**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THE NATIONAL ATM COUNCIL, INC.; ATMs OF THE SOUTH, INC.; BUSINESS RESOURCE GROUP, INC.; CABE & CATO, INC.; JUST ATMS, INC.; WASH WATER SOLUTIONS, INC.; ATM BANKCARD SERVICES, INC.; MEINERS DEVELOPMENT COMPANY OF LEE'S SUMMIT, MISSOURI, LLC; MILLS-TEL, CORP. d/b/a FIRST AMERICAN ATM; SELMAN TELECOMMUNICATIONS INVESTMENT GROUP, LLC; SCOT GARDNER d/b/a SJI; TURNKEY ATM SOLUTIONS, LLC; TRINITY HOLDINGS LTD, INC.; and T&T COMMUNICATIONS, INC. and RANDAL N. BRO d/b/a T& B INVESTMENTS, Plaintiffs, v. VISA INC., VISA U.S.A. INC., VISA INTERNATIONAL SERVICE ASSOCIATION, and PLUS SYSTEM, INC.; and MASTERCARD INCORPORATED and MASTERCARD INTERNATIONAL INCORPORATED d/b/a MASTERCARD WORLDWIDE, Defendants.	No. 1:11-cv-01803-RJL

**ANSWER OF DEFENDANTS
MASTERCARD INCORPORATED AND
MASTERCARD INTERNATIONAL INCORPORATED
<u>TO PLAINTIFFS' SECOND AMENDED CLASS ACTION COMPLAINT</u>**

Defendants MasterCard Incorporated and MasterCard International Incorporated (collectively, "MasterCard"), by their attorneys, hereby serve this Answer to the Second Amended Class Action Complaint ("Complaint") filed by Plaintiffs The National ATM Council, Inc.; ATMs of the South, Inc.; Business Resource Group, Inc.; Cabe & Cato, Inc.; Just ATMs, Inc.; Wash Water Solutions, Inc.; ATM Bankcard Services, Inc.; Meiners Development Company of Lee's Summit, Missouri, LLC; Mills-Tel, Corp. d/b/a First American ATM; Scot Garner d/b/a SJI; Selman Telecommunications Investment Group, LLC; Turnkey ATM Solutions, LLC; Trinity Holdings Ltd, Inc.; and T&T Communications, Inc. and Randal N. Bro d/b/a T & B Investments (collectively, "Plaintiffs").

MasterCard objects to all headings in the Complaint as not constituting proper allegations or fit matter for a pleading and therefore denies them. MasterCard answers the numbered Paragraphs 1 through 134 in the Complaint as follows:

1. To the extent that the allegations in Paragraph 1 of the Complaint concern MasterCard, MasterCard denies them; except that MasterCard admits that it owns and operates an ATM network, Cirrus, and that Cirrus has adopted rules that apply to ATM operators that choose to process ATM transactions over MasterCard's Cirrus network; and states that to the extent that the allegations in Paragraph 1 otherwise refer to MasterCard's or Cirrus's rules, MasterCard respectfully refers the Court to those bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 1 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

2. To the extent that the allegations in Paragraph 2 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 2 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

3. To the extent that the allegations in Paragraph 3 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 3 refer to MasterCard's rules, MasterCard respectfully refers the Court to MasterCard's bylaws, rules, regulations, and policies for their contents and context; and states that certain allegations in Paragraph 3 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 3 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

4. To the extent that the allegations in Paragraph 4 of the Complaint concern MasterCard, MasterCard denies them; except admits that Plaintiffs purport to seek damages for claimed injuries flowing from alleged anticompetitive effects of MasterCard's conduct. To the extent that the allegations in Paragraph 4 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

5. To the extent that the allegations in Paragraph 5 of the Complaint concern MasterCard, MasterCard denies them; except admits that banks issue debit cards that can effect cardholder debit transactions that run on the MasterCard network. To the extent that the allegations in Paragraph 5 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

6. To the extent that the allegations in the first paragraph of the Complaint numbered as Paragraph 6 concern MasterCard, MasterCard denies them; except admits

that Plaintiffs purport to bring this action on behalf of the Plaintiffs named in the Complaint and on behalf of a putative class; and further admits that Plaintiffs bring this action against the Defendants named in the first paragraph of the Complaint that is numbered as Paragraph 6. To the extent that the allegations in that paragraph concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

