in the Saskatchewan Court, Court File No. 1206 of 2012, filed on July 12, 2012, as amended on November 14, 2012 and any other proceeding commenced prior to the last Final Order in respect of the Alleged Conspiracy or relating to any conduct alleged, or which could have been alleged, against Citigroup by the Plaintiffs in the Canadian Proceedings.

(3) ***Administration Expenses*** mean all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of Notices and claims administration, but excluding Class Counsel Fees.

(4) ***Alberta Court*** means the Alberta Court of Queen's Bench.

(5) ***Alberta MasterCard Settlement Class*** means all Alberta resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(6) ***Alberta Proceeding*** means the proceeding commenced by Macaronies Hair Club and Laser Center Inc., operating as Fuze Salon, in the form of an action filed in the Alberta Court, File No. 1203 18531 (Edmonton Registry), filed on December 14, 2012.

(7) ***Alberta Visa Settlement Class*** means all Alberta resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(8) *Alleged Conspiracy* means the alleged unlawful conspiracy by the Defendants to fix, maintain, increase or control Merchant Discount Fees, including Interchange Fees, paid by Merchants who accepted payment by Visa Credit Cards or MasterCard Credit Cards in Canada during the Class Period and to restrict competition and impose unfair rules, contrary to Part VI of the *Competition Act*, the common law and the Civil Code of Quebec.

(9) *Approval Hearings* means the hearing of the motions brought by Class Counsel for the approval of the terms provided for in this Settlement Agreement in each of the Courts.

(10) *BofA Settlement* means the settlement that has been negotiated with Bank of America Corporation, and which is proceeding through the approval process;

(11) *BC Court* means the Supreme Court of British Columbia.

(12) *BC MasterCard Settlement Class* means all British Columbia resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(13) *BC Proceeding* means the proceeding commenced by Coburn and Watson's Metropolitan Home dba Metropolitan Home in the form of an action filed in the BC Court (Vancouver registry), Court File No. VLC-S-S-112003, filed on March 28, 2011, as amended.

(14) *BC Visa Settlement Class* means all British Columbia resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(15) **Canadian Proceedings** mean the BC Proceeding, the Alberta Proceeding, the Saskatchewan Proceeding, the Ontario Proceeding and the Quebec Proceeding.

(16) **Certification Hearings** mean the hearings of the motions brought by Class Counsel for the certification or authorization of the Canadian Proceedings as class proceedings as against Citigroup in each of the Courts.

(17) **Citigroup** means Citigroup Inc., Citi Cards Canada Inc., Citibank Canada and Citibank N.A.

(18) **Claims Administrator** means a Person proposed by Class Counsel and appointed by the Courts to administer this Settlement Agreement, including any claims process, in accordance with the provisions of this Settlement Agreement and any Distribution Protocol, and any employees of such Person.

(19) **Class Counsel** means Camp Fiorante Matthews Mogeran, Branch MacMaster LLP and Consumer Law Group.

(20) **Class Counsel Fees** include the fees, disbursements, costs, and other applicable taxes or charges of Class Counsel, including any applicable GST, HST, PST or QST.

(21) **Class Period** means March 23, 2001 to the latest date of the last judgment or order made with respect to claims against any of the Defendants in the Canadian Proceedings.

(22) **Common Issue** means: Did Citigroup conspire with others to fix, maintain, increase or control Interchange Fees paid by Merchants who accepted payment by Visa Credit Cards or MasterCard Credit Cards in Canada during the Class Period?

(23) **Confidential Opt-Out Threshold** means the threshold agreed to by the Parties, as set out in SCHEDULE C to this Settlement Agreement, which Schedule shall be kept confidential, and filed and maintained under seal in any filings in the Courts.

(24) **Courts** mean the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court and the Quebec Court (each a “Court”).

(25) **Defendant(s)** means, individually or collectively, the individuals or entities now or in the future named as defendants in the Canadian Proceedings.

(26) **Distribution Protocol** means a plan to be developed by Class Counsel for distributing the Settlement Amount and accrued interest, in whole or part, as approved by the Courts.

(27) **Document(s)** has the meaning given to “document” in rule 1-1(1) of the *British Columbia Supreme Court Civil Rules*.

(28) **Effective Date** means the date when all the Final Orders have been received from the Courts approving this Settlement Agreement.

(29) **Excluded Person(s)** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant’s subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

(30) **Execution Date** means the date the Parties execute this Settlement Agreement.

(31) **Final Order** means a final order made by a Court in respect of the approval of this Settlement Agreement once the time to appeal such order has expired without any appeal being

taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals.

(32) **Interchange Fees** mean interchange fees arising from transactions made under the terms of the Visa Network Rules and MasterCard Network Rules in Canada.

(33) **Interchange Threshold** means 3.5% of the aggregate Interchange Fees in any calendar year.

(34) **Issuers** means the banks or other financial institutions which issued Visa and/or MasterCard Credit Cards in Canada.

(35) **MasterCard** means MasterCard International Incorporated and MasterCard Canada, Inc.

(36) **MasterCard Credit Cards** mean credit cards issued by Issuers of MasterCard credit cards in Canada.

(37) **MasterCard Network Rules** means the MasterCard Worldwide MasterCard Rules, as amended.

(38) **Merchant Agreements** mean agreements entered into between Acquirers and Merchants which impose Merchant Discount Fees, including Interchange Fees, on Merchants whenever they accept payment from customers by way of Visa Credit Cards or MasterCard Credit Cards.

(39) **Merchant Discount Fees** mean fees paid by Merchants arising from the use of Visa Credit Cards or MasterCard Credit Cards in Canada.

(40) *Merchants* mean all persons or entities resident in Canada who accept payments from customers by way of Visa Credit Cards or MasterCard Credit Cards in exchange for the supply of goods or services.

(41) *Non-Settling Defendant(s)* means any Defendant that is not a Releasee, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the date of execution of this Settlement Agreement.

(42) *Notice of Certification/Authorization and Settlement Hearing* means the form or forms of notice, agreed to by the Plaintiffs and Citigroup, or such other form or forms as may be approved by the Courts, including potentially a form which is combined with the form required by the BofA Settlement, which informs the Settlement Class of: (i) the principal elements of this Settlement Agreement; (ii) the certification or authorization of the Canadian Proceedings; (iii) the dates and locations of the Approval Hearings.

(43) *Notice of Claims Procedure* means any form or forms of notice, agreed to by the Plaintiffs and Citigroup, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of: (i) the approval of this Settlement Agreement; and (ii) the process by which the Settlement Class Members may apply to obtain compensation from the Settlement Amount.

(44) *Notices* mean: (i) Notice of Certification/Authorization and Settlement Hearing; (ii) Notice of Claims Procedure; (iii) notice of termination of this Settlement Agreement if it is terminated after notice provided for in accordance with (i) above or otherwise ordered by the Courts; and (iv) any other notice that may be required by the Courts.

(45) ***Ontario Court*** means the Ontario Superior Court of Justice.

(46) ***Ontario MasterCard Settlement Class*** means all Canadian resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the BC MasterCard Settlement Class, the Alberta MasterCard Settlement Class, the Saskatchewan MasterCard Settlement Class, the Quebec MasterCard Settlement Class, and Excluded Persons.

(47) ***Ontario Proceeding*** means the proceeding commenced by Jonathon Bancroft-Snell and 1739793 Ontario Inc. in the form of a Statement of Claim filed in the Ontario Court (Toronto registry), Court File No. CV-11-426591CP (Toronto), filed on May 16, 2011.

(48) ***Ontario Visa Settlement Class*** means all Canadian resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the BC Visa Settlement Class, the Alberta Visa Settlement Class, the Saskatchewan Visa Settlement Class, the Quebec Visa Settlement Class, and the Excluded Persons.

(49) ***Opt-Out Period*** means:

- (a) For members of the Quebec MasterCard Settlement Class and Quebec Visa Settlement Class, a period of sixty (60) days after the first newspaper publication of the Notice of Certification/Authorization and Settlement Hearing in this Settlement (which may occur concurrently with the Notice of Certification/Authorization and Settlement in the BofA Settlement); and

(b) For members of the Settlement Class other than the Quebec MasterCard Settlement Class and the Quebec Visa Settlement Class, a period of sixty (60) days after the first newspaper publication of the Notice of Certification / Authorization and Settlement Hearing concerning the BofA Settlement. .

(50) **Parties** mean the Plaintiffs, Citigroup Inc., Citi Cards Canada Inc., Citibank Canada and Citibank N.A. (each a "Party").

(51) **Person(s)** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(52) **Plaintiffs** mean the plaintiffs in the Canadian Proceedings, and any other Person who may in the future be added or substituted as a plaintiff to any of the Canadian Proceedings.

(53) **Proportionate Liability** means the proportion of any judgment that, had they not settled, the Courts would have apportioned to the Releasees and shall also be deemed to include any amount that a Releasee would have been liable to pay to a Non-Settling Defendant as indemnification or contribution in the absence of the bar orders contained herein.

(54) **Quebec Court** means the Superior Court of Quebec.

(55) **Quebec MasterCard Settlement Class** means all Quebec resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons and

any legal persons established for a private interest, partnership or association which at any time over the course of the 12 month period preceding December 17, 2010 had under its direction or control more than 50 persons bound to it by contract of employment.

(56) ***Quebec Proceeding*** means the proceeding commenced by 9085-4886 Quebec Inc. and Peter Bakopanos, in the form of an application for authorization (la Requete pour obtenir l'autorisation d'exercer un recours collectif) in the Quebec Superior Court, Court File No. 500-06-000549-101 (Montreal), filed on December 17, 2010, as amended.

(57) ***Quebec Visa Settlement Class*** means all Quebec resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons and any legal person established for a private interest, partnership or association which at any time over the course of the 12 month period preceding December 17, 2010 had under its direction or control more than 50 persons bound to it by contract of employment.

(58) ***Released Claims*** mean any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of time through the pendency of the Canadian Proceedings in

respect of the Alleged Conspiracy or relating to any conduct alleged (or which could have been alleged) in the Canadian Proceedings and future claims relating to continuing acts or practices that occurred during the pendency of the Canadian Proceedings including, without limitation, any such claims which have been asserted, would have been asserted, could have been asserted or could be asserted in the future, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with the Alleged Conspiracy, or as a result of or in connection with any other alleged unlawful horizontal or vertical anticompetitive conduct in connection with the payment of Merchant Discount Fees, including Interchange Fees or the alleged restriction of competition or the setting of allegedly unfair rules, but does not include any benefits that may accrue to the Settlement Class as a result of non-monetary final injunctive or non-monetary declaratory relief ordered in the Canadian Proceedings relating to the MasterCard or Visa Network Rules.

