

## If you contracted to receive payment card processing services with Worldpay US, Inc., you may qualify for benefits from a class action settlement.

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

- A settlement has been proposed to end two class action lawsuits brought against Worldpay US, Inc. (“Defendant”). The lawsuits, *Alghadeer Bakery and Market, Inc. v. Worldpay US, Inc.*, N.D. Ga. Civil Action File No. 1:16-cv-03627-MLB, and *Acebedo & Johnson, LLC, et al. v. Worldpay US, Inc.*, N.D. Ga. Civil Action File No. 1:18-cv-02688-MLB, allege that Defendant assessed unauthorized charges for payment card processing services. Defendant denies these allegations but has entered into this Settlement to avoid the expense and uncertainty of litigation.
- Under the Settlement, if approved by the Court, Defendant will pay \$15 million into a Settlement Fund to be distributed to Small Business Unit (“SBU”) and Independent Sales Organization (“ISO”) customers who contracted with Worldpay US, Inc. for payment processing services from August 26, 2010 through January 10, 2020. Defendant has also agreed to amend its account terms and conditions as part of the Settlement.
- Settlement Class Members who file a valid and timely claim are eligible to receive a cash payment. The amount of your cash payment will be based on a four-part formula, which is attached as Exhibit 1 to the Settlement Agreement. The deadline for filing your claim is **July 8, 2020**.
- The costs of notice and administration and, if approved by the Court, the fees and expenses of the lawyers representing the Class and Service Awards to the Class Representatives will be paid out of the Settlement Fund.
- The Court has scheduled a hearing on **June 3, 2020**, in Atlanta, Georgia to decide whether to finally approve the Settlement and other related matters.

*Your legal rights are affected whether you act or don’t act. Read this Notice carefully.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	You will get no financial compensation and forfeit your right to sue Defendant for the claims being resolved by this Settlement.
<b>ACCEPT THE BENEFITS OF THE SETTLEMENT</b>	You must file a Claim Form to be eligible for a payment. This is the only way to get financial compensation from the Settlement.
<b>EXCLUDE YOURSELF FROM (OPT OUT OF) THE SETTLEMENT</b>	If you ask to be excluded, you will not receive any benefits from the Settlement, but you may be able to file your own lawsuit.
<b>OBJECT</b>	You may remain in the case and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.

- 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 be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

According to the records of Worldpay US, Inc., you are an ISO or SBU merchant that entered into a payment card processing service contract with Worldpay US, Inc. and paid one or more of the Subject Fees between August 26, 2010 and January 10, 2020.

The Court authorized this Notice because you have a right to know about your rights under a proposed class action before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the cash payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. What are these lawsuits about?

The lawsuits, known as *Alghadeer Bakery and Market, Inc. v. Worldpay US, Inc.*, N.D. Ga. Civil Action File No. 1:16-cv-03627-MLB, and *Acebedo & Johnson, LLC, et al. v. Worldpay US, Inc.*, N.D. Ga. Civil Action File No. 1:18-cv-02688-MLB, are pending in the United States District Court for the Northern District of Georgia. The four merchants who sued are called the “Plaintiffs,” and the company they sued—Worldpay US, Inc.—is the “Defendant.”

Plaintiffs contracted with Defendant to process payment card transactions. Plaintiffs claim that Worldpay US, Inc. added certain unauthorized charges to their monthly invoices, specifically annual fees; annual compliance service fees; 1099k IRS Reporting fees; PCI non-validation or non-compliance fees; PCI program fees; minimum processing fees; administrative fees; access fees; batch header fees; PAYware Mobile fees; Visa, MasterCard, American Express, or Discover per transaction fees; cost-plus or tiered pricing fees or charges for Visa, MasterCard, American Express, or Discover card transactions; fees or charges set or assessed by payment networks (including, without limitation, interchange, Visa fixed acquirer network fees, and MasterCard location fees); early termination fees; or fees increased, added, or amended from what is reflected in the merchant application.

The lawsuits seek to recover the amounts that merchants were overcharged, and other relief. Defendant denies that that it acted improperly and asserts it has no legal liability. The Court has not yet decided whether Plaintiffs’ claims have merit.

