

Did you use your Visa or Mastercard debit card or Visa, Mastercard, or Discover non-rewards credit card to make a purchase from 2015 to 2022?

You could be part of a class action lawsuit against American Express Company and American Express Travel Related Services Company, Inc. (“Amex”).

A federal court has authorized this notice. You are not being sued.

- You could be affected by a class action lawsuit against American Express Company and American Express Travel Related Services Company, Inc. (“Amex”). The lawsuit claims that Amex has rules or provisions in its merchant agreements that do not allow merchants who accept American Express cards for payment to “steer” or encourage customers to pay with a different card that may charge the merchant a lower fee. Merchants then raise their prices to cover the Amex fee and charge all customers the same price. Therefore, customers who do not use an Amex card to make purchases end up paying more money than they would have without these rules.
- A Court has approved the lawsuit to proceed as a class action for several classes, or groups of people, that could include you (see Question 4).
 - Generally, you are included in one of the Debit-card classes if you are a person who is a Visa or Mastercard debit card holder, and you, or an authorized user, used this debit card to purchase a good or service from a Qualifying Merchant (see Question 6) in Alabama, the District of Columbia, Illinois, Kansas, Maine, Mississippi, North Carolina, Oregon, or Utah. Your account address and the purchase made had to be in the same state and in Alabama, the District of Columbia, Maine, North Carolina, Oregon, or Utah from January 29, 2015, to June 1, 2022, or in Kansas, Illinois, or Mississippi from January 29, 2016, to June 1, 2022.
 - Generally, you are included in one of the non-rewards credit-card classes if you are a person who is a card holder, you have a Visa, Mastercard, or Discover general purpose credit or charge card account that does not offer credit card rewards or charge an annual fee, and you, or an authorized user, used this card to purchase a good or service from a Qualifying Merchant (see Question 6) in the District of Columbia, Kansas, or Illinois. Your billing address and the purchase made had to be in the same state and in District of Columbia from January 29, 2015, to June 1, 2022, or in Kansas or Illinois from January 29, 2016, to June 1, 2022.
- The Court has not decided whether Amex did anything wrong. Trial in this case is set to begin on July 28, 2025. There is no money available now and no guarantee there will be. However, your rights are affected, and you have a choice to make now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Possibly get benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or settlement. But you give up any rights to sue Amex on your own about the claims in this lawsuit.</p>
EXCLUDE YOURSELF	<p>Get out of this lawsuit. Get no benefits from it. Keep your rights.</p> <p>If you ask to be excluded from the lawsuit, you will not get any money or benefits that may come from a trial or settlement. But you keep any rights to sue Amex on your own about the claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act by **May 2, 2025**.
- Lawyers must prove the claims against Amex at a trial. If money or benefits are obtained in the future, you will be notified about how to ask for a share.

Basic Information

1. Why was this notice issued?

This lawsuit has been “certified” as a class action. This means that the lawsuit meets the requirements for class actions and may proceed to trial. If you are included, you have a right to know about your rights and options before the Court holds a trial to decide whether the claims being made against Amex are correct. This notice explains all of these things.

Judge Nicholas G. Garaufis, of the United States District Court for the Eastern District of New York, is currently overseeing this lawsuit. This case is known as *Oliver v. Am. Express Co.*, No. 19-CV-566. The people who filed the class action case are called the Plaintiffs. The Defendants in the lawsuit are American Express Company and American Express Travel Related Services Company, Inc. (“Amex”).

2. What is this lawsuit about?

Amex gives merchants a payment service that allows customers to purchase goods and services with an Amex credit or charge card. Amex charges the merchants a fee to use this payment service. To process payments using the Amex payment network, merchants must sign an agreement. This agreement has rules or provisions saying merchants cannot “steer” or encourage customers to pay with a different card that may charge the merchant a lower fee. Merchants then raise their prices on goods and services to cover the Amex fee and charge all customers the same price. Therefore, customers, including those who do not use an Amex card to make purchases, end up paying more money than they would have without these rules.

Amex denies these claims. The Court has not decided whether the Plaintiffs or Amex are right. The lawyers for the Plaintiffs will have to prove their claims in Court.

Visa, Mastercard, Discover, and the 38 Qualifying Merchants (see Question 6) are NOT accused of any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called “class representatives” (in this case, Allie Stewart Willingham, Angela Clark, Sarah Grant, Andrew Amend, Abigail Baker, James Robbins, Emily Counts, Debbie Tingle, Shawn O’Keefe, David Moskowitz, Wyatt Cooper, and Ricky Amaro) sue on behalf of people who have similar claims. All of these people are a “class” or “class members.” One court and one case resolve the issues for all class members, except for those people who exclude themselves from the classes.

4. Who is a member of the classes?

The Court has approved the lawsuit to proceed as a class action on behalf of nine debit-card and three non-rewards credit-card “classes” or groups of people.