(59) **Releasee(s)** mean, jointly and severally, individually and collectively, Citigroup Inc., Citibank Canada, Citibank N.A., Citi Cards Canada Inc. and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of the respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants, representatives, predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and any affiliates of the Non-Settling Defendants.

(60) **Releasors** mean, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective present, former, and future direct and indirect

parents, affiliates, subsidiaries, officers, directors, attorneys, servants, predecessors, successors, trustees, representatives, heirs, executors, administrators, insurers, and assigns.

(61) *Saskatchewan Court* means the Saskatchewan Court of Queen's Bench.

(62) *Saskatchewan MasterCard Settlement Class* means all Saskatchewan resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(63) *Saskatchewan Proceeding* means the proceeding commenced by Hello Baby Equipment Inc. in the form of a Statement of Claim filed in the Saskatchewan Court of Queen's Bench, Court File No. 133 of 2013, filed on January 24, 2013.

(64) *Saskatchewan Visa Settlement Class* means all Saskatchewan resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons.

(65) *Settlement Agreement* means this agreement, including the Recitals and Schedules.

(66) *Settlement Amount* means the all-inclusive sum of **CAD \$1.63 million**.

(67) *Settlement Class* means all Persons included in the BC MasterCard Settlement Class, the BC Visa Settlement Class, the Alberta MasterCard Settlement Class, the Alberta Visa Settlement Class, the Saskatchewan MasterCard Settlement Class, the Saskatchewan Visa Settlement Class, the Ontario MasterCard Settlement Class, the Ontario Visa Settlement Class, the Quebec MasterCard Settlement Class and the Quebec Visa Settlement Class.

(68) **Settlement Class Member(s)** means a member of the Settlement Class who has not validly opted-out of the Settlement Class in accordance with the orders of the Courts, as applicable.

(69) **Trust Account** means an interest bearing trust account at a Canadian Schedule 1 bank under the control of Class Counsel for the benefit of the Settlement Class Members.

(70) **US Proceeding** means *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litigation*, MDL Docket No. 1720.

(71) **Visa** means Visa Canada Corporation and Visa Inc.

(72) **Visa Credit Cards** mean credit cards issued by Issuers of Visa credit cards in Canada.

(73) **Visa Network Rules** means the Visa International Operating Regulations, as amended.

SECTION 2- SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to: (i) effectuate this Settlement Agreement, including obtaining the approval of the Courts, and to secure the prompt, complete and final dismissal with prejudice, or where applicable a declaration of settlement, of the Canadian Proceedings; and (ii) stay the Additional Class Proceedings as against the Releasees named as Defendants in the Canadian Proceedings and secure the prompt, complete and final dismissal of the Canadian Proceedings with prejudice against Citigroup. The Parties shall also make best efforts to take the steps outlined below in a manner that would allow the Notices to be issued and the settlement approval hearings to be held in conjunction with the Notices and hearings in the

BofA settlement process, including amending the Notices and opt-out forms to accommodate a joint hearing to approve the BofA Settlement and this settlement.

2.2 Motions Certifying or Authorizing the Canadian Proceedings and Approving Notice

(1) At a time mutually agreed to by the Plaintiffs and Citigroup after this Settlement Agreement is executed, the Plaintiffs shall bring motions before the Courts for orders certifying or authorizing each of the Canadian Proceedings as a class proceeding as against Citigroup Inc. for settlement purposes and approving the Notice of Certification/Authorization and Settlement Hearing.

(2) The BC order certifying the BC Proceeding as a class proceeding referred to in section 2.2(1) shall be substantially in the form set out in SCHEDULE A.

(3) The Alberta, Saskatchewan, Ontario and Quebec orders certifying or authorizing the Alberta Proceeding, the Saskatchewan Proceeding, the Ontario Proceeding and the Quebec Proceeding shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order referred to in section 2.2(2), taking into account the rules and practices of each province and any changes required by the Courts of each province that are acceptable to the Parties.

(4) Following receipt of any orders referred to in sections 2.2(2) or 2.2(3) and the expiration of the Opt-Out Period, and at a time mutually agreed to by the Parties, the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.

(5) The BC order approving this Settlement Agreement referred to in section 2.2(4) shall be substantially in the form set out in SCHEDULE B.

(6) The Alberta, Saskatchewan, Ontario and Quebec orders approving this Settlement Agreement referred to in section 2.2(4) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order referred to in section 2.2(5), taking into account the rules and practices of each province and any changes required by the Courts of each province that are acceptable to the Parties.

2.3 Agreement on Form of Orders

(1) It is a fundamental term of this Settlement Agreement that the Plaintiffs and Citigroup must agree on the form and content of the orders to be sought pursuant to section 2.2 (collectively, the “Certification and Approval Orders”), including the form of Notice of Certification/Authorization and Settlement Hearing, and the issued Certification and Approval Orders and the Notice of Certification/Authorization and Settlement Hearing must be consistent with the terms of this Settlement Agreement. The form and content of the Certification and Approval Orders shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the form and content of the Certification and Approval Orders substantially in the form agreed upon shall give rise to a right of termination pursuant to section 12.1(2) of this Settlement Agreement.

2.4 Sequence of Motions

(1) At any time as mutually agreed to by the Plaintiffs and Citigroup after this Settlement Agreement is executed, the Plaintiffs may bring motions before the Courts to request that the Courts hold joint hearings to consider any of the motions required by this Settlement Agreement pursuant to the *Canadian Bar Association’s Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions*.

(2) If no such request is made, or if the Courts do not agree to hold joint hearings, the Parties agree that, unless they agree otherwise, or unless any Court orders otherwise, any motions required by this Settlement Agreement shall be heard first by the BC Court. The Parties may take steps to schedule parallel motions in Alberta, Saskatchewan, Ontario and Quebec before any BC hearing, but, if necessary, Class Counsel may seek an adjournment of these hearings to permit the BC Court to render its decision on the motions.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Citigroup agrees to accrue interest on the Settlement Amount beginning twenty (20) days after the execution of this Settlement Agreement, which interest shall accrue to the benefit of the Settlement Class if the Settlement Agreement becomes effective following the last Final Order.

(2) Within thirty (30) days of the last Final Order, Citigroup agrees to pay the Settlement Amount plus interest in full satisfaction of: (i) all payment obligations under this Settlement Agreement; and (ii) the Released Claims against the Releasees.

(3) None of the Releasees shall have any obligation to pay any amount other than the Settlement Amount plus interest, for any reason, pursuant to or in furtherance of this Settlement Agreement.

(4) Once the Settlement Amount plus interest is paid by Citigroup to Class Counsel in accordance with Section 3.1(2), that sum will be received by Class Counsel in trust in full satisfaction of all payment obligations under this Settlement Agreement and in full satisfaction the Released Claims against the Releasees.

(5) Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement. Class Counsel shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement or in accordance with an order of the Courts obtained after notice to Citigroup, and in any event, after all appeal rights have either lapsed or been exhausted.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.

(2) Subject to section 3.2(3) and (4), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Class. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Trust Account.

(3) Citigroup shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to Citigroup who, in such case, shall be responsible for the payment of all taxes on such interest.

(4) Class Counsel hereby indemnifies, defends, and holds harmless Citigroup from and against any harm or injury suffered by reason of the use, misuse, erroneous disbursement, or other action taken or failure to act by Class Counsel with the Settlement Amount or funds in the Trust Account not strictly in accordance with the provisions of this Settlement Agreement or any order of the Courts.

3.3 Cooperation

(1) To the extent not previously provided to the Plaintiffs, and subject to the limitations set forth in this Settlement Agreement, Citigroup agrees to provide cooperation to Class Counsel, as specifically set forth below, which cooperation the Parties acknowledge and agree is a material term of this Settlement Agreement.

(2) Within thirty (30) days after the Effective Date, or at a time mutually agreed upon by Class Counsel and Citigroup, counsel for Citigroup Inc. shall provide to Class Counsel a letter setting out the fact that Citigroup Inc. has no objection subject to section 3.3(4), to Class Counsel obtaining any Documents that Citigroup Inc. has produced in the US Proceeding if these Documents are designated as Highly Confidential in accordance with the Court Order made September 17, 2012 by Chief Justice Bauman in the BC Proceeding. To the extent a court order permitting disclosure of the documents produced by Citigroup in the US Proceeding is required, Citigroup will not oppose an application by Class Counsel in the US Proceeding to permit their disclosure. In addition, upon a onetime request by the Plaintiffs or Class Counsel, Citigroup Inc. will provide for the authentication, for the purposes of the Canadian Proceedings, of any Citigroup Inc. business records in the production, so identified by Class Counsel, to the extent such business records reasonably can be authenticated by Citigroup Inc. without incurring any expense.

(3) In the event that the Plaintiffs make an application to intervene or request Documents relevant to the Canadian Proceedings produced in the US Proceeding, subject to section 3.3(4) Citigroup will not oppose such application.

(4) The Plaintiffs and Class Counsel acknowledge that in order to comply with protective orders and agreements, Citigroup may be obligated to provide third parties with notice concerning document disclosure and the Plaintiffs and Class Counsel will permit Citigroup to comply with its notice obligations.

(5) Within thirty (30) days after the Effective Date, or at a time mutually agreed upon by Class Counsel and Citigroup, counsel for Citibank Canada shall provide Class Counsel with a letter stating that Citibank Canada has no objection to Class Counsel obtaining from Canadian Imperial Bank of Commerce a copy of the asset purchase agreement dated as of June 14, 2010 between Citi Cards Canada Inc., Citibank Canada and Canadian Imperial Bank of Canada if the asset purchase agreement is designated as Highly Confidential in accordance with the September 17, 2012 order made by Chief Justice Bauman in the BC Proceeding.

(6) Citigroup will make reasonable efforts to facilitate access to a person having knowledge of the issues raised in the Canadian Proceedings for a meeting to speak to Class Counsel for a period of 6 hours or less.

(7) In the event that the Courts approve a bar order which grants a Non-Settling Defendant an ability to apply for: (i) documentary or oral discovery from Citigroup; (ii) service of a request to admit or production on Citigroup; or (iii) production of a witness at a hearing or trial, then such ability to apply shall extend to the Plaintiffs.

