

# **EXHIBIT 7**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IN RE PAYMENT CARD INTERCHANGE  
FEE AND MERCHANT DISCOUNT  
ANTITRUST LITIGATION

MDL No. 1720  
Case No. 1:05-md-1720-JG-JO

This document refers to: All Actions

**DECLARATION OF MALCOLM MCDONALD**

I, Malcolm McDonald, of full age, do hereby declare and say:

1. My name is Malcolm McDonald. I am Principal Legal Counsel at Class Plaintiff CHS Inc. ("CHS"). From May 1, 2001 through the present, I have served as in-house counsel for CHS.

2. CHS—a Fortune 100 company—is a leading global agribusiness owned by farmers, ranchers and cooperatives across the United States. Diversified in energy, grains and foods, CHS is committed to helping its customers, farmer-owners and other stakeholders grow their businesses through its domestic and global operations.

3. CHS was one of the original named class representatives in *Photos Etc. v. Visa U.S.A., Inc. et al.*, the first of the cases challenging the fixing of interchange fees to be consolidated into MDL 1720, which was filed on June 22, 2005 in the United States Court for the District of Connecticut.

4. I have personal knowledge of the matters in the declaration since the suit was filed in 2005. I respectfully submit this declaration in further support of final approval of the settlement and an incentive award for CHS. If called as a witness, I could and would testify competently to the information provided herein.

5. I previously submitted a declaration in support of the proposed settlement in this case on April 11, 2013 (Dkt. No. 2113-13).

6. As I said in my previous declaration, I believe that the proposed settlement is fair, reasonable and adequate and in the best interest of all members of the settlement class.

7. I am 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.

8. In particular, I am familiar with the unfounded claim, made by NACS and others, that the named plaintiffs that signed the settlement agreement did so only in exchange for the promise of receiving incentive awards. This is completely false. CHS 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.

9. I have 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.

10. I respectfully request that this Court grant final approval of the settlement agreement and plan of allocation, and enter judgment accordingly.

I swear under penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_

8/13/13

\_\_\_\_\_  
Malcolm McDonald