6. To the extent that the allegations in the second paragraph of the Complaint numbered as Paragraph 6 concern MasterCard, MasterCard denies them; except admits that Plaintiffs purport to bring this action under the statutes referenced in that paragraph, that Plaintiffs purport to seek the remedies described in that paragraph, and that Plaintiff The National ATM Council does not seek to recover damages on its behalf or on behalf of its members; and states that certain allegations in that paragraph are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in that paragraph concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

7. MasterCard states that the allegations in Paragraph 7 of the Complaint are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them.

8. To the extent that the allegations in Paragraph 8 of the Complaint concern MasterCard, MasterCard denies them, particularly insofar as they concern Defendant MasterCard Incorporated; except states that certain allegations in Paragraph 8 are legal

conclusions as to which no responsive pleading is required or appropriate other than to deny them.

9. To the extent that the allegations in Paragraph 9 of the Complaint concern MasterCard, MasterCard denies them, particularly insofar as they concern defendant MasterCard Incorporated; except states that the allegations in Paragraph 9 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them.

10. To the extent that the allegations in Paragraph 10 of the Complaint concern MasterCard, MasterCard denies them; except admits that Plaintiff The National ATM Council purports to seek declaratory and injunctive relief in this action but does not seek damages or appointment as a class representative and that other Plaintiffs in this action purport to seek damages on behalf of a purported class. To the extent that the allegations in Paragraph 10 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

11. To the extent that the allegations in Paragraph 11 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 11 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 11 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

12. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and, on that basis, denies them.

13. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and, on that basis, denies them.

14. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint and, on that basis, denies them.

15. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint and, on that basis, denies them.

16. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint and, on that basis, denies them.

17. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 of the Complaint and, on that basis, denies them.

18. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint and, on that basis, denies them.

19. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint and, on that basis, denies them.

20. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 of the Complaint and, on that basis, denies them.

21. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint and, on that basis, denies them.

22. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint and, on that basis, denies them.

23. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and, on that basis, denies them.

24. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 of the Complaint and, on that basis, denies them.

25. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 of the Complaint and, on that basis, denies them.

26. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint and, on that basis, denies them.

27. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint and, on that basis, denies them.

28. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint and, on that basis, denies them.

29. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint and, on that basis, denies them.

30. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint and, on that basis, denies them.

31. MasterCard denies the allegations in Paragraph 31 of the Complaint; except admits that MasterCard Incorporated is a Delaware corporation with its principal place of business in Purchase, New York.

32. MasterCard denies the allegations in Paragraph 32 of the Complaint; except admits that MasterCard Incorporated conducted an initial public offering on May 25, 2006; and further admits that since that initial public offering, MasterCard Incorporated has been a publicly held corporation with its stock traded on the New York Stock Exchange.

33. MasterCard admits the allegations in Paragraph 33 of the Complaint.

34. To the extent that the allegations in Paragraph 34 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 34 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

35. To the extent that the allegations in Paragraph 35 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 35 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

36. To the extent that the allegations in Paragraph 36 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 36 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

37. MasterCard denies the allegations in Paragraph 37 of the Complaint, particularly insofar as the allegations purport to provide complete or accurate descriptions of the terms used therein; except admits the first two sentences of that paragraph; further admits that PIN-debit cards can be used by a cardholder to effect transactions linked to a cardholders' checking, demand deposit or other accounts; and further admits that generally a cardholder must utilize a payment card with PIN-debit capability to effect an ATM transaction.

38. MasterCard denies that the allegations in Paragraph 38 of the Complaint provide complete or accurate descriptions of the terms used therein; except admits that some ATMs dispense cash, provide account balances, facilitate transfers of balances, accept deposits, dispense postage stamps, or dispense travelers checks, and that Plaintiffs purport to use the term "ATM Services."

