

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**IN RE PAYMENT CARD INTERCHANGE FEE  
AND MERCHANT DISCOUNT ANTITRUST  
LITIGATION**

**This document applies to:**

***Old Jericho Enterprise, Inc., et al. v. Visa, Inc., et al.*  
No. 1:20-cv-02394**

**Case No. 05-MD-01720  
(MKB)(VMS)**

**ANSWER OF DEFENDANT MASTERCARD, INC.  
TO PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT ON BEHALF OF  
INDIRECT-PURCHASER GASOLINE RETAILERS**

Defendant Mastercard, Inc. ("Mastercard"), by its attorneys, hereby serves this Answer to the First Amended Class Action Complaint on Behalf of Indirect-Purchaser Gasoline Retailers ("Complaint") filed by Plaintiffs Old Jericho Enterprise, Inc., OKY LLC, W.L.F. Automotive, Inc., Buck's, Inc., Pointe Service Center LLC, Koehnen's Standard Service, Inc., Mox LLC, Wesco, Inc., Chandler Oil-1 Corporation, 32T, LLC, Red Eagle, Inc., Zarco USA, Inc., Victory Energy, LLC, H&H Enterprises Inc., Heinz Enterprises, Inc., Coffee Cup Fuel Stop, Inc., Mineral Spring Avenue Getty, Inc., Pit Row, Inc., and Village Center Auto Care, Inc. on behalf of themselves and all others similarly situated (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 270 of the Complaint as follows:

1. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 1 of the Complaint. To the extent that the allegations in paragraph 1 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 2 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 2 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 2 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 3 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. 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. To the extent that the allegations in paragraph 3 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 4 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other

than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 4 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 5 of the Complaint, except admits that Plaintiffs purport to assert claims for relief under the laws of Arizona, California, Connecticut, District of Columbia, Hawaii, Iowa, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, North Carolina, North Dakota, Nebraska, Nevada, New Hampshire, New Mexico, New York, Rhode Island, South Dakota, Utah, Vermont, West Virginia, and Wisconsin. To the extent that the allegations in paragraph 5 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 6 of the Complaint, except admits that Plaintiffs purport to satisfy subject matter jurisdiction on the basis of the Class Action Fairness Act. To the extent that the allegations in paragraph 6 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

7. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 7 of the Complaint, except admits that Mastercard transacts business within this District and that venue would be proper in this District. To the extent that the allegations in paragraph 7 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

8. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 8 of the Complaint. Mastercard denies knowledge or information sufficient to form a

belief as to the truth of allegations concerning Old Jericho Enterprise, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

9. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 9 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning OKY LLC's organization or ownership, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

10. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 10 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning W.L.F. Automotive, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

11. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 11 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Buck's Inc.'s state of incorporation, its principal place of business, the locations of its stores, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

12. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 12 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning the locations of Pointe Service Center LLC's state of organization or ownership, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

13. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 13 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Koehnen's Standard Service, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

14. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 14 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning the locations of Mox LLC's state of organization or ownership, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

15. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 15 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Wesco, Inc.'s state of incorporation, its principal place of business, the locations of its stores, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

16. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 16 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Chandler Oil-1 Corp's state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

17. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 17 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning the location of 32T, LLC's state of organization or

ownership, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

18. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 18 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Red Eagle, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

19. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 19 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Zarco USA, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

20. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 20 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning the location of Victory Energy, LLC's state of organization or ownership, the nature of the business in which it is engaged, and its interaction with its customers and, on that basis, denies them.

21. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 21 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff H&H Enterprises Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

22. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 22 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Heinz Enterprises, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

23. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 23 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Coffee Cup Fuel Stop, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

24. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 24 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Mineral Springs Avenue Getty, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

25. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 25 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Pit Row, Inc.'s state of incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

26. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 26 of the Complaint. Mastercard denies knowledge or information sufficient to form a belief as to the truth of allegations concerning Plaintiff Village Center Auto Care, Inc.'s state of

incorporation, its principal place of business, the nature of the business in which it is engaged, and its interaction with its customers, and on that basis, denies them.