(8) The provisions set forth in this Settlement Agreement are the exclusive means by which the Plaintiffs, Settlement Class Members and Class Counsel may obtain discovery, information or Documents from Citigroup or their current or former officers, directors or employees. The Plaintiffs, Settlement Class Members and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel, other than at trial, the evidence of Citigroup or their current or former officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(9) In connection with any Documents produced by Citigroup pursuant to this Settlement Agreement (including pursuant to a bar order which grants a Non-Settling Defendant an ability to apply for: (i) documentary or oral discovery from Citigroup; (ii) service of a request to admit or production on Citigroup; or (iii) production of a witness at a hearing or trial), Citigroup shall be at liberty to designate such Documents as “Confidential” or “Highly Confidential” pursuant to the Consent Order made in the BC Proceeding dated September 17, 2012 (the “BC Protective Order”). To the extent that Documents produced by Citigroup are required for use in the Canadian Proceedings other than the BC Proceeding, Class Counsel shall seek, on a contested basis if necessary, protective orders similar in substance to the BC Protective Order, so that any Documents produced by Citigroup to Class Counsel under this Settlement Agreement, for use in the Canadian Proceedings, which qualify as Confidential or Highly Confidential, may be produced subject to a protective order.

(10) It is understood and agreed that the Plaintiffs, Settlement Class Members, and Class Counsel shall not, without the express written consent of Citigroup, directly or indirectly, use or disclose any information or Documents provided by Citigroup for any purpose other than the

investigation or prosecution of the claims in the Canadian Proceedings, nor, except as expressly permitted herein, share with any other Persons, including, but not limited to, any Settlement Class Members, Plaintiffs, or any other counsel in any action on behalf of Merchants, any information or Citigroup Documents obtained in connection with this Settlement Agreement, except in the event that a court in Canada expressly orders such information or Documents to be disclosed. In no circumstances, however, may the Plaintiffs, Settlement Class Members and/or Class Counsel apply for or consent to such an order, and promptly upon becoming aware of an application for such an order, Class Counsel shall immediately notify Citigroup of the application so that Citigroup may intervene in such proceedings. The disclosure restrictions set forth in this subsection do not apply to otherwise publicly available Documents and information.

(11) It is understood and agreed that any Citigroup Documents may be confidential and may be designated as confidential in accordance with and subject to the terms of any protective order(s) issued in the US Proceeding or confidentiality order(s) issued in the Canadian Proceedings, and the Plaintiffs, Settlement Class Members and Class Counsel agree to comply with the terms of such order(s), even if they or any of them are not parties to the US Proceeding.

(12) Upon the final judgment or order being entered by a Court against the Defendants in the Canadian Proceedings, including an order denying the certification or authorization of the Canadian Proceedings as class proceedings, if requested by Citigroup, the Plaintiffs, Class Members and/or Class Counsel shall return to Citigroup or destroy, and provide Citigroup with a written confirmation by Class Counsel of such destruction, all Documents or other materials provided to the Plaintiffs or Class Counsel by Citigroup pursuant to this Settlement Agreement. Nothing contained in this subparagraph shall be construed to require the Plaintiffs or Class Counsel to return any of their work product.

(13) A material factor influencing the decision by Citigroup to execute this Settlement Agreement is its desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from Citigroup and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate burden or expense on Citigroup.

SECTION 4 - DISTRIBUTION OF SETTLEMENT AMOUNT AND INTEREST

4.1 Distribution Protocol

(1) At a time within the discretion of Class Counsel, Class Counsel will seek orders from the Courts approving a Distribution Protocol.

4.2 No Responsibility for Administration or Fees

(1) Citigroup shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees and any responsibility or liability as a result of any decrease or depreciation of the value of the Trust Account, howsoever caused, including but not limited to, a decrease or depreciation in the value of any investments purchased and/or held in the Trust Account.

SECTION 5 - RELEASES, DISMISSALS AND STAYS

5.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers shall be deemed to and do hereby forever and absolutely release, acquit and discharge the Releasees from

the Released Claims. The Parties shall use their best efforts to have the terms of the release contemplated herein incorporated into the orders obtained from the Courts approving this Settlement Agreement.

(2) The Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

(3) Notwithstanding subsection 5.1(1), if, at any time following the latest date of the last judgment or order made in the Canadian Proceedings, the Releasees collect Interchange Fees in excess of the Interchange Threshold, the release shall not apply to any such Interchange Fees. For greater certainty if at any time following the latest date of the last judgment or order made in the Canadian Proceedings, the Releasees collect Interchange Fees, the release shall continue to apply in respect of Interchange Fees collected up to, but not in excess of, the Interchange Threshold.

(4) Notwithstanding subsection 5.1(1), if, at any time between the date of the Final Order and the latest date of the last judgment or order made in the Canadian Proceedings, the Releasees acquire all or substantially all of the credit card business of any one or more of the Non-Settling Defendants (the "Acquired Business"), the release shall not apply to any Interchange Fees collected in respect of the Acquired Business, except to the extent that the Interchange Threshold is not exceeded as a result of the Acquired Business, in which case the release shall still apply.

5.2 Covenant Not To Sue

(1) Notwithstanding section 5.1(1), for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. The Parties agree that the Final Order entered by the Court shall also enjoin the Releasors from making or pursuing such additional claims.

(2) The Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, and it is their intention to fully, finally and forever covenant and undertake not to sue or make any claim against the Releasees as set out in Subsection 5.2(1) (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this covenant not to sue shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

5.3 No Further Claims

(1) The Releasors shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Persons, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons who will or could bring or commence or continue any claim, cross claim, claim over or

any claim for contribution, indemnity, or other relief against any Releasees in respect of any Released Claim, except for the continuation of the Canadian Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees and are permanently barred and enjoined from doing so. Plaintiffs and Class Counsel acknowledge that Citigroup considers it to be a material term of this Settlement Agreement that the Settlement Class Members will be bound by the releases provided for herein.

5.4 Dismissal of the Canadian Proceedings

(1) Within sixty (60) days of the Effective Date of this Settlement Agreement, Class Counsel shall bring such motions as are necessary to dismiss the Canadian Proceedings with prejudice and without costs as against any and all Releasees that are Defendants in the Canadian Proceedings.

5.5 Stay of the Additional Class Proceedings

(1) The Additional Class Proceedings shall be stayed as against any and all Releasees that are Defendants in the Canadian Proceedings. Class Counsel shall bring such motions as are necessary to stay the Additional Class Proceedings and the Releasees shall not be responsible for any costs incurred or otherwise ordered in bringing or adjudicating such motions.

5.6 Settlement of Quebec Proceeding

(1) The Quebec Proceeding shall be settled, without costs and without reservation as against Citigroup and any and all Releasees that are Defendants in the Quebec Proceeding, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

5.7 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Settlement Class Members against any Person other than the Releasees.

5.8 No Assistance to Other Plaintiffs

(1) As of the Execution Date, the Plaintiffs, the Settlement Class Members and Class Counsel shall not, without the express written consent of Citigroup, provide any direct or indirect assistance to any plaintiff or any plaintiff's counsel related to any proceeding alleging price fixing of Merchant Discount Fees, including Interchange Fees, against the Releasees, except in the event that a court in Canada expressly directs the Plaintiffs, the Settlement Class Members or Class Counsel to provide such assistance. In no circumstances, however, may the Plaintiffs, the Settlement Class Members and/or Class Counsel apply for or consent to such an order, and promptly upon becoming aware of an application for such an order, Class Counsel shall immediately notify Citigroup of the application in order that Citigroup or any Releasee may intervene in such proceedings.

5.9 Releases and Covenants

(1) The releases and covenants contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the releases, or of the Releasers to abide by the covenants, contemplated herein shall give rise to a right of termination pursuant to section 12.1(2) of this Settlement Agreement.

SECTION 6 - BAR ORDERS AND OTHER CLAIMS

6.1 British Columbia, Alberta, Saskatchewan and Ontario Bar Orders

(1) Subject to section 6.1(4), the Plaintiffs in the British Columbia Proceeding, the Alberta Proceeding, the Saskatchewan Proceeding and the Ontario Proceeding shall seek a bar order from the BC Court, the Alberta Court, the Saskatchewan Court and the Ontario Court respectively, providing for the following:

- (a) All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims which were or could have been brought in the Canadian Proceedings or otherwise, by any Non-Settling Defendant, a Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any other Person or party (excepting (i) a claim by a Releasee against any Person excluded in writing from the definition of Releasees; (ii) a claim by a Releasee pursuant to a policy of insurance, provided any such claim involves no right of subrogation against any Non-Settling Defendant; (iii) a claim by a Person who has validly and in a timely way opted-out of the Canadian Proceedings; and (iv) a claim by a Non-Settling Defendant or any Person or party for contribution, indemnity or other claims over relating to Interchange Fees that have not been released pursuant to section 5.1(3)), are barred, prohibited and enjoined in accordance with the terms of the order.

- (b) If any one of the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court or other court determines that there is a right of contribution, indemnity or other claims over, whether in equity or in law, by statute, contract or otherwise:
- (i) The members of the BC MasterCard Settlement Class, BC Visa Settlement Class, Alberta MasterCard Settlement Class, Alberta Visa Settlement Class, Saskatchewan MasterCard Settlement Class, Saskatchewan Visa Settlement Class, Ontario MasterCard Settlement Class or Ontario Visa Settlement Class shall limit their claims against the Non-Settling Defendants (and/or named or unnamed co-conspirators who are not Releasees) to not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Proceeding, the Alberta Proceeding, the Saskatchewan Proceeding or the Ontario Proceeding, whether or not the Releasees appear at the trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Proceeding, Alberta Proceeding, Saskatchewan Proceeding or Ontario Proceeding, and any

determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Proceeding, Alberta Proceeding, Saskatchewan Proceeding or Ontario Proceeding and shall not be binding on the Releasees in any other proceedings.