39. To the extent that the allegations in Paragraph 39 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 39 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

40. To the extent that the allegations in Paragraph 40 of the Complaint concern MasterCard, MasterCard denies that they provide complete or accurate descriptions of the terms used therein and, on that basis denies them; except admits that some ATM transactions involving MasterCard-branded cards may be completed over ATM networks not owned or operated by MasterCard, including the networks identified in Paragraph 40; and further admits that some MasterCard-branded cards bear marks identifying other ATM networks to which the cards offer access. To the extent that the allegations in Paragraph 40 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

41. To the extent that the allegations in Paragraph 41 of the Complaint concern MasterCard, MasterCard denies them, including because they do not provide complete or accurate descriptions of the terms used therein; except admits that some

ATM transactions involving MasterCard-branded cards may be completed over ATM networks not owned or operated by MasterCard. To the extent that the allegations in Paragraph 41 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

42. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 of the Complaint and, on that basis, denies them; and further denies that the allegations in Paragraph 42 are complete or accurate descriptions of the terms used therein.

43. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 of the Complaint and, on that basis, denies them; except admits that in 1996, it announced the discontinuation of a Cirrus network rule that had prohibited ATM operators from charging cardholders a fee for performing ATM transactions through the Cirrus network; states that to the extent that the allegations in Paragraph 43 otherwise refer to MasterCard's rules, MasterCard respectfully refers the Court to MasterCard's bylaws, rules, regulations, and policies for their contents and context; and further states that to the extent that the allegations in Paragraph 43 refer to state laws, MasterCard respectfully refers the Court to those laws for their content and context. To the extent that the allegations in Paragraph 43 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

44. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 of the Complaint and, on that basis, denies them.

45. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45 of the Complaint and, on that basis, denies them; and further denies that the allegations in Paragraph 45 are complete or accurate descriptions; except admits that certain retail banks that provide and sell banking services to consumers may be "issuing banks" or "acquiring banks" for any given ATM transaction, that issuing banks often provide payment cards to their customers that enable them to access their accounts through debit networks via ATMs, and that certain acquiring banks own and operate ATMs at bank branches and at offsite locations that can be used by cardholders.

46. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46 of the Complaint and, on that basis, denies them; and further denies that the allegations in Paragraph 46 are complete or accurate descriptions of the terms used therein; except admits that where a cardholder uses a debit card issued by her bank at an ATM owned by her bank, the bank may serve as both an issuing bank and an acquiring bank, and that those types of transactions may be known as "on us" transactions, and that a transaction in which an issuing bank and acquiring bank are different may be known as a "foreign ATM transaction."

47. To the extent that the allegations in Paragraph 47 of the Complaint concern MasterCard, MasterCard denies them, particularly insofar as they are not complete or accurate descriptions of the terms used therein; except admits that banks

located in the U.S. that issue MasterCard-branded payment cards are members of MasterCard. To the extent that the allegations in Paragraph 47 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

48. To the extent that the allegations in Paragraph 48 of the Complaint concern MasterCard, MasterCard denies them, particularly insofar as they are not complete or accurate descriptions of the terms used therein; except admits that institutions that are not members of MasterCard may be sponsored by a member institution of MasterCard in accordance with the MasterCard bylaws, rules, regulations, and policies, to which MasterCard refers the Court for their contents and context; and further admits that ATM transactions may be processed over the MasterCard network in accordance with certain agreements between sponsoring financial institutions and ATM owners, to which MasterCard refers the Court for their contents and context. To the extent that the allegations in Paragraph 48 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

49. To the extent that the allegations in Paragraph 49 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 49 refer to a publication of *ATM & Debit News*, MasterCard respectfully refers the Court to that publication for its contents and context. To the extent that the allegations in Paragraph 49 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

50. To the extent that the allegations in Paragraph 50 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 50 refer to a publication of *ATM & Debit News*, MasterCard respectfully refers the Court to that publication for its contents and context. To the extent that the allegations in Paragraph 50 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

51. To the extent that the allegations in Paragraph 51 of the Complaint concern MasterCard, MasterCard denies them; except states that MasterCard is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 51 and, on that basis, denies them.

52. MasterCard denies the allegations in Paragraph 52 of the Complaint, particularly insofar as they are not a complete or accurate description of a "typical" transaction at an ATM; except states that to the extent that the allegations in Paragraph 52 refer to and purport to reproduce a figure from GAO Study GAO-08-281, "Consumer Access to Bank Fee Disclosures," MasterCard respectfully refers the Court to that study for its contents and context; and further states that MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in the fourth, fifth and sixth sentences of that paragraph and, on that basis, denies them.