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

In a class action, one or more people or entities called “class representatives” sue on behalf of themselves and other people and entities with similar claims. All of these people and entities together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class. A class action allows the claims of all class members to be more efficiently resolved than individual lawsuits and provides a remedy for class members whose individual damages are not large enough to justify a lawsuit.

### 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to the Settlement Class. The Class Representatives and the attorneys for the Settlement Class support the Settlement.

## WHO IS PART OF THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

You are a member of the Class and affected by the Settlement if:

- You are an ISO or SBU merchant;
- you contracted to receive payment card processing services from or through WorldPay US, Inc.; and
- between August 26, 2010 and January 10, 2020, you paid one or more of the following fees: annual fees; annual compliance service fees; 1099k IRS Reporting fees; PCI non-validation or non-compliance fees; PCI program fees; minimum processing fees; administrative fees; access fees; batch header fees; PAYware Mobile fees; Visa, MasterCard, American Express, or Discover per transaction fees; cost-plus or tiered pricing fees or charges for Visa, MasterCard, American Express, or Discover card transactions; fees or charges set or assessed by payment networks (including, without limitation, interchange, Visa fixed acquirer network fees, and MasterCard location fees); early termination fees; or fees increased, added, or amended from what is reflected in the merchant application.

### 6. Are there exceptions to being included?

If you exclude yourself from the Settlement, you are no longer part of the Settlement Class and will no longer be eligible to receive any of the settlement benefits. This process of excluding yourself is also referred to as “opting out” of the Settlement.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Defendant will pay \$15,000,000.00 into a Settlement Fund to pay cash benefits to Settlement Class Members; the cost of notifying the Class and administering the Settlement; and, subject to the Court’s approval, the fees and expenses of the lawyers who represent the Class and Service Awards to the Class Representatives.

Settlement Class Members are eligible for a cash payment, but they must file a valid and timely Claim Form to get it.

After all claims have been received, the following amounts will be totaled: payments to be made to Settlement Class Members; the costs of notice and administration; and the amount the Court authorizes for attorneys’ fees and expenses for Class Counsel, and Service Awards to the Class Representatives. If this total is less than \$15 million but more than \$10 million, the amount remaining in the Settlement Fund after all obligations are paid will be returned to Defendant. If the total is less than \$10 million, Settlement Class Members who file valid and timely claims will share an additional payment of the difference between the total and \$10 million. This additional payment may be made at the same time as the other cash payments described above.

For all Settlement Class Members that are Current Customers of Defendant as of January 10, 2020, Defendant will also amend the terms and conditions of such active accounts to reflect the following modifications:

Prior to increasing or adding any Non-Pass-Through Fees, Defendant will notify all affected Current Customers via statement message at least 30 days prior to the effective date of such increase or addition (currently the contract requires only 15 days advance notice).

Any applicable early termination fee will be waived in the event of termination of the agreement by a Current Customer within 60 days of an increase in (or new) Non-Pass-Through fees (currently the contract allows only penalty-free early termination within 15 days of the change) *and* all statement messages advising of such fee increases must remind Current Customers of this right.

Current Customers will be permitted to dispute fees on their statements within 60 days from receipt or availability of their statements (rather than the 30 days currently provided).

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The prevailing party in any dispute between Current Customers and Defendant (no matter who it is) shall be entitled to recover their attorneys' fees (currently the provision allows only Defendant to recover its fees).

## **8. How much will my cash payment or account credit be?**

Settlement Class Members who file a valid and timely claim will receive a cash payment. Current customers who file valid and timely claims will receive their payment via account credit. All other Settlement Class Members who file valid and timely claims will receive their payment via a check mailed to the address identified on the Claim Form. 60% of the Net Settlement Amount will be allocated to Settlement Class Members that activated their accounts prior to December 1, 2010, with the remaining 40% of the Net Settlement Amount being allocated to Settlement Class Members that activated their accounts on December 1, 2010, or thereafter. 20% of the "Net Settlement Fund" that is allocated to each group of Settlement Class Members will be divided equally among them. The remaining 80% of the Net Settlement Fund that is allocated to each group will be divided as follows: 40% will be divided based upon a formula using the number of months each Settlement Class Member was a customer during the relevant period; and 40% will be divided based on the dollar volume of transactions processed by Defendant for each Class Member during the relevant period. "Net Settlement Amount" means the Settlement Amount plus any accrued interest, minus the total of (a) the amounts awarded by the Court for Class Counsel's fees, costs, and expenses; (b) the amounts awarded by the Court for Service Awards to the Class Representatives; (c) the costs of notice and administration; (d) any taxes paid from the Settlement Fund; and (e) the amount of any fees, costs, and expenses specified in Paragraph 65(f) of the Agreement.