Debit-card classes

You are included in the Debit-card classes if you are a (natural) person who is a card account holder and:

- Your account billing address was in one of the nine states below during the applicable time period (“Class Period”) and
- You used, or allowed an authorized user to use, this Visa or Mastercard debit card account to purchase a good or service from a Qualifying Merchant during the Class Period in that same state.

Here is a list of the included states and the applicable Class Periods:

Statewide debit-card class	Class Period
Alabama	January 29, 2015, to June 1, 2022
District of Columbia	January 29, 2015, to June 1, 2022
Illinois	January 29, 2016, to June 1, 2022
Kansas	January 29, 2016, to June 1, 2022
Maine	January 29, 2015, to June 1, 2022
Mississippi	January 29, 2016, to June 1, 2022
North Carolina	January 29, 2015, to June 1, 2022
Oregon	January 29, 2015, to June 1, 2022
Utah	January 29, 2015, to June 1, 2022

Non-rewards credit-card classes

You are included in the non-rewards credit-card classes if you are a (natural) person who is a card account holder and:

- Your account billing address was in one of the three states below during the applicable time period (“Class Period”),
- Your Visa, Mastercard, or Discover general purpose credit or charge card account does not offer credit card rewards or charge an annual fee, and
- You used, or allowed an authorized user to use, this credit or charge card account to purchase a good or service from a Qualifying Merchant during the Class Period, in that same state.

Here is a list of the included states and the applicable Class Periods:

Statewide non-rewards credit-card class	Class Period
District of Columbia	January 29, 2015, to June 1, 2022
Illinois	January 29, 2016, to June 1, 2022
Kansas	January 29, 2016, to June 1, 2022

A complete list of Qualifying Merchants is available at www.AmexAntitrust.com and in Question 6.

5. Who and what are not included in the classes?

The classes do **not** include:

- People who are currently Amex credit or charge card (including Amex co-branded cards) account holders or authorized users;
- People who were Amex credit or charge card account holders or authorized users in the included states during the applicable Class Periods;
- Amex and its parent companies, subsidiaries, agents, and affiliates; any governmental entities; and any judges or justices assigned to hear any aspect of this action;
- Purchases made with Visa, Mastercard, or Discover general purpose credit or charge card accounts that do offer credit card rewards or charge an annual fee;
- Purchases of prescription drugs or other medical services from a pharmacy for which the purchaser only paid a flat copay per their insurance plan; or
- People that exclude themselves from the classes (see Question 10).

6. Who are the Qualifying Merchants?

The 38 Qualifying Merchants and the retail stores, brands, or banners under which they operate are:

Merchant	Retail Store, Brand, or Banner
Academy Sports and Outdoors, Inc.	Academy Sports + Outdoors
Advance Auto Parts, Inc.	Advance Auto Parts

Merchant	Retail Store, Brand, or Banner
Albertsons Companies, Inc.	Albertsons, Safeway, Vons, Pavilions, Randalls, Tom Thumb, Carrs, Jewel-Osco, Acme, Shaw's, Star Market, United Supermarkets, Market Street, Haggen, Kings Food Markets, and Balducci's Food Lovers Market
American Eagle Outfitters, Inc.	American Eagle Outfitters, Aerie, Todd Snyder New York
Bed Bath & Beyond Inc.	Bed Bath & Beyond, buybuy BABY, Harmon, Harmon Face Values, Face Values, Harmon Health and Beauty, Decorist
Best Buy Co., Inc.	Best Buy, Best Buy Business, Best Buy Express, Best Buy Health, CST, Geek Squad, GreatCall, Lively, Magnolia, and Pacific Kitchen and Home
Big Lots, Inc.	Big Lots
BI-LO, LLC	BI-LO
BJ's Wholesale Club Holdings, Inc.	BJ's Wholesale Club
Burlington Stores, Inc.	Burlington Stores, Baby Depot, Burlington Coat Factory, Cohoes Fashions, MJM Designer Shoes
Camping World Holdings, Inc.	Camping World, Good Sam Club
Circle K Stores, Inc.	Circle K
CVS Health Corporation	CVS Pharmacy
Dick's Sporting Goods, Inc.	Dick's Sporting Goods, Golf Galaxy, Field & Stream, and GameChanger
Foot Locker, Inc.	Foot Locker
GameStop Corp.	GameStop
The Gap, Inc.	Gap, Old Navy, Banana Republic, Athleta, Intermix, Janie and Jack
H&M Hennes & Mauritz Ab	H&M, COS, H&M Home, "& Other Stories"
The Home Depot, Inc.	Home Depot
Hy-Vee, Inc.	Hy-Vee
Ikea, Inc.	Ikea
Kohl's Corporation	Kohl's
The Kroger Co.	Kroger
Lowe's Companies, Inc.	Lowe's
Meijer, Inc.	Meijer
Michaels Stores, Inc.	Michaels
Publix Super Markets, Inc.	Publix Super Markets
Rite Aid Corporation	Rite Aid
Ross Stores, Inc.	Ross Dress for Less
Sprouts Farmers Market, Inc.	Sprouts Farmers Market
Target Corporation	Target
The TJX Companies, Inc.	T.J. Maxx, Marshalls, and HomeGoods
Tractor Supply Company	Tractor Supply Company
Ulta Beauty, Inc.	Ulta Beauty, Ulta Salon, Cosmetics & Fragrance
United Natural Foods, Inc.	SuperValu
Walgreens Boots Alliance, Inc.	Walgreens
Walmart Inc.	Walmart, Sam's Club
Williams-Sonoma, Inc.	Williams Sonoma, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, Williams Sonoma Home, Rejuvenation, Mark and Graham