53. To the extent that the allegations in Paragraph 53 of the Complaint concern MasterCard, MasterCard denies that they are complete or accurate descriptions of the terms used therein and, on that basis, denies them. To the extent that the allegations in Paragraph 53 concern other parties, MasterCard is without knowledge or

information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

54. To the extent that the allegations in Paragraph 54 of the Complaint concern MasterCard, MasterCard denies that they are complete or accurate descriptions of the terms used therein and, on that basis, denies them; except admits that in general an ATM transaction over MasterCard's Cirrus network will be authorized when an acquiring bank requests an authorization from the cardholder's issuing bank, via the Cirrus network, that the cardholder has sufficient funds in the operative account to cover the withdrawal plus any access fee, and that the issuer sends an authorization back to the acquiring bank via the Cirrus network. To the extent that the allegations in Paragraph 54 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

55. To the extent that the allegations in Paragraph 55 of the Complaint concern MasterCard, MasterCard denies that they are complete or accurate descriptions of the terms used therein and, on that basis, denies them. To the extent that the allegations in Paragraph 55 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

56. To the extent that the allegations in Paragraph 56 of the Complaint concern MasterCard, MasterCard denies them, particularly insofar as they are not complete or accurate descriptions of the terms used therein; except admits that MasterCard establishes an "interchange" fee to be paid by issuing banks to acquiring banks for certain ATM transactions; and respectfully refers the Court to MasterCard's

bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 56 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

57. To the extent that the allegations in Paragraph 57 of the Complaint concern MasterCard, MasterCard denies that they are complete or accurate descriptions of the terms used therein and, on that basis, denies them; except states that to the extent that the allegations in Paragraph 57 refer to and purport to reproduce a figure from GAO study GAO-13-266, "Automated Teller Machines," MasterCard respectfully refers the Court to that study for its contents and context. To the extent that the allegations in Paragraph 57 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

58. To the extent that the allegations in Paragraph 58 of the Complaint concern MasterCard, MasterCard denies them; except admits that MasterCard establishes an "interchange" fee to be paid by issuing banks to acquiring banks for certain ATM transactions and refers the Court to MasterCard's bylaws, rules, regulations, and policies for their contents and context; and further admits that MasterCard establishes certain fees to be paid by acquiring banks in connection with the processing of ATM transactions over the Cirrus network. To the extent that the allegations in Paragraph 58 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

59. To the extent that the allegations in Paragraph 59 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in

Paragraph 59 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

60. To the extent that the allegations in Paragraph 60 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 60 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60 and, on that basis, denies them.

61. To the extent that the allegations in Paragraph 61 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 61 concern other parties, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

62. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 of the Complaint and, on that basis, denies them.

63. To the extent that the allegations in Paragraph 63 of the Complaint concern MasterCard, MasterCard denies them; except admits that it has adopted rules that apply to ATM transactions processed over MasterCard's Cirrus network; further admits that the Cirrus rules include a provision that prohibits ATM operators from charging a cardholder a higher fee for processing the consumer's transaction over the Cirrus ATM network than over a different ATM network; and states to the extent that the allegations in Paragraph 63 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 63 concern parties other than MasterCard, MasterCard is

without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

64. MasterCard denies the allegations in Paragraph 64 of the Complaint, except states that to the extent that the allegations in Paragraph 64 refer to and purport to quote from MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 64 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

65. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65 of the Complaint and, on that basis, denies them.

66. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 of the Complaint and, on that basis, denies them.

67. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67 of the Complaint and, on that basis, denies them.

68. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68 of the Complaint and, on that basis, denies them.

69. To the extent that the allegations in Paragraph 69 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the

allegations in Paragraph 69 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 69 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

70. To the extent that the allegations in Paragraph 70 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 70 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context; and states that to the extent that the allegations refer to any agreements with sponsoring banks, MasterCard refers the Court to any such agreements for their content and context. To the extent that the allegations in Paragraph 70 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

71. To the extent that the allegations in Paragraph 71 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 71 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 71 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

72. To the extent that the allegations in Paragraph 72 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in

Paragraph 72 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations. To the extent that the allegations in Paragraph 72 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

73. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73 of the Complaint and, on that basis, denies them.