- (c) A Non-Settling Defendant may, on motion to the BC Court, Alberta Court, Saskatchewan Court or Ontario Court brought on at least ten (10) days notice to counsel for Citigroup and to be determined as if Citigroup is a party to the BC Proceeding, Alberta Proceeding, Saskatchewan Proceeding or Ontario Proceeding, not to be brought until the BC Proceeding, Alberta Proceeding, Saskatchewan Proceeding or Ontario Proceeding against the Non-Settling Defendants have been certified and all appeals or times to appeal from such certification have been exhausted, seek orders for the following:
- (i) documentary discovery and an affidavit of documents in accordance with the relevant rules of civil procedure from Citigroup;
 - (ii) oral discovery of a representative of Citigroup, the transcript of which may be read in at trial;
 - (iii) leave to serve a request to admit on Citigroup in respect of factual matters; and/or
 - (iv) the production of a representative of Citigroup to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

- (2) Citigroup retains all rights to oppose such motion(s) brought under section 6.1(1)(c).
- (3) A Non-Settling Defendant may serve the motion(s) referred to in section 6.1(1)(c) on Citigroup by service on counsel of record for Citigroup in any of the Canadian Proceedings.
- (4) To the extent that an order is granted pursuant to section 6.1(1)(c) and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall promptly be provided by Citigroup to Class Counsel.

6.2 Quebec Waiver or Renunciation of Solidarity Order

- (1) The Plaintiffs and Citigroup agree that the Quebec order approving this Settlement Agreement must include an order providing for the following:
 - (a) the Plaintiffs in Quebec and the members of the Quebec MasterCard Settlement Class and Quebec Visa Settlement Class expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts and deeds of the Releasees, and the Non-Settling Defendants are thereby released with respect to the Proportionate Liability of the Releasees proven at trial or otherwise, if any;
 - (b) the Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Quebec Proceeding, whether or not the Releasees appear at the trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Quebec Proceeding, and any determination by the Court in respect of the

Proportionate Liability of the Releasees shall only apply in the Quebec Proceeding and shall not be binding on the Releasees in any other proceedings;

- (c) the Plaintiffs in Quebec and the members of the Quebec MasterCard Settlement Class and Quebec Visa Settlement Class shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the conduct of and/or sales by the Non-Settling Defendants net of any right of indemnity or contribution that any Non-Settling Defendant may have against any of the Releasees at law, under statute or contractually;
- (d) any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the released Claims shall be inadmissible and void in the context of the Quebec Proceeding, and
- (e) any future right by the Non-Settling Defendants to examine on discovery a representative of Citigroup will be determined according to the provisions of the *Code of Civil Procedure*, and Citigroup shall reserve its right to oppose such an examination under the *Code of Civil Procedure*.

6.3 Material Term

(1) The form and content of the bar orders and waiver or renunciation of solidarity order contemplated in section 6 of this Settlement Agreement shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the bar orders and waiver or renunciation of solidarity order contemplated herein shall give rise to a right of termination pursuant to section 12.1(2) of this Settlement Agreement.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

(1) The Plaintiffs and Citigroup expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any fault, omission, wrongdoing or liability by Citigroup or by any Releasee, or of the truth of any of the claims or allegations contained in the Canadian Proceedings or any other pleading filed by the Plaintiffs or any other Settlement Class Member, including but not limited to those pleadings filed in the Additional Class Proceedings.

7.2 Agreement Not Evidence

(1) Whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except: (a) by the Parties in a proceeding to approve or enforce this Settlement Agreement; (b) by a Releasee to defend against the assertion of a Released Claim; (c) by a Releasee in any insurance-related proceeding; or (d) as otherwise required by law or as provided in this Settlement Agreement.

7.3 No Further Litigation

(1) Except as provided in sections 7.3(2) and 7.3(4) of this Settlement Agreement, no Class Counsel, no Plaintiff, no Settlement Class Member, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims.

(2) Sections 5.8 and 7.3(1) of this Settlement Agreement, shall be inoperative to the extent that they require any lawyer who is a member of the Law Society of British Columbia (the "LSBC") to breach his or her obligations under section 3.2-10 of the LSBC's Code of Professional Conduct by refraining from participation or involvement in any claim or action in a BC Court. This section shall not affect or render inoperative any other section or provision of this Settlement Agreement.

(3) No Class Counsel, no Plaintiff, no Settlement Class Member, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel may divulge to any Person for any purpose any information, including, without limitation, any cooperation materials and Documents provided pursuant to section 3.3, obtained in the course of the Canadian Proceedings or in connection with this Settlement Agreement or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or otherwise ordered by a court in Canada.

(4) Section 7.3(1) does not apply to the involvement of any Person in the continued prosecution of the Canadian Proceedings against any Non-Settling Defendant or unnamed co-conspirators who are not Releasees.

SECTION 8 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

8.1 Settlement Class and Common Issue

(1) The Parties agree that the Canadian Proceedings shall be certified or authorized as class proceedings against Citigroup Inc. solely for purposes of settlement of the Canadian Proceedings and the approval of this Settlement Agreement by the Courts.

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Canadian Proceedings as class proceedings and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is the Settlement Class. The Plaintiffs acknowledge that Citigroup agrees to the definition of the Common Issue for purposes of settlement only.

8.2 Certification or Authorization Without Prejudice

(1) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect, the Parties agree that any prior certification or authorization of a Proceeding as a class proceeding, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that any of the Parties or any Releasee may later take on any issue in the Canadian Proceedings or any other litigation.

SECTION 9 - NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

(1) The Settlement Class shall be given the Notices.

9.2 Form and Distribution of Notices

(1) The form and content of the Notices and the manner and extent of publication and distribution of the Notices shall be as agreed to by the Plaintiffs and Citigroup, such agreement not to be unreasonably withheld, and approved by the Courts.

9.3 Notice of Distribution

(1) Except to the extent provided for in this Settlement Agreement, the Courts shall determine the form of notice in respect to the administration of this Settlement Agreement and any Distribution Protocol, on motions brought by Class Counsel.

SECTION 10 - ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.

SECTION 11 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

11.1 Notice Costs

(1) Class Counsel shall pay the costs of the Notices of this Settlement Agreement from the Trust Account.

11.2 Approval of Payment

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement, or at such other time as they shall determine in their sole discretion. Citigroup will not oppose such motions.

(2) Except as provided in sections 11.1 and 11.2(1), Class Counsel Fees and any Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(3) The Releasees shall not be liable for any fees, disbursements or taxes, including but not limited to any fees, disbursements or taxes of Class Counsel's, the Plaintiffs' or any Settlement Class Member's respective lawyers, experts, advisors, agents, or representatives.

SECTION 12 - TERMINATION OF SETTLEMENT AGREEMENT

12.1 Right of Termination

(1) Citigroup may terminate this Settlement Agreement in the event that the Confidential Opt-Out Threshold is met;

(2) Citigroup or the Plaintiffs may terminate this Settlement Agreement in the event that:

(a) the releases and covenants contemplated in section 6 are not provided or abided by;

(b) the form and content of any of the orders or Notices departs materially from the form and content of the orders and Notices as agreed upon by the Plaintiffs and Citigroup;

- (c) the form and content of any of the Final Orders approved by the Courts departs materially from the form and content of the orders agreed upon by the Plaintiffs and Citigroup under section 2.3(1) of this Settlement Agreement;
 - (d) any Court declines to approve this Settlement Agreement or any material term or part hereof;
 - (e) any Court declines to dismiss the Canadian Proceedings or stay the Additional Class Proceedings against Citigroup;
 - (f) any Court approves this Settlement Agreement in a materially modified form; or
 - (g) any orders approving this Settlement Agreement made by the Courts do not become Final Orders.
- (3) To exercise a right of termination under section 12.1, a terminating party shall deliver a written notice of termination pursuant to this Settlement Agreement with fifteen (15) business days of the fact of the condition being met becoming known to the terminating party. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided for in section 12.4, shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.
- (4) Any order, ruling or determination made by any Court that is not substantially in the form and content of the respective Final Orders, as agreed upon by the Plaintiffs and Citigroup in accordance with section 2.3(1), shall be deemed to be a material modification of this Settlement Agreement and shall provide a basis for the termination of this Settlement Agreement, provided however that Citigroup may agree to waive this provision.

(5) Any order, ruling or determination made by any Court with respect to Class Counsel Fees or any Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(6) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Plaintiffs and Citigroup agree that any prior certification or authorization of a Canadian Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or any Releasee may later take on any issue in the Canadian Proceedings or any other litigation.

(7) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Plaintiffs and Citigroup agree that any appearance, attendance, filing or other action or step taken by Citigroup pursuant to or relating to this Settlement Agreement shall be without prejudice to any position that any Releasee may later take in respect of the jurisdiction of the Courts or any other court, including, without limitation, a motion to quash service *ex juris* or to otherwise challenge the jurisdiction of the Courts or any other court over any Releasee in the Canadian Proceedings or any other litigation.

12.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify or authorize any of the Canadian Proceedings as a class proceeding on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing any of the Canadian Proceedings as a class proceeding on the basis of this Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of any of the Canadian Proceedings as class proceedings, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in any of the Canadian Proceedings or any other litigation; and
- (d) the Parties shall negotiate in good faith to determine a new timetable, if the Canadian Proceedings are to continue against any Releasees.

12.3 Allocation of Monies in the Trust Account Following Termination

- (1) Class Counsel shall pay to Citigroup the Settlement Amount plus all accrued interest thereon, less the costs of the Notices, within thirty (30) business days of termination in accordance with this Settlement Agreement.
- (2) The Plaintiffs and Citigroup expressly reserve all of their respective rights if this Settlement Agreement is terminated.

12.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of sections 3.2, 7.1, 7.2, 8.2, 9, 11.1, 11.2(3) and 12 shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 13 – OPTING-OUT

(1) The Confidential Opt-Out Threshold shall be stated in Schedule C to this Settlement Agreement. The Confidential Opt-Out Threshold shall be kept confidential by the Parties and their counsel and may be shown to the Courts but shall not otherwise be disclosed.

(2) The Confidential Opt-Out Threshold contemplated in this section shall be considered a material term of this Settlement Agreement, and, once met, shall give rise to a right of termination to Citigroup pursuant to section 12.1(1) of this Settlement Agreement.

SECTION 14 - MISCELLANEOUS

14.1 Releasees Have No Liability for Administration

(1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of this Settlement Agreement or the Distribution Protocol.

14.2 Motions for Directions

- (1) Citigroup or the Plaintiffs may apply to the Courts for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (2) Class Counsel may apply to the Courts for directions in respect of any Distribution Protocol.
- (3) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiffs and Citigroup, except for those motions concerned solely with the implementation and administration of any Distribution Protocol.