27. As the allegations in paragraph 27 of the Complaint are directed solely at Visa, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations of said paragraph and, on that basis, denies them.

28. Mastercard denies the allegations in paragraph 28 of the Complaint, except admits that Mastercard, Inc. is organized under the laws of the State of Delaware and has its principal place of business in Purchase, New York, and admits that Mastercard owns and operates a payment cards network.

29. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 29 of the Complaint. To the extent that the allegations in paragraph 29 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

30. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 30 of the Complaint. To the extent that the allegations in paragraph 30 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

31. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 31 of the Complaint. To the extent that the allegations in paragraph 31 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

32. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 32 of the Complaint. To the extent that the allegations in paragraph 32 concern parties

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

33. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 33 of the Complaint. To the extent that the allegations in paragraph 33 of the Complaint purport only to define terms, no response is required. Mastercard denies that the definitions, terminology, or descriptions set forth in paragraph 33 of the Complaint are accurate or complete. To the extent that the allegations in paragraph 33 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

34. To the extent that a response is required to this hypothetical, Mastercard denies the allegations in paragraph 34 of the Complaint.

35. Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 of the Complaint, and, on that basis, denies them.

36. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 36 of the Complaint. To the extent that paragraph 36 refers to Mastercard's published interchange rate schedule, Mastercard respectfully refers the Court to that document for its contents and context. To the extent that the allegations in paragraph 36 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

37. Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint, and, on that basis, denies them.

38. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 38 of the Complaint, except states that certain allegations set forth in said paragraph

constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 38 refers to *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent paragraph 38 refers to *Hanover Shoe, Inc. v. United Shoe Machinery Corp.*, 392 U.S. 481 (1968), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent that the allegations in paragraph 38 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

39. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 39 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 39 refers to *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent paragraph 39 refers to the laws of the states the Plaintiffs purport to represent in this class action, Mastercard respectfully refers the Court to the laws of those states for their contents and context. To the extent that the allegations in paragraph 39 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 40 of the Complaint. To the extent paragraph 40 refers to the District Court's December 16, 2019 Memorandum and Order explaining its approval of the Rule 23(b)(3) class settlement in *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, No. 05-md-1720, and the Rule 23(b)(3) class settlement agreement, Mastercard respectfully refers the Court to those

documents for their contents and context. To the extent that the allegations in paragraph 40 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 41 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 41 refers to District Court's December 16, 2019 Memorandum and Order explaining its approval of the Rule 23(b)(3) class settlement in *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, No. 05-md-1720, and the Rule 23(b)(3) class settlement agreement, Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 41 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

42. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 42 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 42 refers to the Rule 23(b)(3) class settlement agreement in *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, No. 05-md-1720, Mastercard respectfully refers the Court to that agreement for its contents and context. To the extent that the allegations in paragraph 42 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

43. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 43 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 43 refers to the State Taxation of Depositories Act, Pub. L. No. 94-222, 90 Stat. 197 (1976) and Irvin Molotsky, *Extension of Credit Surcharge Ban*, N.Y. Times, Feb. 29, 1984, Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 43 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

44. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 44 of the Complaint. To the extent that paragraph 44 refers 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 paragraph 44 refers to congressional testimony or other congressional records, Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 44 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

45. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 45 of the Complaint. To the extent paragraph 45 refers to *Animal Land, Inc. v. Visa U.S.A., Inc.*, No. 05-cv-1210 (N.D. Ga. May 6, 2005) or other complaints filed in cases consolidated into MDL 1720, Mastercard respectfully refers the Court to those complaints for their contents and context. To the extent that paragraph 45 refers 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 45 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

46. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 46 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph; and admits that in 2010, the United States Department of Justice challenged certain network rules of Visa, Mastercard, and American Express. To the extent that the allegations in paragraph 46 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

47. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 47 of the Complaint; except admits that it entered into a consent decree with the U.S. Department of Justice in *United States v. American Express Company, et al.*, No. 10-cv-04496-NGG-RER (E.D.N.Y.), which was entered as a final judgment on July 20, 2011. To the extent that paragraph 47 refers to that consent decree, Mastercard respectfully refers the Court to that document for its contents and context. To the extent that paragraph 47 refers 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 47 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 48 of the Complaint. To the extent that paragraph 48 refers 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 paragraph 48 refers to the 2012 Class Settlement, the 2013 District Court decision approving the 2012 Class Settlement, or *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 827 F.3d 223 (2d Cir. 2016), Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 48 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 49 of the Complaint. To the extent that the allegations in paragraph 49 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 49 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

50. As the allegations in paragraph 50 of the Complaint are directed solely at Visa, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 51 of the Complaint. To the extent that the allegations in Paragraph 51 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 51 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

52. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 52 of the Complaint. To the extent that paragraph 52 refers 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 52 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

53. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 53 of the Complaint. To the extent that paragraph 53 refers 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 53 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 54 of the Complaint. To the extent that paragraph 54 refers 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 54 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 55 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 55 refers 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 55 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 56 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 56 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 57 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 57 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 58 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 58 refers to *American Needle, Inc. v. Nat'l Football League*, 560 U.S. 183 (2010), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent that the allegations in paragraph 58 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 59 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 59 refers to *United States v. Visa U.S.A., Inc.*, 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 decision for its contents and context. To the extent that the allegations in paragraph 59 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 60 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 60 concern certain documents, Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 60 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

61. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 61 of the Complaint. To the extent paragraph 61 refers to the complaints filed in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, No. 05-md-1720 (E.D.N.Y.), Mastercard respectfully refers the Court to those complaints for their contents and context. To the extent that the allegations in paragraph 61 concern parties other than Mastercard,

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

62. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 62 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 62 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

63. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 63 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 63 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

64. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 64 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 64 refers 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 64 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

65. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 65 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 65 refers 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 65 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

66. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 66 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 66 refers 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 paragraph 66 refers to *Barry's Cut Rate Stores, Inc. v. Visa, Inc.*, No. 05-MD-1720, 2019 U.S. Dist. LEXIS 205335 (E.D.N.Y. Nov. 20, 2019), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent that the allegations in paragraph 66 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

67. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 67 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 67 refers to *Barry's Cut*

*Rate Stores, Inc. v. Visa, Inc.*, No. 05-MD-1720, 2019 U.S. Dist. LEXIS 205335 (E.D.N.Y. Nov. 20, 2019), Mastercard respectfully refers the Court to that decision for its contents and context. To the extent that the allegations in paragraph 67 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

68. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 68 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 68 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

69. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 69 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 69 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 70 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 70 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 71 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 71 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 72 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 72 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

73. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 73 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 73 refer to the Horizontal Merger Guidelines issued by the U.S. Department of Justice and the Federal Trade Commission, Mastercard respectfully refers the Court to those guidelines for their contents and context.

74. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 74 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph.

75. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 75 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 75 refer to the Durbin Amendment to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the Final Rule issued by the Federal Reserve Bank pursuant to that Act, Mastercard respectfully refers the Court to those documents for their contents and context.

76. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 76 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 76 refers to *U.S. Airways, Inc. v. Sabre Holdings Corp.*, 938 F.3d 43 (2d Cir. 2019), Mastercard respectfully refers the Court to that decision for its contents and context.

77. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 77 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 77 refers 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 77 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 78 of the Complaint, except states that certain allegations set forth in said paragraph

constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 78 refers 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 78 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

79. As the allegations in paragraph 79 of the Complaint are directed solely at Visa, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations of said paragraph and, on that basis, denies them.

