

# **EXHIBIT 12**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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In re PAYMENT CARD INTERCHANGE	:	MDL No. 1720(JG)(JO)
FEE AND MERCHANT DISCOUNT	:	
ANTITRUST LITIGATION	:	Civil No. 05-5075(JG)(JO)
_____	:	DECLARATION OF ROBERT ZURITSKY
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

I, Robert Zuritsky, declare as follows:

1. I am President of class representative Parkway Corporation (“Parkway”). On July 12, 2005, Parkway filed a Class Action Complaint against Visa U.S.A., Inc., Visa International, and MasterCard International Inc. On April 24, 2006, that Complaint was consolidated with the other class action complaints. On March 27, 2009, Class Plaintiffs filed a Second Consolidated Amended Class Action Complaint which proposed Parkway as a class representative. On November 27, 2012, this Court named Parkway as a Class Plaintiff to represent the interests of the Rule 23(b)(2) and (b)(3) Settlement Classes. Parkway has served as a representative of the classes throughout the entire litigation.

2. Parkway previously submitted a declaration in support of the proposed settlement in this case on April 11, 2013. Dkt. No. 2113-9.

3. As I said in my previous declaration, Parkway, believes that the proposed settlement is fair, reasonable and adequate and in the best interest of all members of the Rule 23(b)(2) and (b)(3) Settlement Classes.

4. Parkway is familiar with many of the objections that have been filed in opposition to the proposed settlement, including the objections made by some of the named plaintiffs.

5. Parkway is familiar with the unfounded claim, made by NACS and others, that the named plaintiffs that signed the Class Settlement Agreement did so only in exchange for the promise of receiving incentive awards. This is completely false. Parkway agreed to serve as a class representative without any promise that it would receive an incentive award if the case settled, and agreed to the settlement without any promise that it would receive an incentive award. There was no “quid pro quo,” contrary to the objectors’ claim.

6. Parkway has always understood that the decision whether to award incentive payments to class representatives, and the amount of any such awards, lies solely within the discretion of the District Court.

7. Parkway carefully evaluated the proposed settlement and its alternatives, and concluded that it was an excellent result for the Rule 23(b)(2) and (b)(3) Settlement Classes.

8. On behalf of Parkway, I respectfully request that this Court grant final approval of the Class Settlement Agreement and Plan of Administration and Distribution, and enter judgment accordingly.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 9<sup>th</sup> day of August, 2013, at Philadelphia, Pennsylvania.

  
Robert Zuritsky