You can find out more detail about the formula by reading the Settlement Agreement and Exhibit 1 attached to it at [www.worldpayussettlement.com](http://www.worldpayussettlement.com). In addition, as described in Question 7 above, Settlement Class Members who file a timely and valid claim may receive an additional amount depending on the number of Members that file claims.

It is not possible to know at this point how much any Settlement Class Member's payment will be and may depend on the number of claims filed. The actual amount of each such payment will not be calculated until all necessary information is available.

## **HOW TO GET A PAYMENT**

### **9. How can I get a payment?**

Settlement Class Members must validly complete and submit a simple Claim Form to qualify for a payment, which will be sent via check to Former Customers and automatically credited to the accounts of Current Customers. The Claim Form asks Settlement Class Members to attest that they are in the Class and to provide their current contact information. You can fill out the Claim Form at [www.worldpayussettlement.com](http://www.worldpayussettlement.com). Alternatively, you can download a Claim Form from the website or have one mailed by calling the Settlement Administrator at 1-855-582-3158, and then complete and return the Claim Form to the Settlement Administrator electronically through the website or by mail at **Worldpay US, Inc. Settlement Administrator**, P.O. Box 43052, Providence, RI 02940-3052. Settlement Class Members must submit their claim online through the website, or mail it postmarked no later than **July 8, 2020**. Late claims will not be accepted.

### **10. When will I get the settlement benefits for which I am eligible?**

The Court will hold a hearing on June 3, 2020, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals, which could take more than a year to resolve. Cash payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other required proceedings have been completed. You may visit [www.worldpayussettlement.com](http://www.worldpayussettlement.com) for updates on the progress of the Settlement. Please be patient.

### **11. What am I giving up to get a settlement benefit or remain in the Class?**

Unless you exclude yourself from the Settlement, you cannot sue Defendant or be part of any other lawsuit against Defendant about the issues this Settlement resolves. You will also be bound by all of the Court's decisions and the release contained in the Settlement. The specific claims you will be giving up against Defendant are described in Section XII of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [www.worldpayussettlement.com](http://www.worldpayussettlement.com).

If you have any questions, you can talk to the lawyers representing the Class, who are called “Class Counsel.” Their names are listed in Question 15, below. You will not be charged to talk to Class Counsel. Or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

If you want to keep your rights to sue (or continue to sue) Defendant based on the claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (*see* Questions 12–14).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. How can I exclude myself from the Settlement?

To exclude yourself from the Settlement, or “opt out,” you must send a letter by U.S. Mail that includes the following:

- The name of this proceeding (“Worldpay US, Inc. Litigation”);
- Your full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document, or a statement in the body of the letter requesting exclusion from the Class; and
- Your signature.

You must mail your letter, postmarked no later than May 11, 2020, to the following address:

**Worldpay US, Inc. Settlement Administrator**  
P.O. Box 43052  
Providence, RI 02940-3052

If you ask to be excluded, you will not get any benefits under this Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) Defendant in the future. You cannot both exclude yourself from the Settlement and object to the Settlement. If you seek to exclude yourself and object, you will be deemed to have excluded yourself.

### 13. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **May 11, 2020**.

### 14. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, do not send in a Claim Form asking for a payment.

## THE LAWYERS AND MERCHANTS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

Yes. The Court appointed to represent you and other Members of the Settlement Class the following lawyers: Adam Webb and Matt Klase of Webb, Klase & Lemond, LLC, in Atlanta, Georgia. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How will the lawyers representing the Class be paid?

You will not be asked to pay any of the lawyers’ fees or expenses. The lawyers representing the Settlement Class, who have not yet received any payment for their time or the expenses they have incurred, intend to ask the Court to pay them up to one-third of the Settlement Fund to compensate them for their time and the financial risk that they took when they agreed to represent the Plaintiffs on a contingent basis and agreed that they would get paid only if the lawsuit obtained a recovery. In addition, the lawyers intend to ask the Court to reimburse them for all of the expenses they have incurred, up

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to \$75,000.00. The Court will determine the amount the lawyers will receive at the Final Approval Hearing on June 3, 2020. Defendant has agreed not to object to this request provided the Court authorizes fees of no more than one-third of the Settlement Fund and expenses of no more than \$75,000.00.