14.3 Further Acts

- (1) Without limiting the generality of any other provisions of this Settlement Agreement, until such time as the Courts have approved or refused to approve this Settlement Agreement: (i) none of the Plaintiffs, the Releasers and Class Counsel shall take any action or omit to take any action that is inconsistent with the purposes and scope of this Settlement Agreement; and (ii) none of the Releasees and their respective counsel shall take any action or omit to take any action that is inconsistent with the purposes and scope of this Settlement Agreement.

14.4 Publicity

- (1) Except as otherwise required for the purposes of approving the settlement, the Plaintiffs and Citigroup agree that:
 - (a) the Parties shall not issue any press releases or other communication of any kind (with the media or otherwise) regarding this settlement, except those that may be agreed to by the Parties;

- (b) the Parties shall act in good faith to ensure that any public statements, comments or any communications of any kind about any descriptions of the settlement and the terms of this Settlement Agreement are balanced, fair and accurate;
- (c) the Parties shall not make any public statements, comments or any communications of any kind about any negotiations or information exchanged as part of the settlement process, except as may be required for the Parties to comply with any order of the Courts or as may be required under any applicable law or regulation.

14.5 Headings, etc.

- (1) In this Settlement Agreement:
 - (a) the division of this Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
 - (b) the terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.6 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears:
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and

including the day on which the second event happens, including all calendar days;
and

- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

14.7 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over the proceeding commenced in its jurisdiction, the parties thereto, and Class Counsel Fees in that proceeding.

(2) The Plaintiffs and Citigroup agree that no Court shall make any order or give a direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Courts with which it shares jurisdiction over that matter.

14.8 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, save for matters relating exclusively to the Quebec MasterCard Class Members and Quebec Visa Class Members, which matters shall be governed by and construed and interpreted in accordance with the Laws of the Province of Quebec.

14.9 Entire Agreement

(1) This Settlement Agreement, including the Recitals herein and the Schedules attached hereto, constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises,

agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

14.10 Amendments and Waivers

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and the Courts with jurisdiction over the matter to which the amendment relates must approve any such modification or amendment.

(2) The waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party and, any such waiver shall not be deemed or construed as a waiver of any other right, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

14.11 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Releasers, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made herein by Citigroup shall be binding upon all of the Releasees.

14.12 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

14.13 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, all have no bearing upon the proper interpretation of this Settlement Agreement.

14.14 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents supportif ou connectif soient rédigés en Anglais. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

(2) The cost of translating the Notices, claims forms, or other documents referenced to or flowing from this Settlement Agreement into French and/or any other language shall, in the event such translation is required, be paid by Citigroup up to \$9,000, and any amounts exceeding \$9,000 shall be paid by the Plaintiffs.

14.15 Transaction

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

14.16 Recitals

(1) The recitals to this Settlement Agreement are true and form part of this Settlement Agreement.

14.17 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

14.18 Notice

(1) Any and all notices, requests, directives, or communications required by this Settlement Agreement shall be in writing and shall, unless otherwise expressly provided herein, be given personally, by express courier, by postage prepaid mail, by facsimile transmission, or by email PDF files, and shall be addressed as follows:

For the Plaintiffs and for Class Counsel in the Canadian Proceedings:

J. J. Camp, Q.C.

CAMP FIORANTE MATTHEWS
4th Floor, Randall Building
555 West Georgia Street
Vancouver, BC V6B 1Z6
Tel: 604-689-7555
Fax: 604-689-7554
Email: jjcamp@cfmlawyers.ca

Ward Branch

BRANCH MACMASTER LLP
1410 - 777 Hornby Street
Vancouver, BC V7G 3E2
Tel: 604-654-2966
Fax: 604-684-3429
Email: wbranch@branmac.com

Jeff Orenstein

CONSUMER LAW GROUP
4150 Ste. Catherine St. W, Suite 330
Montréal, QC H3Z 2Y5
Tel: 1-888-909-7863 ext. 220
Fax: (514) 868-9690
Email: jorenstein@clg.org

For Citigroup:

Mike Adlem

GOWLING LAFLEUR HENDERSON LLP
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5
Tel: 604-891-2290
Fax: 604-683-3558
Email: mike.adlem@gowlings.com

Shayne Strukoff

GOWLING LAFLEUR HENDERSON LLP
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5
Tel: 604-891-2280
Fax: 604-683-3558
Email: shayne.strukoff@gowlings.com

14.19 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - (c) he, she or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the

terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.20 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

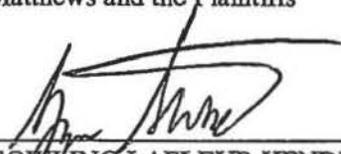
Executed in counterparts on April 22, 2015.



WARD BRANCH for Branch MacMaster LLP,
the Plaintiffs

J.J. CAMP Q.C. for Camp Fiorante
Matthews and the Plaintiffs

JEFF ORENSTEIN for Consumer Law Group
and the Plaintiffs



GOWLING LAFLEUR HENDERSON LLP
for Citigroup Inc., Citi Cards Canada Inc.,
Citibank Canada and Citibank N.A.

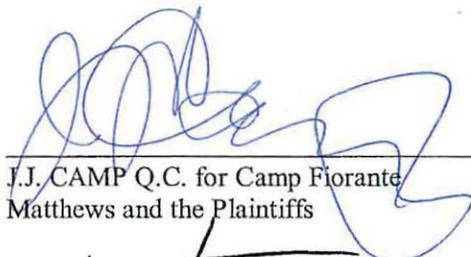
terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.20 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

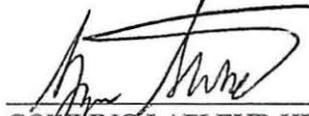
Executed in counterparts on April 22, 2015.

WARD BRANCH for Branch MacMaster LLP,
the Plaintiffs



J.J. CAMP Q.C. for Camp Fiorante
Matthews and the Plaintiffs

JEFF ORENSTEIN for Consumer Law Group
and the Plaintiffs



GOWLING LAFLEUR HENDERSON LLP
for Citigroup Inc., Citi Cards Canada Inc.,
Citibank Canada and Citibank N.A.

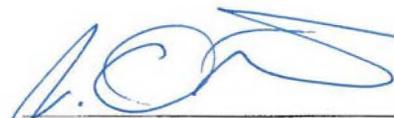
terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.20 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

Executed in counterparts on April 22, 2015.

WARD BRANCH for Branch MacMaster LLP,
the Plaintiffs



JEFF ORENSTEIN for Consumer Law Group
and the Plaintiffs

J.J. CAMP Q.C. for Camp Fiorante
Matthews and the Plaintiffs



GOWLING LAFLEUR HENDERSON LLP
for Citigroup Inc., Citi Cards Canada Inc.,
Citibank Canada and Citibank N.A.

SCHEDULE A
FORM OF B.C. ORDER CERTIFYING FOR SETTLEMENT PURPOSES AND APPROVING NOTICE

Court File No. VLC-S-S-112003
Vancouver Registry

In the Supreme Court of British Columbia

Between:

**Coburn and Watson's Metropolitan Home dba
Metropolitan Home**

Plaintiff

and:

**Bank of America Corporation, BMO Financial Group,
Bank of Nova Scotia, Canadian Imperial Bank of
Commerce, Capital One Bank (Canada Branch),
Citigroup Inc., Fédération des caisses Desjardins du
Québec, MasterCard International Incorporated, National
Bank of Canada Inc., Royal Bank of Canada, Toronto-
Dominion Bank, and Visa Canada Corporation**

Defendants

Brought pursuant to the *Class Proceedings Act*, RSBC, 1996, c.50

ORDER MADE AFTER APPLICATION
(CITIGROUP ROUND 1 - CERTIFICATION AND NOTICE APPROVAL)

BEFORE THE HONOURABLE MR. JUSTICE G.C.
WEATHERILL

)
)
)

•, 2015

ON THE APPLICATION of the Plaintiff, Coburn and Watson's Metropolitan Home dba Metropolitan Home ("Metropolitan Home"), without a hearing and by consent;

THIS COURT ORDERS that:

Citigroup Round 1 Order

1. Except to the extent that they are modified by this Order, the definitions set out in **Schedule "A"** to this Order, apply to and are incorporated into this Order;
2. The within proceeding (the "BC Proceeding") is certified as a class proceeding only as against the defendant Citigroup Inc. (the "Settling Defendant"), for settlement purposes only;
3. The "BC MasterCard Settlement Class" is defined as:

All British Columbia resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons;
4. The "BC Visa Settlement Class" is defined as:

All British Columbia resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of Visa Credit Cards pursuant to the terms of Merchant Agreements, except the Excluded Persons;
5. Metropolitan Home is appointed as the representative plaintiff for the BC MasterCard Settlement Class and the BC Visa Settlement Class (collectively, the "BC Settlement Class");
6. The BC Proceeding is certified on the basis that the following issue is common to the BC MasterCard Settlement Class:

Did the Settling Defendant conspire with others to fix, maintain, increase or control Interchange Fees paid by Merchants who accepted payment by Visa Credit Cards or MasterCard Credit Cards in Canada during the Class Period?
7. Epiq Systems is appointed as the Opt-Out Administrator to receive opt-out requests;
8. Any member of the BC Settlement Class who wishes to opt-out of the BC Proceeding must do so by sending a written election to opt-out to Epiq Systems

in the form attached hereto as **Schedule "B"** at the address, by the means and within the time period specified in the Notice of Certification and Settlement Hearing (the "Pre-Approval Notice"), and Epiq Systems will provide counsel for all parties with copies of all valid elections to opt-out received by Epiq Systems;

9. Any member of the BC Settlement Class who has validly opted-out of the BC Proceeding is not bound by the Citigroup Settlement Agreement, and will not be entitled to receive any share of benefits payable in connection with the Citigroup Settlement Agreement, and will cease to be a class member in the continuing action against the Non-Settling Defendants;
10. Any member of the BC Settlement Class who has not validly opted-out of the BC Proceeding is bound by this Order and the Citigroup Settlement Agreement, and will not be entitled to opt-out of the continuing action as against the Non-Settling Defendants;
11. Requests to opt-out of these proceedings must be sent to Epiq Systems postmarked on or before the date that is sixty (60) days after the first newspaper publication of the Pre-Approval Notice;
12. This Order is binding upon each member of the BC Settlement Class who has not validly opted out of the BC Proceeding, including those persons who are minors or mentally incapable.
13. The form of the Pre-Approval Notice is hereby approved substantially in the form attached hereto as **Schedule "C"**;
14. The plan of dissemination for the Pre-Approval Notice (the "Plan of Dissemination") is hereby approved in the form attached hereto as **Schedule "D"**;
15. The Pre-Approval Notice shall be disseminated in accordance with the Plan of Dissemination approved as part of this Order and by any other additional means as may be ordered by any of the other Courts in the Canadian Proceedings;