80. To the extent directed at Mastercard, Mastercard denies the allegations in paragraph 80 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 80 refers 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 80 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 81 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 81 refers 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 81 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 82 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 82 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 83 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 83 refers 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 paragraph 83 refers to certain trial transcripts or other court records, Mastercard respectfully refers the Court to those documents for their contents and context. To the extent that the allegations in paragraph 83 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 84 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 84 refers 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 paragraph 84 refers to Justice Breyer's dissent in *Ohio v. American Express Co.*, 138 S. Ct. 2274 (2018), Mastercard respectfully refers the Court to that dissent for its contents and context. To the extent that the allegations in paragraph 84 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 85 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent paragraph 85 refers to Justice Breyer's dissent in *Ohio v. American Express Co.*, 138 S. Ct. 2274 (2018), Mastercard respectfully refers the Court to that dissent for its contents and context. To the extent that the allegations in paragraph 85 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 86 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 86 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 87 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that paragraph 87 refers 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 87 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 88 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 88 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 89 of the Complaint, except admits that Plaintiffs define the class as described in paragraph 89 and use such definition of the class throughout the Complaint. To the extent that the allegations in paragraph 89 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 90 of the Complaint, except admits that Plaintiffs use the term "Class Members" in paragraph 90 and throughout the Complaint. To the extent that the allegations in paragraph 90 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 91 of the Complaint, except admits that Plaintiffs use the term "Class Period" in

paragraph 91 and throughout the Complaint. To the extent that the allegations in paragraph 91 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 92 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 92 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 93 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 93 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 94 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 94 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 95 of the Complaint, except states that certain allegations set forth in said paragraph

constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 95 concern parties other than Mastercard, Mastercard denies 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 directed at Mastercard, Mastercard denies the allegations in paragraph 96 of the Complaint, except states that certain allegations set forth in said paragraph constitute legal conclusions as to which no responsive pleading is required or appropriate other than to deny the allegations of said paragraph. To the extent that the allegations in paragraph 96 concern parties other than Mastercard, Mastercard denies knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies them.

97. Mastercard answers the allegations in paragraph 97 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

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 is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 99 of the Complaint, and, on that basis, denies them.

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. Mastercard answers the allegations in paragraph 101 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

102. Mastercard denies the allegations in paragraph 102 of the Complaint.

103. Mastercard denies the allegations in paragraph 103 of the Complaint.

104. Mastercard denies the allegations in paragraph 104 of the Complaint.

105. Mastercard answers the allegations in paragraph 105 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

106. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 106 of the Complaint, and, on that basis, denies them.

107. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 107 of the Complaint, and, on that basis, denies them.

108. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 108 of the Complaint, and, on that basis, denies them.

109. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 109 of the Complaint, and, on that basis, denies them.

110. Mastercard answers the allegations in paragraph 110 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

111. Mastercard denies the allegations in paragraph 111 of the Complaint.

112. Mastercard denies the allegations in paragraph 112 of the Complaint.

113. Mastercard denies the allegations in paragraph 113 of the Complaint.

114. Mastercard denies the allegations in paragraph 114 of the Complaint.

115. Mastercard answers the allegations in paragraph 115 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

116. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 116 of the Complaint, and, on that basis, denies them.

117. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 117 of the Complaint, and, on that basis, denies them.

118. Mastercard answers the allegations in paragraph 118 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

119. Mastercard denies the allegations in paragraph 119 of the Complaint.

120. Mastercard denies the allegations in paragraph 120 of the Complaint.

121. Mastercard answers the allegations in paragraph 121 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

122. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 122 of the Complaint, and, on that basis, denies them.

123. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 123 of the Complaint, and, on that basis, denies them.

124. Mastercard answers the allegations in paragraph 124 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

125. Mastercard denies the allegations in paragraph 125 of the Complaint.

126. Mastercard denies the allegations in paragraph 126 of the Complaint.

127. Mastercard answers the allegations in paragraph 127 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

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. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 129 of the Complaint, and, on that basis, denies them.