74. MasterCard denies the allegations in Paragraph 74 of the Complaint; except admits that it provides certain services relating to cards branded with MasterCard, Maestro, or Cirrus logos that cardholders utilize to access cash; and states that to the extent that the allegations in Paragraph 74 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context.

75. To the extent that the allegations in Paragraph 75 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 75 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 75 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

76. MasterCard states that the allegation in Paragraph 76 of the Complaint is a legal conclusion as to which no responsive pleading is required or appropriate other than to deny it.

77. To the extent that the allegations in Paragraph 77 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 77 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

78. To the extent that the allegations in Paragraph 78 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 78 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 78 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

79. To the extent that the allegations in Paragraph 79 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 79 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 79 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

80. To the extent that the allegations in Paragraph 80 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 80 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To

the extent that the allegations in Paragraph 80 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

81. To the extent that the allegations in Paragraph 81 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 81 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context; and states that certain allegations in Paragraph 81 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 81 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

82. To the extent that the allegations in Paragraph 82 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 82 refer to MasterCard's rules, MasterCard respectfully refers the Court to its bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 82 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

83. To the extent that the allegations in Paragraph 83 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 83 concern parties other than MasterCard, MasterCard is without knowledge

or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

84. To the extent that the allegations in Paragraph 84 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 84 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

85. To the extent that the allegations in Paragraph 85 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 85 refer to and purport to quote the United States Department of Justice on an unrelated matter, MasterCard respectfully refers the Court to the source of the purported quote for its contents and context. To the extent that the allegations in Paragraph 85 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

86. To the extent that the allegations in Paragraph 86 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 86 refer to and purport to quote the United States Department of Justice on an unrelated matter, MasterCard respectfully refers the Court to the source of the purported quote for its contents and context. To the extent that the allegations in Paragraph 86 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

87. To the extent that the allegations in Paragraph 87 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 87 refer to and purport to quote the United States Department of Justice on an unrelated matter, MasterCard respectfully refers the Court to the source of the purported quote for its contents and context. To the extent that the allegations in Paragraph 87 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

88. To the extent that the allegations in Paragraph 88 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 88 refer to a consent decree with the United States Department of Justice on an unrelated matter, MasterCard respectfully refers the Court to that consent decree for its contents and context. To the extent that the allegations in Paragraph 88 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

89. To the extent that the allegations in Paragraph 89 of the Complaint concern MasterCard, MasterCard denies them; except admits that prior to its restructuring in May 2006, MasterCard Incorporated's capital stock was privately held by certain financial institutions, that MasterCard Incorporated conducted an initial public offering on May 25, 2006, and that since that initial public offering, MasterCard Incorporated has been a publicly held corporation with its stock traded on the New York Stock Exchange. To the extent that the allegations in Paragraph 89 concern parties other than MasterCard,

MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

90. To the extent that the allegations in Paragraph 90 of the Complaint concern MasterCard, MasterCard denies them; except admits that prior to its restructuring in May 2006, members of MasterCard elected a Board of Directors; and states that to the extent that the allegations in Paragraph 90 refer to MasterCard's rules, MasterCard respectfully refers the Court to MasterCard's bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 90 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

91. To the extent that the allegations in Paragraph 91 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 91 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

92. To the extent that the allegations in Paragraph 92 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 92 refer to *United States* v. *Visa U.S.A.*, 163 F. Supp. 2d 322 (S.D.N.Y. 2001), *aff'd*, 344 F.3d 229 (2d Cir. 2003), MasterCard respectfully refers the Court to that opinion and the associated pleadings and record for their contents and context. To the extent that the allegations in Paragraph 92 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

93. To the extent that the allegations in Paragraph 93 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 93 refer to *United States* v. *Visa U.S.A.*, 163 F. Supp. 2d 322 (S.D.N.Y. 2001), *aff'd*, 344 F.3d 229 (2d Cir. 2003), MasterCard respectfully refers the Court to that opinion and the associated pleadings and record for their contents and context. To the extent that the allegations in Paragraph 93 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