16. This Order, including without limiting the generality of the foregoing, the certification of the BC Proceeding against the Settling Defendant and the definitions of BC MasterCard Settlement Class, BC Visa Settlement Class, Class Period and Common Issue, is without prejudice to any position a Non-Settling Defendant may take in this or any other proceeding on any issue, including the issue of whether the BC Proceeding should be certified as a class proceeding as against the Non-Settling Defendants. For greater certainty, this Order, the Court's reasons in support of this Order and the certification of the BC Proceeding against the Settling Defendant for settlement purposes only, are not binding on and shall have no effect on the continuing prosecution of the BC Proceeding or any other proceeding as against the Non-Settling Defendants; and
17. This Order may be executed in counterpart, electronically or by facsimile.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Ward Branch
Counsel for the Plaintiff

Signature of Claire Hunter
Counsel for Capital One Bank (Canada Branch)

Signature of Mahmud Jamal
Counsel for BMO Financial Group

Signature of Michelle Maniago
Counsel for Bank of Nova Scotia

Signature of Katherine Kay
Counsel for Canadian Imperial Bank of Commerce

Signature of Mike Adlem
Counsel for Citigroup Inc.

Signature of Robert Staley
Counsel for Bank of America Corporation

Signature of Randy Sutton
Counsel for National Bank of Canada Inc.

Signature of Andrew Borrell
Counsel for Royal Bank of Canada

Signature of Jill Yates
Counsel for Toronto-Dominion Bank

Signature of Robert E. Kwinter
Counsel for Visa Canada Corporation

Signature of David Kent
Counsel for MasterCard International Incorporated

Signature of Chantal Chatelain
Counsel for Fédération des caisses
Desjardins du Québec

By the Court

Registrar

Schedule "A" TO CITIGROUP ROUND 1 ORDER

Acquirers mean those persons entering into contracts with Merchants for the provision of Visa Credit Cards or MasterCard Credit Card services and charging Merchant Discount Fees, including in some instances Interchange Fees, in Canada;

Class Period means March 23, 2001 to the latest date of the last judgment or order made with respect to claims against any of the Defendants in the Canadian Proceedings;

Excluded Person(s) means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing;

Interchange Fees means interchange fees arising from transactions made under the terms of the Visa Network Rules and MasterCard Network Rules in Canada;

Issuers means the banks or other financial institutions which issued Visa and/or MasterCard Credit Cards in Canada;

MasterCard Credit Cards mean credit cards issued by Issuers of MasterCard credit cards in Canada;

MasterCard Network Rules means the MasterCard Worldwide MasterCard Rules, as amended;

Merchant Agreements means agreements entered into between Acquirers and Merchants which impose Merchant Discount Fees, including Interchange Fees, on Merchants whenever they accept payment from customers by way of Visa Credit Cards or MasterCard Credit Cards;

Merchant Discount Fees means fees paid by Merchants arising from the use of Visa Credit Cards or MasterCard Credit Cards in Canada;

Merchants means all persons or entities resident in Canada who accept payments from customers by way of MasterCard Credit Cards in exchange for the supply of goods or services;

Non-Settling Defendant(s) means any Defendant that is not a Releasee, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the date of execution of this Settlement Agreement;

Visa means Visa Canada Corporation and Visa Inc.;

Visa Credit Cards mean credit cards issued by Issuers of Visa credit cards in Canada;
and

Visa Network Rules means the Visa International Operating Regulations, as amended.

**Schedule "B" to Citigroup Round 1 Order
Credit Cards Class Actions
Citigroup, BofA and Capital One Opt-Out Form**

For the purposes of this Opt-Out Form, the following definitions apply (additional definitions are found on the bottom of this page):

"BofA Settlement" means the settlement agreement made as between the Plaintiffs in the Credit Card Class Actions, the Defendant Bank of America Corporation and others, a copy of which is available at www.creditcardclassaction.com.

"Capital One Settlement" means the settlement agreement made as between the Plaintiffs in the Credit Card Class Actions, the Defendant Capital One Bank (Canada Branch) and others, a copy of which is available at www.creditcardclassaction.com.

"Citigroup Settlement" means the settlement agreement made as between the Plaintiffs in the Credit Card Class Actions, the Defendant Citigroup Inc. and others, a copy of which is available at www.creditcardclassaction.com.

"Credit Card Class Actions" means the following five actions:

- *Watson v Bank of America Corporation et al*, SCBC No. VLC-S-S-112003 (Vancouver)
- *Bancroft-Snell et al v Visa Canada Corporation et al*, OSCJ No. CV-11-426591CP (Toronto)
- *9085-4886 Quebec Inc and Bakopanos v Visa Canada Corporation et al*, Superior Court of Quebec No. 500-06-000549-101 (Montreal)
- *Macaronies Hair Club and Laser Center Inc operating as Fuze Salon v BofA Canada Bank et al*, Alberta QB File No. 1203-18531 (Edmonton);
and
- *Hello Baby Equipment Inc. v. BofA Canada Bank and others*, SK QB No. 133 of 2013 (Regina).

BECAUSE OF DIFFERENCES IN THE ORDERS MADE BY THE COURTS, THE CONSEQUENCE OF **NOT OPTING OUT** VARIES DEPENDING ON WHETHER YOU ARE A QUEBEC SETTLEMENT CLASS MEMBER OR NOT. GENERALLY SPEAKING, A QUEBEC SETTLEMENT CLASS MEMBER IS A SETTLEMENT CLASS MEMBER WHO RESIDES IN QUEBEC. QUEBEC SETTLEMENT CLASS MEMBERS

WHO DO NOT OPT OUT NOW WILL PARTICIPATE IN THE BOFA SETTLEMENT, THE CAPITAL ONE SETTLEMENT AND THE CITIGROUP SETTLEMENT BUT WILL HAVE ANOTHER OPPORTUNITY TO OPT OUT OF THE CONTINUING LITIGATION AGAINST THE OTHER DEFENDANTS IN THE FUTURE.

Consequences of Opting Out

By completing and returning this Opt-Out Form as set out below, you are choosing:

- 1) **not** to take part in any of the BofA Settlement, Capital One Settlement, and Citigroup Settlement.
- 2) **not** to participate in the ongoing prosecution of the Credit Card Class Actions against the other defendants, AND
- 3) **not** to participate in any future settlements reached in the Credit Card Class Actions.

If you complete this Opt-Out Form you will not be bound by any of the BofA Settlement, Capital One Settlement and Citigroup Settlement, or the releases in them, but you will also not be entitled to share in any of the proceeds that may become available to merchants as part of the BofA Settlement, the Capital One Settlement and the Citigroup Settlement. You will also not be entitled to participate in the continued prosecution of the Credit Card Class Actions or future settlements.

Consequences of Not Opting Out

Quebec Settlement Class Members

If you do not complete and return this Opt-Out Form, you will be bound by the BofA Settlement, the Capital One Settlement and the Citigroup Settlement, and the releases in them, and will be entitled to share in any of the proceeds that may become available to merchants as part of those settlements, but will have a further opportunity to opt out of the ongoing litigation against the other defendants if and when such litigation is authorized as a class action against some or all of those remaining defendants.

All Other Settlement Class Members:

The election to opt out by all other Settlement Class Members also operates in relation to future settlements and the ongoing litigation against the remaining defendants.

If you do not complete and return this Opt-Out Form, you will be bound by the BofA Settlement, the Capital One Settlement and the Citigroup Settlement, and the releases in them, and will be entitled to share in any of the proceeds that may become available to merchants as part of those settlements, and the ongoing litigation against the other defendants. You will not have a further opportunity to opt out of the ongoing litigation against the other defendants if and when such litigation is authorized as a class action against some or all of those remaining defendants.

* * *

In order to be effective, this form must be fully completed and sent to the Opt-Out Administrator at the address set out below, and must be postmarked no later than DATE. Opt-Out Forms received after DATE will not be accepted.

For more information on the BofA Settlement, the Capital One Settlement and the Citigroup Settlement, or the ongoing Credit Card Class Actions, please visit www.creditcardclassaction.com

Name of business*: _____ (required)

* Provide the name of the person or legal entity accepting Visa or MasterCard credit cards. This is probably the name listed on the statements you receive from your payment processor.

Name of payment processor: _____ (required)

Your name: _____ (required)

Your address: _____ (required)

Your telephone number: (____) ____ - ____ (required)

Your email address: _____ (optional)

Declaration:

I declare that I have legal authority to bind the business named above, and I wish to opt-out of the BofA Settlement, the Capital One Settlement and the Citigroup Settlement, and only if I reside outside of Quebec, of the ongoing Credit Card Class Actions. I

understand that by submitting this Opt-Out Form I will not receive any benefits under any of the BofA Settlement, the Capital One Settlement and the Citigroup Settlement but will not be bound by those settlements.

Signature

Date

Return completed Opt-Out Forms to:

<Epiq's info and designated recipient>

ADDITIONAL DEFINITIONS

This Opt-Out Form provides a summary of definitions used in the BofA Settlement, the Capital One Settlement and the Citigroup Settlement. Please refer to www.creditcardclassaction.com for a complete set of definitions.

Alberta MasterCard Settlement Class or Alberta Visa Settlement Class means all Alberta resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards or Visa Credit Cards, respectively, pursuant to the terms of Merchant Agreements, except the Excluded Persons.

BC MasterCard Settlement Class or BC Visa Settlement Class means all British Columbia resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards or Visa Credit Cards, respectively, pursuant to the terms of Merchant Agreements, except the Excluded Persons.

Excluded Person(s) means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

Merchant Agreements mean agreements entered into between Acquirers and Merchants which impose Merchant Discount Fees, including Interchange Fees, on Merchants whenever they accept payment from customers by way of Visa or MasterCard Credit Cards.

Merchant Discount Fees mean fees paid by Merchants arising from the use of Visa or MasterCard Credit Cards in Canada.