130. Mastercard answers the allegations in paragraph 130 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

131. Mastercard denies the allegations in paragraph 131 of the Complaint.

132. Mastercard denies the allegations in paragraph 132 of the Complaint.

133. Mastercard answers the allegations in paragraph 133 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

134. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 134 of the Complaint, and, on that basis, denies them.

135. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 135 of the Complaint, and, on that basis, denies them..

136. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 136 of the Complaint, and, on that basis, denies them.

137. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 137 of the Complaint, and, on that basis, denies them.

138. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 138 of the Complaint, and, on that basis, denies them.

139. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 139 of the Complaint, and, on that basis, denies them.

140. Mastercard answers the allegations in paragraph 140 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

141. Mastercard denies the allegations in paragraph 141 of the Complaint.

142. Mastercard denies the allegations in paragraph 142 of the Complaint.

143. Mastercard denies the allegations in paragraph 143 of the Complaint.

144. Mastercard denies the allegations in paragraph 144 of the Complaint.

145. Mastercard denies the allegations in paragraph 145 of the Complaint.

146. Mastercard denies the allegations in paragraph 146 of the Complaint.

147. Mastercard answers the allegations in paragraph 147 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

148. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 148 of the Complaint, and, on that basis, denies them.

149. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 149 of the Complaint, and, on that basis, denies them.

150. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 150 of the Complaint, and, on that basis, denies them.

151. Mastercard answers the allegations in paragraph 151 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

152. Mastercard denies the allegations in paragraph 152 of the Complaint.

153. Mastercard denies the allegations in paragraph 153 of the Complaint.

154. Mastercard denies the allegations in paragraph 154 of the Complaint.

155. Mastercard answers the allegations in paragraph 155 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

156. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 156 of the Complaint, and, on that basis, denies them.

157. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 157 of the Complaint, and, on that basis, denies them.

158. Mastercard answers the allegations in paragraph 158 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

159. Mastercard denies the allegations in paragraph 159 of the Complaint.

160. Mastercard denies the allegations in paragraph 160 of the Complaint.

161. Mastercard answers the allegations in paragraph 161 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

162. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 162 of the Complaint, and, on that basis, denies them.

163. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 163 of the Complaint, and, on that basis, denies them.

164. Mastercard answers the allegations in paragraph 164 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

165. Mastercard denies the allegations in paragraph 165 of the Complaint.

166. Mastercard denies the allegations in paragraph 166 of the Complaint.

167. Mastercard answers the allegations in paragraph 167 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

168. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 168 of the Complaint, and, on that basis, denies them.

169. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 169 of the Complaint, and, on that basis, denies them.

170. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 170 of the Complaint, and, on that basis, denies them.

171. Mastercard answers the allegations in paragraph 171 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

172. Mastercard denies the allegations in paragraph 172 of the Complaint.

173. Mastercard denies the allegations in paragraph 173 of the Complaint.

174. Mastercard denies the allegations in paragraph 174 of the Complaint.

175. Mastercard answers the allegations in paragraph 175 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

176. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 176 of the Complaint, and, on that basis, denies them.

177. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 177 of the Complaint, and, on that basis, denies them.

178. Mastercard answers the allegations in paragraph 178 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

179. Mastercard denies the allegations in paragraph 179 of the Complaint.

180. Mastercard denies the allegations in paragraph 180 of the Complaint.

181. Mastercard answers the allegations in paragraph 181 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

182. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 182 of the Complaint, and, on that basis, denies them.

183. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 183 of the Complaint, and, on that basis, denies them.

184. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 184 of the Complaint, and, on that basis, denies them.

185. Mastercard answers the allegations in paragraph 185 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

186. Mastercard denies the allegations in paragraph 186 of the Complaint.

187. Mastercard denies the allegations in paragraph 187 of the Complaint.

188. Mastercard denies the allegations in paragraph 188 of the Complaint.

189. Mastercard answers the allegations in paragraph 189 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

190. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 190 of the Complaint, and, on that basis, denies them.

191. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 191 of the Complaint, and, on that basis, denies them.