94. To the extent that the allegations in Paragraph 94 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 94 refer to *United States* v. *Visa U.S.A.*, 344 F.3d 229 (2d Cir. 2003), MasterCard respectfully refers the Court to that decision and the associated pleadings and record for their contents and context. To the extent that the allegations in Paragraph 94 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

95. To the extent that the allegations in Paragraph 95 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 95 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

96. To the extent that the allegations in Paragraph 96 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the

allegations in Paragraph 96 concern proceedings in the United States or other jurisdictions, MasterCard respectfully refers the Court to those proceedings for contents and context. To the extent that the allegations in Paragraph 96 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

97. To the extent that the allegations in Paragraph 97 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 97 refer to and purport to quote a May 2005 presentation by Robert Selander, MasterCard respectfully refers the Court to that presentation for its contents and context. To the extent that the allegations in Paragraph 97 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

98. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98 of the Complaint and, on that basis, denies them.

99. MasterCard denies the allegations in Paragraph 99 of the Complaint; except admits that MasterCard Incorporated conducted an initial public offering on May 25, 2006 in which stock was sold to public investors; further admits that since that initial public offering, MasterCard Incorporated has been a publicly held corporation with its stock traded on the New York Stock Exchange; and states that to the extent that the allegations in Paragraph 99 concern the restructuring of rights and obligations of owners and members of MasterCard, MasterCard respectfully refers the Court to the restructuring and IPO agreements and disclosures for their content and context.

100. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100 of the Complaint and, on that basis, denies them.

101. To the extent that the allegations in Paragraph 101 of the Complaint concern MasterCard, MasterCard denies them; except admits that many financial institutions are principal or affiliate members of MasterCard International Incorporated. To the extent that the allegations in Paragraph 101 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

102. To the extent that the allegations in Paragraph 102 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 102 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

103. To the extent that the allegations in Paragraph 103 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 103 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 103 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

104. To the extent that the allegations in Paragraph 104 of the Complaint concern MasterCard, MasterCard denies them; except states that to the extent that the allegations in Paragraph 104 refer to and purport to quote a Form 10-K filed by Visa,

MasterCard respectfully refers the Court to that form for its contents and context. To the extent that the allegations in Paragraph 104 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

105. To the extent that the allegations in Paragraph 105 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 105 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 105 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

106. To the extent that the allegations in Paragraph 106 of the Complaint concern MasterCard, MasterCard denies them; except admits that any "ATM ISO" must comply with MasterCard's pertinent rules in order to display a "MasterCard logo"; and states that to the extent that the allegations in Paragraph 106 refer to MasterCard's rules or regulations, MasterCard respectfully refers the Court to MasterCard's bylaws, rules, regulations, and policies for their contents and context. To the extent that the allegations in Paragraph 106 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

107. To the extent that the allegations in Paragraph 107 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 107 concern parties other than MasterCard, MasterCard is without knowledge

or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

108. To the extent that the allegations in Paragraph 108 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 108 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 108 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

109. To the extent that the allegations in Paragraph 109 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 109 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

110. To the extent that the allegations in Paragraph 110 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 110 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 110 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

111. To the extent that the allegations in Paragraph 111 of the Complaint concern MasterCard, MasterCard denies them; except states that certain allegations in Paragraph 111 are legal conclusions as to which no responsive pleading is required or appropriate other than to deny them. To the extent that the allegations in Paragraph 111

concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

112. MasterCard denies the allegations in Paragraph 112 of the Complaint; except admits that Plaintiffs purport to bring this action under the rules of civil procedure referenced Paragraph 112, and that Plaintiffs purport to bring this action on behalf of themselves and a purported class.