**17. Will the Class Representatives get anything?**

The Settlement Class is represented by the four merchants who brought the case: Alghadeer Bakery & Market, Inc.; Acebedo & Johnson, LLC, IDL Quad Group, LLC, and Medical Legal Consultants of Greater Atlanta, LLC. In addition to the benefits the Class Representatives will receive as members of the Settlement Class, Class Counsel intend to ask the Court to pay Service Awards of \$10,000.00 to each of the four merchants to compensate them for the efforts and risk they took on behalf of the Settlement Class. Defendant has agreed not to oppose the request. The Service Awards approved by the Court will be paid from the Settlement Fund. The Court will determine the amount of the Service Awards at the Final Approval Hearing on June 3, 2020.

**OBJECTING TO THE SETTLEMENT**

**18. How do I tell the Court that I don't like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself, and your objection will not be considered.

To object, you must do so in writing and serve the objection on the Court, Class Counsel, and the lawyers for Defendant at the addresses set forth below. Your objection must include the following:

- The name of this proceeding (Worldpay US, Inc. Litigation);
- Your full name, address, and phone number;
- A written statement of your objections, as well as the specific reason for each objection, and any legal or factual support you wish to bring to the Court's attention;
- Any evidence or other information you wish to introduce in support of your objections;
- A statement of whether you or your counsel intends to appear and argue at the Final Approval Hearing;
- Evidence or other information showing that you are a member of the Settlement Class;
- Four dates before the Final Approval Hearing when you will be available to be deposed by the lawyers for the parties; and
- All other information specified in the Preliminary Approval Order (available on the Settlement Website, [www.worldpayussettlement.com](http://www.worldpayussettlement.com)).

If you hire a lawyer to represent you in preparing a written objection or appearing at the Final Approval Hearing, your lawyer must provide additional information as specified in the Preliminary Approval Order.

File your objection electronically with the Court or mail the objection to these places, postmarked no later than May 11, 2020:

<b>Court</b>	<b>Settlement Class Counsel</b>	<b>Defense Counsel</b>
Clerk of the Court USDC, Northern District of Georgia Richard B. Russell Federal Building 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	E. Adam Webb Matthew C. Klase WEBB, KLAKE & LEMOND, LLC 1900 The Exchange, S.E. Suite 480 Atlanta, GA 30339	Edward A. Marshall Theresa Y. Kananen ARNALL GOLDEN GREGORY LLP 171 17th St. NW Suite 2100 Atlanta, GA 30363

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**19. What is the difference between objecting and excluding/opting out?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself, or "opting out," is telling the Court that you don't want to be included in the Settlement. If you exclude yourself, you have no basis to object to the Settlement because the Settlement no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **June 3, 2020, at 10:00 a.m.** in Courtroom 1906 before the Honorable Michael L. Brown, United States District Court for the Northern District of Georgia, 1942 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303. This hearing date and time may be moved. Please refer to the Settlement Website, [www.worldpayussettlement.com](http://www.worldpayussettlement.com), for notice of any changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; how much Class Counsel will receive for fees and expenses; whether to approve Service Awards to the Class Representatives; and any other appropriate matters. If there are objections, the Court also will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18 and Preliminary Approval Order). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

**21. Do I have to attend the hearing?**

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection, you do not have to come to court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. If you or your own lawyer want to speak at the hearing, you must file a Notice of Intention to Appear and provide the other information required by the Preliminary Approval Order.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, you will remain a part of the Settlement Class and will not be able to sue Defendant about the claims being resolved through the Settlement. You will receive no financial benefits unless you file a claim.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This Notice summarizes the Settlement. More details are available in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at [www.worldpayussettlement.com](http://www.worldpayussettlement.com) or by writing to **Worldpay US, Inc. Settlement Administrator**, P.O. Box 43052, Providence, RI 02940-3052. The status of the Settlement will be posted on the Settlement Website. You may also call the Settlement Administrator toll-free at 1-855-582-3158.

*Please do not contact the Court with questions about the Settlement.*