

# 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?

***Your rights may be affected by a class action settlement.***

## Did you use your Visa, Mastercard, or Discover non-rewards credit card to make a purchase in Illinois from 2016 to 2022?

***You could get money from a \$17.5 million settlement.***

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

- There is a Settlement in a class action lawsuit with 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. Plaintiffs alleged that Amex’s anti-steering rules caused merchants to raise their prices to cover the Amex fee and charge all customers the same price. Therefore, customers who did not use an Amex card to make purchases ended up paying more money than they would have without these rules. Amex denies that it did anything wrong.
- You may have seen a previous notice about the Court certifying debit card and non-rewards credit card classes in this case (“Certified Classes”). That case went to trial, and the jury returned a verdict. This Notice is about the post-verdict Settlement with Amex.
- You are included in the Settlement if you are part of one or more of the Certified Classes:
  - 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 7*) 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 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.
- If you are in the Illinois non-rewards credit card class, you may be able to get money from this Settlement (*see Question 12*).
- A \$17.5 million Settlement Fund will pay (1) taxes; (2) notice and administration costs; (3) attorneys’ fees and expenses; (4) service awards to class representatives; (5) other costs, fees, and expenses; and (6) money to eligible Class Members.
- **Your legal rights are affected even if you do nothing. Please read this Notice carefully.**

## YOUR LEGAL RIGHTS AND OPTIONS

|                        |   |
|------------------------|---|
| <b>SUBMIT A CLAIM</b>  | If you are an Illinois non-rewards credit card class member, you can submit a claim to get a payment from the Settlement. |
| <b>OBJECT</b>          | Write to the Court if you don't like the Settlement.  |
| <b>GO TO A HEARING</b> | Ask to speak in Court about the fairness of the Settlement.   |
| <b>DO NOTHING</b>      | Get no payment.   |

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

### Basic Information

#### 1. Why was this Notice issued?

The Court authorized this Notice because Class Members in the Certified Classes have a right to know about a proposed Settlement, and their rights and options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and Class Members' legal rights. If you are a Class Member, your legal rights are affected whether you act or not.

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 *Moskowitz 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 provides merchants with 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. Plaintiffs alleged that Amex's anti-steering rules caused merchants to 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, ended up paying more money than they would have without these rules.

Amex denies these claims and that it did anything wrong. The trial against Amex concluded on August 28, 2025. The jury found Amex did violate the law of Illinois, but not the laws of the other states with certified classes. The jury also found that only the Illinois non-reward credit card class (and not the Illinois debit card class) had been damaged. Amex and Plaintiffs agreed to settle the lawsuit before the Court entered a final judgment. Class Members in the Illinois non-rewards credit card class are now able to submit claims to get money.

Visa, Mastercard, Discover, and the 38 Qualifying Merchants (see Question 7) are NOT accused of any wrongdoing.

This Notice is only a summary. More detail is provided in the Settlement Agreement, available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com).

### 3. Why is this a class action?

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

### 4. Why is there a Settlement?

The trial against Amex concluded on August 28, 2025. However, both sides agreed to a Settlement before the Court made a judgment. By agreeing to the Settlement, Class Members receive the benefits described in this Notice. Class Counsel believe that the Settlement is best for all Class Members.

## Who Is in the Settlement?

### 5. Who is included in the Settlement?

You are included in the Settlement if you are in one or more of the nine debit card and three non-rewards credit card “Certified Classes.”

#### 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 |

You may file a claim to get a payment from the Settlement if you are in the Illinois non-rewards credit card class.

A complete list of Qualifying Merchants is available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com) and in Question 7.

## 6. Who is not included?

The Certified 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 previously excluded themselves.

## 7. 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   |
| 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"  |

| <b>Merchant</b>                | <b>Retail Store, Brand, or Banner</b>  |
|--------------------------------|--|
| 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 |

## **8. What if I'm still not sure if I'm included?**

If you are not sure whether you are included, or have any other questions, visit the website, [www.AmexAntitrust.com](http://www.AmexAntitrust.com), or call the toll-free number, 1-877-315-0587. You may also send questions to the Settlement Administrator at Amex Antitrust, c/o A.B. Data, Ltd., P.O. Box 173092, Milwaukee, WI 53217.

## **9. Can I still ask to exclude myself?**

No. The deadline to exclude yourself from the certified classes has passed. You cannot ask to be excluded now.

## **10. If I didn't exclude myself, can I sue Amex for the same thing later?**

No. Unless you previously excluded yourself, you gave up the right to sue Amex for the claims in this lawsuit. All of the Court's decisions bind you. The Settlement Agreement describes the specific claims you will give up (or "release"), so read it carefully. The Settlement Agreement is available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com). If you have any questions, you can talk to the lawyers listed in Question 19 for free, or you can talk to your own lawyer if you have questions about what this means.

## **The Settlement Benefits**

## **11. What does the Settlement provide?**

Members of all the classes (Illinois and all other states) release their claims against Amex if the Settlement is approved and becomes final.

If the Settlement is approved and becomes final, it will provide money to Class Members in the Illinois non-rewards credit card class. Amex will pay \$17.5 million into a Settlement Fund. If the Settlement is approved by the Court, the Settlement Fund will be used to pay:

- Taxes;
- Notice and administration costs;
- Attorneys' fees up to 33% of the Settlement Fund, plus expenses up to \$8 million;
- Service awards for class representative;
- Other costs, fees, and expenses; and
- Money to eligible Class Members.

The Settlement Agreement, available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com), has more information.

## **12. Who can file a claim to get a payment?**

You may file a claim to get a payment from the Settlement if you are in the Illinois non-rewards credit card class. This is the only class that won at trial.