113. To the extent that the allegations in Paragraph 113 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 113 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

114. To the extent that the allegations in Paragraph 114 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 114 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

115. MasterCard denies the allegations in Paragraph 115 of the Complaint.

116. MasterCard denies the allegations in Paragraph 116 of the Complaint.

117. To the extent that the allegations in Paragraph 117 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 117 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

118. To the extent that the allegations in Paragraph 118 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 118 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

119. To the extent that the allegations in Paragraph 119 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 119 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

120. To the extent that the allegations in Paragraph 120 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 120 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

121. To the extent that the allegations in Paragraph 121 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 121 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

122. To the extent that the allegations in Paragraph 122 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 122 concern parties other than MasterCard, MasterCard is without knowledge

or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

123. To the extent that the allegations in Paragraph 123 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 123 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

124. To the extent that the allegations in Paragraph 124 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 124 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

125. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125 of the Complaint and, on that basis, denies them.

126. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126 of the Complaint and, on that basis, denies them.

127. To the extent that the allegations in Paragraph 127 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 127 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

128. MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 128 of the Complaint and, on that basis, denies them.

129. To the extent that the allegations in Paragraph 129 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 129 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

130. MasterCard denies the allegations in Paragraph 130 of the Complaint.

131. MasterCard denies the allegations in Paragraph 131 of the Complaint.

132. To the extent that the allegations in Paragraph 132 of the Complaint concern MasterCard, MasterCard denies them. To the extent that the allegations in Paragraph 132 concern parties other than MasterCard, MasterCard is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

133. MasterCard denies the allegations in Paragraph 133 of the Complaint.

134. MasterCard denies the allegations in Paragraph 134 of the Complaint.

AFFIRMATIVE OR OTHER DEFENSES

Without assuming any burden of proof it would not otherwise bear, MasterCard asserts the following affirmative or other defenses. MasterCard reserves the right to assert further defenses as the case proceeds.

FIRST DEFENSE

Plaintiffs' claims are barred for failure to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitation.

THIRD DEFENSE

Plaintiffs' claims are barred in whole or in part by Plaintiffs' lack of standing.

FOURTH DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of laches.

FIFTH DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of estoppel.

SIXTH DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of waiver.

SEVENTH DEFENSE

Some or all of Plaintiffs' claims are barred because Plaintiffs have failed to allege and have not suffered any cognizable antitrust injury.

EIGHTH DEFENSE

Plaintiffs' claims are barred because Plaintiffs have failed to join indispensable parties.

NINTH DEFENSE

Any and all of MasterCard's actions challenged by Plaintiffs were lawful, necessary, justified, pro-competitive, constituted bona fide business competition, and were carried out in furtherance of MasterCard's legitimate business interests.

TENTH DEFENSE

Injuries alleged by Plaintiffs were caused in whole or in part by the conduct of third parties for whom MasterCard was not responsible, through forces in the marketplace over which MasterCard had no control, or through acts or omissions on the part of one or more of the Plaintiffs, including failure to mitigate damages.

ELEVENTH DEFENSE

Plaintiffs' claims are barred by the decision in *Illinois Brick Co.* v. *Illinois*, 431 U.S. 720 (1977), and related cases.

TWELFTH DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of res judicata.

THIRTEENTH DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of collateral estoppel.

FOURTEENTH DEFENSE

Plaintiffs' claims are barred because of ratification, agreement, acquiescence, or consent to MasterCard's alleged conduct.

FIFTEENTH DEFENSE

Plaintiffs' claims are barred in whole or in part to the extent that they are subject to mandatory arbitration agreements and may not properly be before this Court.

SIXTEENTH DEFENSE

Some or all of Plaintiffs' claims are barred by MasterCard's 2006 corporate restructuring and initial public offering, which, *inter alia*, reflected MasterCard's withdrawal from any alleged contract, combination or conspiracy relating to its organizational structure, governance or rule-making.

SEVENTEENTH DEFENSE

Plaintiffs' claims are barred in whole or in part to the extent that they seek to require MasterCard to act inconsistently with federal and state laws regarding ATM surcharging.

EIGHTEENTH DEFENSE

MasterCard incorporates by reference, as if fully set forth herein, all other affirmative and other defenses asserted by other defendants to this action.

* * *

WHEREFORE, MasterCard respectfully requests that the Court dismiss the Complaint with prejudice, with costs and disbursements to MasterCard, and seeks such other legal and equitable relief, including an award of attorneys' fees, as the Court may deem just and proper.

Dated: December 10, 2015

Respectfully submitted,

/s/ Kenneth A. Gallo
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