Ontario MasterCard Settlement Class or Ontario Visa Settlement Class means all Canadian resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards or Visa Credit Cards, respectively, pursuant to the terms of Merchant Agreements, except the BC Settlement Class, the Alberta Settlement Class, the Saskatchewan Settlement Class, the Quebec Settlement Class, and Excluded Persons.

Quebec MasterCard Settlement Class or Quebec Visa Settlement Class means all Quebec resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of MasterCard Credit Cards or Visa Credit Cards, respectively, pursuant to the terms of Merchant Agreements, except the Excluded Persons and any legal persons established for a private interest, partnership or association which at any time between December 17, 2009 and December 17, 2010 had under their direction or control more than 50 persons bound by it by contract of employment.

Saskatchewan MasterCard Settlement Class or Saskatchewan Visa Settlement Class means all Saskatchewan resident persons who, during the Class Period, accepted payments for the supply of goods or services by way of

MasterCard Credit Cards or Visa Credit Cards, respectively, pursuant to the terms of Merchant Agreements, except the Excluded Persons.

Settlement Class means all Persons included in the BC MasterCard Settlement Class, the BC Visa Settlement Class, the Alberta MasterCard Settlement Class, the Alberta Visa Settlement Class, the Saskatchewan MasterCard Settlement Class, the Saskatchewan Visa Settlement Class, the Ontario MasterCard Settlement Class, the Ontario Visa Settlement Class, the Quebec MasterCard Settlement Class and the Quebec Visa Settlement Class.

Schedule "C" to Citigroup Round 1 Order
BOFA, CAPITAL ONE and CITIGROUP NOTICE

Legal Notice

If you accepted Visa or MasterCard credits cards as payment for goods or services after March 23, 2001, your rights could be affected by proposed national class actions settlements with Bank of America, Capital One and Citigroup.

The Credit Card Actions

Class action lawsuits were commenced in British Columbia (the "BC Action"), Alberta, Saskatchewan, Quebec and Ontario (collectively, the "Credit Card Actions") against Visa Canada Corporation ("Visa"), MasterCard International Incorporated ("MasterCard") and certain banks which issue credit cards ("Issuing Banks") alleging each of Visa and MasterCard conspired with their issuing banks and Acquirers in setting the amount of interchange fees and imposing rules restricting merchants' ability to surcharge or refuse higher cost Visa and MasterCard credit cards ("Acquirer" is an organization or person that entered into a contract with a merchant for the provision of Visa Credit Card or MasterCard Credit Card services and charging Merchant Discount Fees, including Interchange fees in Canada). On March 27, 2014, the BC Action was certified as a class proceeding as against all defendants. This decision is currently under appeal.

The Settlements

Although Bank of America Corporation and BofA Canada Bank, formerly MBNA Canada Bank, affiliate of Bank of America Corporation (collectively, "BofA"), Capital One Bank (Canada Branch)("Capital One") and Citigroup Inc. ("Citigroup") deny liability, they have each reached national settlements with the plaintiffs (the "BofA Settlement", the "Capital One Settlement", and the "Citigroup Settlement", respectively, or collectively, the "Settlements"), subject to approval of the courts in British Columbia, Alberta, Saskatchewan, Quebec and Ontario (the "Courts"). BofA will pay CAD \$7,750,000, Capital One will pay \$ 4,250,000 and Citigroup will pay \$1,630,000 (collectively, the "Settlement Amounts") for the benefit of the Settlement Class Members (see below) and provide cooperation that will assist with prosecuting the ongoing actions against the non-settling defendants in exchange for a full release of claims against them and their related entities.

If any of the Settlements are approved, the Class Lawyers will ask the Courts to approve the deduction of certain amounts (collectively, the "Court Approved Expenses") from the Settlement Amounts, including costs incurred to distribute this notice and process opt-out requests, comments and objections (see below), a counsel fee of up to 25% of the recovered amounts, and disbursements.

As the Credit Card Actions will continue as against the other defendants, it is proposed that the amounts remaining from the Settlement Amounts after deduction of all Court Approved Expenses be held in trust for Settlement Class Members pending receipt of further settlements or awards that may justify a distribution effort, or conclusion of the Credit Card Actions. At such time, a distribution protocol will be created and submitted to the Courts for approval, and further notice will be provided to Settlement Class Members. If you would like to receive direct notice of any distribution efforts, please register at <registration website>, or contact one of the Class Lawyers listed below.

Certification/Authorization as Class Proceedings for Settlement Purposes

Separate and apart from the certification of the BC Action against all defendants, in order to implement the Settlements, the Courts have certified/authorized all of the Credit Card Actions as class proceedings against BofA, Capital One and Citigroup for settlement purposes only.

Who Are The Settlement Class Members?

You are a Settlement Class Member if you are a BofA Settlement Class Member, a Capital One Settlement Class Member and/or a Citigroup Settlement Class Member.

You are a BofA Settlement Class Member, a Capital One Settlement Class Member and a Citigroup Settlement Class Member if you accept or accepted MasterCard credit cards as payment for goods or services and incurred merchant discount fees, including interchange fees, in Canada since March 23, 2001.

You are a BofA Settlement Class Member and a Citigroup Settlement Class Member if you accept or accepted Visa credit cards as payment for goods or services and incurred merchant discount fees, including interchange fees, in Canada since March 23, 2001.

All Settlement Class Members are affected by this notice, whether or not they have a claim or potential claim against BofA, Capital One or Citigroup.

Settlement Approval Hearings

Hearings to consider approval of the Settlements, a counsel fee of up to 25% of the recovered amounts, and disbursements payable from the Settlement Amounts will be heard on <date> at <BC time> (British Columbia), <date> at <AB time> (Alberta), <date> at <SK time>(Saskatchewan), <date> at <QC time> (Quebec) and <date> at <ON time> (Ontario). Anyone can attend the hearings, but if you wish to speak to the Court, please advise the Opt-Out Administrator (Epiq Systems)*.

If you wish to provide written comment on or objection to the any of the Settlements, you must do so by delivering same to the Opt-Out Administrator* by <7 days before the first settlement approval hearing>. Comments or objections will be provided to the Court for consideration in whether to approve or reject the Settlements.

Participating in the Settlements or the Credit Card Actions

If you fall within the Settlement Class, including the Quebec Settlement Class (defined below), and wish to participate in the Settlements and in the Credit Card Actions, you do not need to do anything at this time.

Opting Out of the Class Proceedings

BECAUSE OF DIFFERENCES IN THE ORDERS MADE BY THE COURTS, THE CONSEQUENCES OF NOT OPTING OUT VARY DEPENDING ON WHETHER YOU ARE A QUEBEC SETTLEMENT CLASS MEMBER (A SUBGROUP OF THE SETTLEMENT CLASS) OR NOT.

You are a **Quebec Settlement Class Member** if you are a Quebec resident person who accepted Visa and/or MasterCard credit cards as payment for goods or services and incurred merchant discount fees, including interchange fees, in Canada, since March 23, 2001. Any legal persons established for a private interest, partnership or association which at any time between December 17, 2009 and December 17, 2010 had under its direction or control more than 50 persons bound to it by contract of employment are **not** Quebec Settlement Class Members.

The deadline to opt out of the Settlements or the class actions is **◆**, 2015.

Consequences of Opting Out

By opting out, you are choosing:

- 1) **not** to take part in any of the Settlements,
- 2) **not** to participate in the ongoing prosecution of the Credit Card Class Actions against the other defendants, AND
- 3) **not** to participate in any future settlements reached in the Credit Card Class Actions.

Settlement Class Members who opt out (including Quebec Settlement Class Members) will not be bound by any of the Settlements or the releases in the Settlements, but will also not be entitled to share in any of the proceeds that may become available to merchants as part of the Settlements. Settlement Class Members who opt out (including Quebec Settlement Class Members) will also not be entitled to participate in the continued prosecution of the Credit Card Class Actions or future settlements.

Consequences of Not Opting Out

a) Quebec Settlement Class Members

Quebec Settlement Class Members who **do not opt out** will be bound by the Settlements and the releases in them, and will be entitled to share in any of the proceeds that may become available to merchants as part of the Settlements, but will have a further opportunity to opt out of the ongoing litigation against the other defendants if and when such litigation is authorized as a class action against some or all of those remaining defendants.

b) All Other Settlement Class Members

The election to opt out by all other Settlement Class Members also operates in relation to future settlements and the ongoing litigation against the remaining defendants.

Settlement Class Members who are not Quebec Settlement Class Members who **do not opt out** will be bound by the Settlements and the releases in them, and will be entitled to share in any of the proceeds that may become available to merchants as part of the Settlements, and the ongoing litigation against the other defendants. Settlement Class Members who are not Quebec Settlement Class Members who **do not opt out** will not have a further opportunity to opt out of the ongoing litigation against the other defendants if and when such litigation is authorized as a class action against some or all of those remaining defendants.

* * *

FOR MORE INFORMATION on the status of the approval hearings or on how to opt out of the Credit Card Actions, comment or object to any of the Settlements, or to view the Settlements and a list of other definitions that apply to this Notice, visit www.creditcardclassaction.com, which will be periodically updated with information on the Settlements approval process and the Credit Card Actions.

*For communications with the Opt-Out Administrator, Epiq Systems call <>, email <>, fax <> or write to <address>.

CLASS LAWYERS can be reached at info@creditcardclassaction.com and are:

- Branch MacMaster LLP at (604) 654-2999 (Luciana Brasil)
- Camp Fiorante Mathews Mogerman at (604) 689-7555 (David Jones)
- Consumer Law Group (for Quebec residents) at 1-888-909-7863 x220 (Jeff Orenstein)

This notice is approved by the Courts.

Schedule "D" to Citigroup Round 1 Order

PLAN OF DISSEMINATION

**Notice of Certification/Authorization and Settlement Approval Hearing
in the Matter of Visa/MasterCard Class Action Litigation**

The Plaintiffs propose that the Notice of Certification/Authorization and Settlement Approval Hearing (the "Pre-Approval Notice") shall be distributed in the following manner:

1. Published once in the following newspapers, in either English or French, as is appropriate for each newspaper, in a size no less than 1/6 page, and preferably in a business section (if available), subject to each having reasonable publication deadlines and costs:
 - (a) The Globe and Mail, national edition;
 - (b) National Post, national edition;
 - (c) Montreal La Presse; and
 - (d) Montreal The Gazette.

