EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

In re PAYMENT CARD INTERCHANGE FEE AND MERCHANT DISCOUNT ANTITRUST LITIGATION	MDL No. 1720(JG)(JO) Civil No. 05-5075(JG)(JO)
This Document Relates To: ALL ACTIONS.	DECLARATION OF THE HONORABLE EDWARD A. INFANTE (RET.) IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT

I, The Honorable Edward A. Infante (Ret.), hereby declare as follows:

1. I am the former Chief Magistrate Judge of the United States District Court, Northern District of California. I currently serve as a mediator with JAMS, the nation's largest private provider of alternative dispute resolution services. As a U.S. Magistrate Judge and then as a mediator at JAMS, I have more than 35 years of dispute resolution experience, having conducted over 3,000 settlement conferences in all types of litigation, including antitrust, consumer, securities fraud and shareholder class actions.

2. The parties approached me in early 2008 to mediate settlement negotiations in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, No. 1:05-MD-1720-(JG) (JO) (E.D.N.Y.) ("MDL 1720"), and I agreed.

3. Over the next four years, I participated in numerous mediation sessions with the parties, including several all-day and multi-day mediation sessions in San Francisco, New York, and Boston, numerous meetings with individual parties or their representatives, and numerous conference calls.

4. In mid-2009, Eric D. Green, Professor of Law at Boston University School of Law and principal of Resolutions, LLC, became involved in the mediation with Class Plaintiffs. I understand that, prior to that date, Professor Green was involved in mediation discussions among the defendants and the individual, or "direct action," plaintiffs in MDL 1720.

5. The first mediation occurred in San Francisco, California over two days in early May 2008. Class Plaintiffs submitted extensive written materials. All parties made oral presentations. We conducted additional two-day mediation sessions on several occasions in 2009. At each of these sessions, the parties presented vastly different perspectives on liability, class certification, and damages issues.

6. Between February 2010 and December of 2011, I continued to participate in mediation discussions among the parties. I attended several in-person meetings in San Francisco and New York, and engaged in dozens of telephonic communications with the parties and with Professor Green. The parties continued to provide extensive written materials, updating me on the status of the litigation, providing briefing and expert reports, and exchanging detailed offers and demands.

7. In early December 2011, following oral argument on the parties' cross motions for summary judgment, and the parties' cross motions to exclude expert testimony, the Court conducted a multi-day settlement conference at the federal courthouse in Brooklyn, New York. I participated in that settlement conference, along with Professor Green, Judge Gleeson, Magistrate Judge Orenstein, and counsel for all of the parties. Most parties, including most of the proposed class representatives, participated through inside counsel or principals in addition to outside counsel.

8. Following numerous additional conference calls among the parties, Professor Green and I made a "mediators' proposal" to defendants and Class Plaintiffs on December 22, 2011. On February 10, 2012, the parties held a settlement conference with Judges Gleeson and Orenstein. With the consent of the parties, Professor Green, myself and the judges met together and separately with representatives from defendants, class and individual plaintiffs. By February 21, 2012, all of the parties, including all the proposed class representatives in the Second Consolidated Amended Class Action Complaint, had agreed "to negotiate towards a final settlement . . . through the process laid out by the mediators and the Court in this matter."

9. Between February and July of 2012, I participated in several in-person and telephonic mediation sessions with the parties to mediate the negotiations over a settlement agreement based on the terms set forth in the mediators' proposals. There was also a settlement conference with the Court in June of 2012. Because of a pre-existing scheduling conflict, I did not attend that conference, but was apprised of the discussions and results by Professor Green. At the conclusion of the conference, the parties announced to the Court that they had reached agreement on the principal terms of a settlement agreement.

10. In mid-July of 2012, the parties reached a documented agreement. The terms of the final settlement agreement are consistent with the terms of the mediators' proposals.

11. This is a very complex antitrust case, with many novel and challenging legal issues. In every instance the parties' written and oral submissions were extensive and vigorously disputed by the other side. All parties faced significant risks. Plaintiffs faced significant risks that they would not prevail on class, liability or damages. Defendants faced significant risks that a plaintiffs' verdict would result in ruinous liability.

12. The lawyers on both sides are highly experienced antitrust and class action lawyers who had the benefit of a complete record when they made the decision to settle. At all times these lawyers zealously represented the interests of their clients. There is no evidence of collusion among the parties. The settlement negotiations were extended, extraordinarily complicated, and sometimes contentious. On several occasions the discussions were on the verge of collapsing. It is my opinion that the settlement negotiations were fair, adversarial, and always conducted at arms-length.

13. In light of the risks, the necessary delay and expense required to litigate the case through trial and appeals, and the advanced stage of the litigation, the lawyers who represent the parties were able adequately to evaluate the risks and benefits of going forward versus the risks and

benefits of settling. In my opinion the terms of the settlement agreement are fair, reasonable and adequate to the settling class members.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 11 day of April, 2013, at San Francisco, California.

Edward A. Infante