192. Mastercard answers the allegations in paragraph 192 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

193. Mastercard denies the allegations in paragraph 193 of the Complaint.

194. Mastercard denies the allegations in paragraph 194 of the Complaint.

195. Mastercard answers the allegations in paragraph 195 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

196. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 196 of the Complaint, and, on that basis, denies them.

197. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 197 of the Complaint, and, on that basis, denies them.

198. Mastercard answers the allegations in paragraph 198 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

199. Mastercard denies the allegations in paragraph 199 of the Complaint.

200. Mastercard denies the allegations in paragraph 200 of the Complaint.

201. Mastercard answers the allegations in paragraph 201 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

202. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 202 of the Complaint, and, on that basis, denies them.

203. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 203 of the Complaint, and, on that basis, denies them.

204. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 204 of the Complaint, and, on that basis, denies them.

205. Mastercard answers the allegations in paragraph 205 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

206. Mastercard denies the allegations in paragraph 206 of the Complaint.

207. Mastercard denies the allegations in paragraph 207 of the Complaint.

208. Mastercard denies the allegations in paragraph 208 of the Complaint.

209. Mastercard answers the allegations in paragraph 209 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

210. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 210 of the Complaint, and, on that basis, denies them.

211. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 211 of the Complaint, and, on that basis, denies them.

212. Mastercard answers the allegations in paragraph 212 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

213. Mastercard denies the allegations in paragraph 213 of the Complaint.

214. Mastercard denies the allegations in paragraph 214 of the Complaint.

215. Mastercard answers the allegations in paragraph 215 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

216. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 216 of the Complaint, and, on that basis, denies them.

217. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 217 of the Complaint, and, on that basis, denies them.

218. Mastercard answers the allegations in paragraph 218 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

219. Mastercard denies the allegations in paragraph 219 of the Complaint.

220. Mastercard denies the allegations in paragraph 220 of the Complaint.

221. Mastercard answers the allegations in paragraph 221 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

222. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 222 of the Complaint, and, on that basis, denies them.

223. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 223 of the Complaint, and, on that basis, denies them.

224. Mastercard answers the allegations in paragraph 224 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

225. Mastercard denies the allegations in paragraph 225 of the Complaint.

226. Mastercard denies the allegations in paragraph 226 of the Complaint.

227. Mastercard answers the allegations in paragraph 227 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

228. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 228 of the Complaint, and, on that basis, denies them.

229. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 229 of the Complaint, and, on that basis, denies them.

230. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 230 of the Complaint, and, on that basis, denies them.

231. Mastercard answers the allegations in paragraph 231 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

232. Mastercard denies the allegations in paragraph 232 of the Complaint.

233. Mastercard denies the allegations in paragraph 233 of the Complaint.

234. Mastercard denies the allegations in paragraph 234 of the Complaint.

235. Mastercard answers the allegations in paragraph 235 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

236. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 236 of the Complaint, and, on that basis, denies them.

237. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 237 of the Complaint, and, on that basis, denies them.

238. Mastercard answers the allegations in paragraph 238 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

239. Mastercard denies the allegations in paragraph 239 of the Complaint.

240. Mastercard denies the allegations in paragraph 240 of the Complaint.

241. Mastercard answers the allegations in paragraph 241 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

242. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 242 of the Complaint, and, on that basis, denies them.

243. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 243 of the Complaint, and, on that basis, denies them.

244. Mastercard answers the allegations in paragraph 244 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

245. Mastercard denies the allegations in paragraph 245 of the Complaint.

246. Mastercard denies the allegations in paragraph 246 of the Complaint.

247. Mastercard answers the allegations in paragraph 247 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

248. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 248 of the Complaint, and, on that basis, denies them.

249. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 249 of the Complaint, and, on that basis, denies them.

250. Mastercard answers the allegations in paragraph 250 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

251. Mastercard denies the allegations in paragraph 251 of the Complaint.

252. Mastercard denies the allegations in paragraph 252 of the Complaint.

253. Mastercard answers the allegations in paragraph 253 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

254. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 254 of the Complaint, and, on that basis, denies them.

255. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 255 of the Complaint, and, on that basis, denies them.

256. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 256 of the Complaint, and, on that basis, denies them.

257. Mastercard denies the allegations in paragraph 257 of the Complaint.

258. Mastercard denies the allegations in paragraph 258 of the Complaint.

259. Mastercard answers the allegations in paragraph 259 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

260. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 260 of the Complaint, and, on that basis, denies them.

261. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 261 of the Complaint, and, on that basis, denies them.

262. Mastercard answers the allegations in paragraph 262 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

263. Mastercard denies the allegations in paragraph 263 of the Complaint.

264. Mastercard denies the allegations in paragraph 264 of the Complaint.

265. Mastercard answers the allegations in paragraph 265 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

266. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 266 of the Complaint, and, on that basis, denies them.

267. Mastercard is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 267 of the Complaint, and, on that basis, denies them.

268. Mastercard answers the allegations in paragraph 268 of the Complaint in accordance with its answers to the allegations of the preceding paragraphs, inclusive, set forth above.

269. Mastercard denies the allegations in paragraph 269 of the Complaint.

270. Mastercard denies the allegations in paragraph 270 of the Complaint.

Mastercard denies each and every allegation not specifically admitted above.

Mastercard denies that Plaintiffs are entitled to the relief requested.

### **AFFIRMATIVE AND 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, capacity, or authority to assert them.

**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**

Plaintiffs' claims are barred, in whole or in part, by accord and satisfaction.

**EIGHTH DEFENSE**

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

**NINTH DEFENSE**

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

**TENTH DEFENSE**

Any and all of Mastercard's actions challenged by Plaintiffs were lawful under the United States Supreme Court opinion in *Ohio v. American Express Co.*, 138 S. Ct. 2274 (2018) and related cases, necessary, justified, pro-competitive, constituted bona fide business competition, and were carried out in furtherance of Mastercard's legitimate business interests.

**ELEVENTH 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.

**TWELFTH DEFENSE**

Plaintiffs' claims have been released or otherwise barred, in whole or in part, by the settlements and final judgments in *In re VisaCheck/MasterMoney Antitrust Litigation*, No. 96-CV-5239 (E.D.N.Y.).

**THIRTEENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Mastercard was entitled to, and did, reasonably rely on the decision in *National Bancard Corp. v. Visa U.S.A. Inc.*, 779 F.2d 592 (11th Cir. 1986).

**FOURTEENTH DEFENSE**

Plaintiffs' claims are or in the future may be barred, in whole or in part, by the "filed rate" doctrine or the terms and implementing regulations of the Dodd-Frank Act.

**FIFTEENTH DEFENSE**

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

**SIXTEENTH DEFENSE**

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

**SEVENTEENTH DEFENSE**

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

**EIGHTEENTH DEFENSE**

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

**NINETEENTH 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 the Court.

**TWENTIETH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent that they require Mastercard to act inconsistently with state laws prohibiting surcharging, the Final Judgment as to Defendants Mastercard International Inc. and Visa Inc. entered in connection with *United States v. American Express Company, et al.*, No. 10-cv-04496-NGG-RER (E.D.N.Y.), or with any relevant provisions under the Dodd-Frank Act.

**TWENTY-FIRST DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by Mastercard's 2006 corporate restructuring and initial public offering.

**TWENTY-SECOND DEFENSE**

Plaintiffs' claims for damages are barred, in whole or in part, to the extent that Plaintiffs seek damages, restitution, or other monetary relief that is duplicative of damage, restitution, or other monetary relief sought or recovered in other actions.

**TWENTY-THIRD DEFENSE**

Plaintiffs' claims for damages are barred, in whole or in part, because those allegedly injured by overcharges passed on such overcharges to others.

**TWENTY-FOURTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Mastercard's conduct was expressly permitted by federal laws or regulations.