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

- Your account billing address was in Illinois during January 29, 2016, to June 1, 2022,
- 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 in Illinois during January 29, 2016, to June 1, 2022.

## **13. How much will my payment be?**

At this time, it is unknown how much each Class Member who files a valid claim will receive. Your payment amount will depend on the number of valid and timely claims. After the taxes; notice and administration costs; and any Court-approved attorneys' and other fees, costs, and expenses and service awards are paid from the Settlement Fund, the remaining amount will be used to pay eligible Class Members. This remaining amount will be divided into equal (or *per capita*) shares and paid to each valid claimant.

Payments will be based on a Plan of Distribution approved by the Court. The proposed Plan of Distribution will be available for review at [www.AmexAntitrust.com](http://www.AmexAntitrust.com).

## **14. What happens if there are funds remaining after distribution?**

No remaining funds will be returned to Amex.

## **15. When will I get my payment?**

Eligible Class Members will receive their payments after the Court grants final approval to the Settlement and any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

## **16. If I excluded myself, can I get money from the Settlement?**

No. If you excluded yourself, you cannot file a claim, and you will not get any money from the Settlement.

## **17. If I am not part of the Illinois non-rewards credit card class, can I get money from the Settlement?**

No. If you are not a Class Member in the Illinois non-rewards credit card class, you cannot file a claim, and you will not get any money from the Settlement.

## How to Get a Payment

### 18. How can I get a payment?

If you are in the Illinois non-rewards credit card class and want to ask for a payment, you must complete and submit a valid Claim Form online at [www.AmexAntitrust.com](http://www.AmexAntitrust.com) or by mail postmarked no later than May 19, 2026. Claims submitted by mail should be sent to:

Amex Antitrust  
c/o A.B. Data, Ltd.  
P.O. Box 173092  
Milwaukee, WI 53217

You can get a Claim Form at [www.AmexAntitrust.com](http://www.AmexAntitrust.com) or by calling 1-877-315-0587.

## The Lawyers Representing You

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

### 20. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will ask the Court for attorneys' fees up to 33.3% of the Settlement Fund plus litigation expenses up to \$8 million. Class Counsel will also ask the Court for service awards for the class representatives for their work on behalf of the certified classes. Any attorneys' fees, expenses, and costs, and service awards approved by the Court will be paid out of the Settlement Fund.

When Class Counsel's motion for fees, expenses, and class representative service awards is filed, it will be available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com).

## Objecting to the Settlement

### 21. How can I tell the Court if I do not like the Settlement?

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

To object, you must send a letter to the Court saying that you object to *Moskowitz v. Am. Express Co.*, No. 19-CV-566.

Be sure to include:

- Your name, address, telephone number, and email address (if applicable);
- Your lawyer's name, address, telephone number, and email address (if you have one);
- Proof that you are a Class Member;
- A statement saying if your objection applies only to you or others;
- The reasons you object;
- Any documents and/or supporting evidence;
- Your lawyer's signature (if you have one); and
- Your signature.

You must mail your objection to the following address, postmarked no later than April 29, 2026:

| Court  |
|--|
| Clerk of the Court<br>United States District Court for the<br>New York Eastern District<br>United States Courthouse<br>225 Cadman Plaza East<br>Brooklyn, NY 11201 |

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

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

### 23. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. If you object to the Settlement, you are still a Class Member, and you can submit a Claim Form if you are in the Illinois non-rewards credit card class.

Excluding yourself is telling the Court that you do not want to be a part of the lawsuit. The deadline to exclude yourself has passed. If you excluded yourself, you cannot receive a payment from the Settlement. If you excluded yourself, you will also have no basis to object to the Settlement and appear at the Final Approval Hearing, because it no longer affects you.

## The Final Approval Hearing

The Court will hold a hearing (called a Final Approval Hearing or Settlement Hearing) to decide whether to approve the Settlement. You may attend and ask to speak, but you don't have to.

## **24. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on June 17, 2026, at 11:00 a.m. at the United States District Court for the New York Eastern District, 225 Cadman Plaza East, Brooklyn, NY 11201. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.AmexAntitrust.com](http://www.AmexAntitrust.com) for updates.

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

## **25. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have at the Final Approval Hearing. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **26. May I speak at the Final Approval Hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you (or your attorney) must send a letter stating that it is your "Notice of Intention to Appear in *Moskowitz v. Am. Express Co.*, No. 19-CV-566." Be sure to include your full name, address, telephone number, and email address. You and your attorney (if you have one) must sign the Notice of Intention to Appear. Your Notice of Intention to Appear must be postmarked no later than May 19, 2026, and must be sent to the Court's address listed in Question 21.

### **If You Do Nothing**

## **27. What happens if I do nothing?**

If you do nothing, you are still bound by the Court's decisions. You will not get any money from the Settlement. If you are in the Illinois non-rewards credit card class and want to ask for a payment, you must complete and submit a Claim Form by May 19, 2026 (see Question 18).

### **Getting More Information**

## **28. How do I get more information?**

This Notice is only a summary. More details are in the Settlement Agreement, available at [www.AmexAntitrust.com](http://www.AmexAntitrust.com). If you have questions, you also may contact the Settlement Administrator by writing to Amex Antitrust, c/o A.B. Data, Ltd., P.O. Box 173092, Milwaukee, WI 53217, emailing [info@AmexAntitrust.com](mailto:info@AmexAntitrust.com), or calling the toll-free number 1-877-315-0587.

You may also be able to access the Settlement Agreement and other Court documents by (a) accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the Office of the Clerk, United States District Court for the New York Eastern District, 225 Cadman Plaza East, Brooklyn, NY 11201, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.