2. Published once in the following seven (7) industry magazines, in either English or French, as is appropriate for each magazine, subject to each having reasonable publication deadlines and costs:
 - (a) Retail Council of Canada's Canadian Retailer Magazine;
 - (b) Retail Council of Canada's Weekly e-Newsletter;
 - (c) Canadian Convenience Stores Association's C-Store Life;
 - (d) Canadian Restaurant and Foodservices News
 - (e) Grocery Business Magazine;
 - (f) Canadian Business (Profit Report) - E-News; and
 - (g) Canadian Business / PROFIT.

3. Sent to the following twenty (20) industry associations whose members accept Visa or MasterCard credit cards as a means of payment for goods or services, in either English or French, as is appropriate for each association, requesting voluntary distribution to their membership, including:
 - (a) Retail Council of Canada;

- (b) Canadian Federation of Independent Businesses (CFIB);
 - (c) Retail Merchants Association of Canada (Ontario) Inc.;
 - (d) Canadian Restaurant and Foodservices Association;
 - (e) Canadian Convenience Stores Association;
 - (f) Canadian Federation of Independent Grocers (CFIG);
 - (g) Food and Consumer Products of Canada;
 - (h) Canadian Association of Chain Drug Stores;
 - (i) Tourism Industry Association of Canada;
 - (j) Canadian Independent Petroleum Marketers Association;
 - (k) Canadian Jewellers Association;
 - (l) Small Business Matters;
 - (m) Canadian Wireless Telecommunications Association (CWTA);
 - (n) Canadian Association of Home and Property Inspectors;
 - (o) Canadian Parking Association;
 - (p) Association of Universities and Colleges of Canada;
 - (q) Automotive Retailers Association;
 - (r) Canadian Deals and Coupons Association;
 - (s) Canadian Cosmetic, Toiletry and Fragrance Association; and
 - (t) Canadian Franchise Association.
4. A copy will be posted in electronic format in English and in French on the websites of the Consortium Counsel.
 5. A copy will be provided to the CBA National Class Action Registry with a request that it be posted online.
 6. A copy will be sent to all persons who have contacted the Consortium Counsel and identified themselves as being potential class members.

Press Notice:

7. A Press Notice may be issued by the Plaintiff as a press release on the Canada Newswire. The wording of the Press Notice would require court approval before publication.

SCHEDULE B
FORM OF B.C. ORDER APPROVING SETTLEMENT

Court File No. VLC-S-S-112003
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Coburn and Watson's Metropolitan Home dba
Metropolitan Home

Plaintiff

and:

Bank of America Corporation, BMO Financial Group, Bank of
Nova Scotia, Canadian Imperial Bank of Commerce, Capital
One Bank (Canada Branch), Citigroup Inc., Fédération des
caisses Desjardins du Québec, MasterCard International
Incorporated, National Bank of Canada Inc., Royal Bank of
Canada, Toronto-Dominion Bank, and Visa Canada
Corporation

Defendants

Brought pursuant to the *Class Proceedings Act*, RSBC, 1996, c 50

**ORDER MADE AFTER APPLICATION
(CITIGROUP SETTLEMENT APPROVAL)**

BEFORE Choose an item. LAST NAME

) dd/mmm/yyyy
)

ON THE APPLICATION of the Plaintiff, Coburn and Watson's Metropolitan Home dba Metropolitan Home, coming on for hearing at 800 Smithe Street, Vancouver, B.C. on ♦, for an order approving the agreement made between the Plaintiff and others and Citigroup Inc. (the "Settling Defendant"), dated ♦ (the "Settlement Agreement");

ON HEARING the submissions of Ward K. Branch, Luciana Brasil and Reidar Mogerman, counsel for the Plaintiff and ♦, counsel for the Settling Defendant, ♦[counsel for Non-Settling Defendants];

AND ON READING the pleadings and materials filed, including ♦;

AND ON BEING ADVISED that the Parties consent to this Order;

AND ON BEING ADVISED that the Non-Settling Defendants take no position on this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order;
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. The Settlement Agreement is fair, reasonable and in the best interests of the BC MasterCard Settlement Class (the "BC Settlement Class");
4. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50 and shall be implemented in accordance with its terms and the terms of this Order;
5. This Order, including the Settlement Agreement is binding upon the representative plaintiff and all members of the BC Settlement Class who have not validly opted-out (collectively, the "BC Settlement Class Members, each a "BC Settlement Class Member"), and the Settling Defendant;
6. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the BC Proceeding;
7. Upon the Effective Date, each BC Settlement Class Member shall consent to and shall be deemed to have consented to the dismissal as against the Releasees of any other actions or proceedings in BC he, she or it has commenced, without costs and with prejudice;
8. Upon the Effective Date, each other action or proceeding commenced in BC by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice;
9. Upon the Effective Date, each Releasor who has not validly opted-out of the BC Proceeding has released and shall be conclusively deemed to have forever, finally and absolutely released the Releasees from the Released Claims;
10. Upon the Effective Date, each Releasor shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or

any other person, any action, suit, cause of action, claim, proceeding, complaint or demand against, or collect or seek to recover from, any Releasee or any other person or persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of any proceedings against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees, and are permanently barred and enjoined from doing so;

11. The use of the terms "Releasers" and "Released Claims" in this Order does not constitute a release of claims by those BC Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors;
12. Instead of releasing the claims against the Releasees, upon the Effective Date, each BC Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to sue or make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims;
13. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Canadian Proceedings or otherwise, by any Non-Settling Defendant, a Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any other Person or party (excepting (i) a claim by a Releasee against any Person excluded in writing from the definition of Releasees; (ii) a claim by a Releasee pursuant to a policy of insurance, provided any such claim involves no right of subrogation against any Non-Settling Defendant; (iii) a claim by a Person who has validly and in a timely way opted-out of the Canadian Proceedings; and (iv) a claim by a Non-Settling Defendant or any Person or party for contribution, indemnity or other claims over relating to Interchange Fees that have not been released pursuant to section 5.1(3) of the Settlement Agreement, are barred, prohibited and enjoined in accordance with the terms of this Order;
14. If, in the absence of paragraph 13 of this Order, this Court or a final appellate decision in this proceeding determines that there is a right of contribution, indemnity or other claims over, whether in equity or in law, by statute, contract or otherwise:
 - (a) The BC Settlement Class Members shall limit their claims against the Non-Settling Defendants (and/or named or unnamed co-conspirators who are not Releasees) to not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that

portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise; and

- (b) This Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Proceeding, whether or not the Releasees remain in the BC Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Proceeding and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Proceeding and shall not be binding on the Releasees in any other proceedings;
15. Subject to paragraph 14 hereof, a Non-Settling Defendant may, on motion to this Court brought on at least ten (10) days' notice to counsel for the Settling Defendant, and not to be brought unless and until the BC Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal from such certification have been exhausted, seek orders for the following:
- (a) Documentary discovery and an affidavit of documents in accordance with the *Supreme Court Civil Rules*, BC Reg 168/2009 from the Settling Defendant;
 - (b) Oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;
 - (c) Leave to serve a request to admit on the Settling Defendant in respect of factual matters; and/or
 - (d) The production of a representative of the Settling Defendant to testify at trial, with such witnesses to be subject to cross-examination by counsel for the Non-Settling Defendants;
16. The Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 15 of this Order;
17. A Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 15 above on the Settling Defendant by service on counsel of record for the Settling Defendant in the BC Proceeding;
18. For purposes of enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role and the Settling Defendant acknowledges the jurisdiction of this Court and attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the

Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order;

19. Except as provided herein, this Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees in the BC Proceeding;
20. No Releasee shall have any responsibility or liability relating to the administration of the Settlement Agreement or the Distribution Protocol or the administration, investment, or distribution of the Trust Account;
21. Subject to the provisions of the Settlement Agreement, the Settlement Amount, plus accrued interest less any monies paid out pursuant to the Settlement Agreement, shall be held in trust for the benefit of the Settlement Class, pending further order of the Courts;
22. The approval of the Settlement Agreement is contingent upon approval by the Alberta Court, the Saskatchewan Court, the Quebec Court and the Ontario Court and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Alberta Court, the Saskatchewan Court, the Quebec Court and the Ontario Court and the Ontario Proceeding, the Saskatchewan Proceeding, and the Alberta Proceeding have been dismissed with prejudice and without costs and the Quebec Proceeding has been declared settled out of court as against the Settling Defendants in the relevant proceeding by the Courts. If such orders are not secured in Alberta, Saskatchewan Quebec and Ontario, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the BC Proceeding and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice;
23. In the event that the Settlement Agreement is terminated in accordance with its terms, on motion made on notice to the Plaintiff or the Settling Defendant, as appropriate:
 - (a) This Order shall be declared null and void and be without prejudice to any party; and
 - (b) Each party to the BC Proceeding shall be restored to his, her or its respective position in the BC Proceeding as it existed immediately prior to the execution of the Settlement Agreement.
24. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement;
25. The determination of the form of any additional notice to the Settlement Class Members regarding approval of the Settlement Agreement and/or claims filing

process, and the approval of a plan of dissemination of any additional notice be and are hereby adjourned to be dealt with by further orders of the Courts;

26. Except as aforesaid, the BC Proceeding be and is hereby dismissed against the Settling Defendant without costs and with prejudice;

Endorsement of this Order

27. This Order may be endorsed in counterpart, electronically or by facsimile; and

28. Endorsement of this Order by the Non-Settling Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Plaintiff

WARD BRANCH for Branch MacMaster
LLP

Signature of lawyer for Citigroup Inc.

MIKE ADLEM for Gowling Lafleur
Henderson LLP

By the Court

Registrar

Court File No. VLC-S-S-112003
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Coburn and Watson's Metropolitan Home dba
Metropolitan Home

Plaintiff

and:

Bank of America Corporation, BMO Financial Group, Bank of
Nova Scotia, Canadian Imperial Bank of Commerce, Capital
One Bank (Canada Branch), Citigroup Inc., Fédération des
caisses Desjardins du Québec, MasterCard International
Incorporated, National Bank of Canada Inc., Royal Bank of
Canada, Toronto-Dominion Bank, and Visa Canada
Corporation

Defendants

Brought pursuant to the *Class Proceedings Act*, RSBC, 1996, c 50

ORDER MADE AFTER APPLICATION

CAMP FIORANTE MATTHEWS MOGERMAN
Barristers & Solicitors
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
Email: service@cfmlawyers.ca

SCHEDULE C
CONFIDENTIAL OPT-OUT THRESHOLD
[REDACTED]