**TWENTY-FIFTH DEFENSE**

With respect to each of Plaintiffs' claims, Mastercard acted in good faith and its conduct was fully privileged.

**TWENTY-SIXTH DEFENSE**

Any injury sustained by Plaintiffs is subject to offset.

**TWENTY-SEVENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because the claimed monetary relief is speculative and impossible to ascertain.

**TWENTY-EIGHTH DEFENSE**

Plaintiffs' Class Action Complaint on Behalf of Indirect-Purchaser Gasoline Retailers fails to state facts sufficient to state a claim for attorneys' fees.

**TWENTY-NINTH DEFENSE**

Plaintiffs' claims are barred insofar as they are brought on behalf of separately organized subsidiaries or affiliates that are not named as Plaintiffs, including because Plaintiffs lack standing or authority to bring those claims.

**THIRTIETH DEFENSE**

Plaintiffs have not suffered a compensable injury.

**THIRTY-FIRST DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the failure of Plaintiffs to mitigate damages, if any.

**THIRTY-SECOND DEFENSE**

Plaintiffs' claims are released or otherwise barred, in whole or in part, by the settlements, orders, and/or final judgments in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, No. 05-MD-1720 (E.D.N.Y.).

**THIRTY-THIRD DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

**THIRTY-FOURTH DEFENSE**

Plaintiffs' claims are barred in whole or in part by the Commerce Clause of the United States Constitution.

**THIRTY-FIFTH DEFENSE**

Plaintiffs' claims fail to the extent that they may seek restitution because Mastercard did not accrue, directly or indirectly, any monetary benefit and/or property from Plaintiffs.

**THIRTY-SIXTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, due to express contracts.

**THIRTY-SEVENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because they have no direct relationship with Mastercard.

**THIRTY-EIGHTH DEFENSE**

The business practices that are the subject of the Complaint are not "unfair," "fraudulent," or "unlawful" within the meaning of Cal. Bus. & Prof. Code § 17200 *et seq.* and do not restrain trade and are not "anticompetitive" within the meaning of Cal. Bus. & Prof. Code § 16700 *et seq.*, Arizona Revised Stat. § 44-1401 *et seq.*, Conn. Gen. Stat. § 35-28 *et seq.*, District of Columbia Code § 28-4501 *et seq.*, Hawaii Rev. Stat. § 480-1 *et seq.*, Iowa Code Ann. § 553.1 *et seq.*, Illinois Antitrust Act, 740 ILCS 10/3, Kansas Stat. Ann. § 50-101 *et seq.*, Maine Rev. Stat. Ann. 10, § 1101 *et seq.*, Michigan Comp. Laws Ann. § 445.771 *et seq.*, Minnesota Stat. Ann. § 325D.49 *et seq.*, Miss. Code Ann. § 75-21-1 *et seq.*, North Carolina Gen. Stat. § 75-1 *et seq.*, North Dakota Cent. Code § 51-08.1-01 *et seq.*, Nebraska Rev. Stat. § 59-801 *et seq.*, Nevada Rev. Stat. Ann.

§ 598A.010 *et seq.*, N.H. Rev. Stat. Ann. § 356:2 *et seq.*, New Mexico Stat. Ann. § 57-1-1 *et seq.*, New York General Business Law § 340 *et seq.* and § 369-A, Rhode Island Gen. Laws Ann. § 6-36-1 *et seq.*, South Dakota Codified Laws Ann. § 37-1-3.1 *et seq.*, Utah Code Ann. § 76-10-3104 *et seq.*, Vermont Stat. Ann. 9 § 2451 *et seq.*, W. VA. Code § 47-18-3 *et seq.*, or Wisconsin Stat. Ann. § 133.01 *et seq.*

**THIRTY-NINTH DEFENSE**

Plaintiffs' Class Action Complaint on Behalf of Indirect-Purchaser Gasoline Retailers fails to state facts sufficient to maintain a class action.

**FORTIETH 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.