7. What are the Plaintiffs asking for?

Plaintiffs are asking for money damages for the members of the classes.

8. Is there any money available now?

No money or benefits are available now because the Court and/or jury has not yet decided whether Amex did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified how to ask for a share.

Your Rights and Options

You have to decide whether to stay in the classes or to exclude yourself by **May 2, 2025**.

9. What happens if I do nothing?

If you do nothing, you will automatically remain in any classes of which you are a member. You will be legally bound by all Court orders, good or bad. If you stay in the classes, you will not be able to sue Amex on your own about the claims in this lawsuit. If any money or benefits are awarded in the future, you may need to take action to get them.

10. What if I don't want to be in the classes?

If you decide not to participate in the lawsuit, you must exclude yourself—this is sometimes called “opting out.” If you exclude yourself, you will not get any money or benefits that may be obtained as a result of this lawsuit. You will not be bound by any Court orders, and you keep your right to sue Amex on your own about the claims in this lawsuit.

To exclude yourself from the classes, you must mail a letter to the Notice Administrator. Your request must include:

- Your name, address, and telephone number;
- Your email address (if available);
- A statement that you want to be excluded from the class action in *Oliver v. Am. Express Co.*, No. 19-CV-566;
 - (If you are a member of more than one class, and you want to opt out of some classes but stay in others, please state that you want to do that); and
- Your signature.

You must mail your exclusion request, postmarked no later than May 2, 2025, to:

Amex Antitrust
EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

The Lawyers Representing You

11. Do I have a lawyer in the case?

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

Joseph J. Tabacco, Jr. Todd A. Seaver Carl N. Hammarskjold Berman Tabacco 425 California Street, Suite 2300 San Francisco, CA 94104	Gordon Ball Jonathen T. Ball Gordon Ball PLLC 3728 West End Ave. Nashville, TN 37205	Jay B. Shapiro Samuel O. Patmore Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130
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Lewis S. Kahn Melinda A. Nicholson Kahn Swick & Foti, LLC 1100 Poydras Street, Suite 960 New Orleans, LA 70163	Christopher Lovell Gary S. Jacobson Lovell Stewart Halebian Jacobson LLP 500 5th Avenue, Suite 2440 New York, NY 10110	Marvin A. Miller Andrew Szot Miller Law LLC 53 W. Jackson Blvd., Suite 1320 Chicago, IL 60604
Jared B. Stamell Richard J. Schager, Jr. Stamell & Schager, LLP 260 Madison Ave., 16 th Floor New York, NY 10016-2410	Simon Paris Saltz Mongeluzzi & Bendesky P.C. One Liberty Place, 52nd Floor 1650 Market Street Philadelphia, PA 19103	Eric. D. Barton Wagstaff & Cartmell LLP 4740 Grand Avenue, Suite 300 Kansas City, MO 64112

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

12. How will the lawyers be paid?

If Class Counsel gets money or benefits for the classes, they will ask the Court for attorneys' fees and expenses. If the Court approves Class Counsel's request, the fees and expenses would be taken from any money obtained for the classes or paid separately by Amex. No matter what happens, you will not have to pay any attorney fees or expenses to the lawyers representing the classes.

The Trial

13. How and when will the Court decide who is right?

If the case is not dismissed or settled, the Plaintiffs will have to prove their claims at a trial that will take place on Trial in this case is set to begin on July 28, 2025 at 2pm, at the United States District Court for the New York Eastern District, 225 Cadman Plaza East, Brooklyn, NY 11201. During the trial, a jury and/or judge will hear evidence and decide whether the Plaintiffs or Amex are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win any money or benefits for the classes.

14. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or settlement, you will be notified about how to get a payment or benefits and your other options at that time. These things are not known right now. Important information about the case will be posted on the website, www.AmexAntitrust.com, as it becomes available.

Getting More Information

15. How do I get more information?

You can get more information at www.AmexAntitrust.com, by calling toll-free 1-877-315-0587, writing to Amex Antitrust, P.O. Box 170500, Milwaukee, WI 53217, or emailing info@AmexAntitrust.com.