

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

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B & R SUPERMARKET, INC., d/b/a	:	X
MILAM'S MARKET, a Florida corporation,	:	Case No. 1:17-cv-02738-BMC-JAM
et al., Individually and on Behalf of All	:	
Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
VISA, INC., et al.,	:	
	:	
Defendants.	:	X

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**| UNOPPOSED CLASS SETTLEMENT  
ORDER AND FINAL JUDGMENT**

On October 16, 2025, the Court entered an order that, *inter alia*, granted preliminary approval of the Settlement and approved the form and manner of settlement notice to be provided to the Class (Dkt. Nos. 982, 983).

On April 27, 2026, the Court held a final approval hearing, for which the Class had been given appropriate notice. A full and fair opportunity to be heard was provided in accordance with the settlement notice. The Court considered at the final approval hearing the following: (1) whether the terms and conditions of the Amended Stipulation and Agreement of Settlement between Plaintiffs and defendant Discover Financial Services ("Discover") dated June 6, 2025 ("Discover Settlement Agreement"), the Stipulation and Agreement of Settlement between Plaintiffs and defendant American Express Company ("Amex") dated May 16, 2025 ("Amex Settlement Agreement"), and the Stipulation and Agreement of Settlement between Plaintiffs and defendants Visa, Inc. and Visa U.S.A., Inc. ("Visa") and Mastercard International Incorporated ("Mastercard")<sup>1</sup> dated September 12, 2025 (the "Visa/Mastercard Settlement Agreement" and, with the Discover and Amex Settlement Agreements, the "Settlement Agreements"), are fair, reasonable, and adequate for the settlement of this Class action; and (2) whether judgment should be entered dismissing Defendants from the above-captioned action (the "Action") with prejudice and (3) whether the terms of the proposed Plan of Administration and Distribution (the "Distribution Plan") are fair, reasonable, and adequate for allocating the settlement proceeds among the members of the Class.

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<sup>1</sup> Discover, Amex, Visa, and Mastercard are collectively referred to herein as "Defendants." "Plaintiffs" or "Class Representatives" refers collectively to plaintiffs B & R Supermarket, Inc. (d/b/a Milam's Market), Grove Liquors LLC, Strouk Group LLC (d/b/a Monsieur Marcel), and Palero Food Corp. and Cagueyes Food Corp. (d/b/a Fine Fare Supermarket).

The Court, having considered all papers filed concerning the Settlement Agreements and all matters submitted to the Court at the final approval hearing and otherwise, hereby FINDS, with all terms used herein having the same meanings set forth and defined in the Settlement Agreements, that:

A. This Court has jurisdiction over Plaintiffs, all members of the certified Class, and Defendants, and jurisdiction to finally approve the Settlement Agreements.

B. The notice and objection procedures provided to the Class, including but not limited to the methods of identifying and notifying members of the Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Class of the Action, the terms of the Settlement Agreements, and their objection rights, and fully satisfied the requirements of **Federal Rule of Civil Procedure 23**, any other applicable laws or rules of the Court, and due process.

C. The notice requirements of the Class Action Fairness Act, **28 U.S.C. § 1715**, have been met.

D. The Court has held a final approval hearing to consider the fairness, reasonableness, and adequacy of the Settlement Agreements, and has been advised that there were no objections to the Settlement Agreements and has given due consideration thereto.

E. The Settlement Agreements, including their consideration and release provisions:

- (1) were entered into in good faith, following arm's-length negotiations, and were not collusive;
- (2) are fair, reasonable, and adequate, and are in the best interests of the Class;
- (3) are consistent with the requirements of federal law and all applicable court rules, including **Federal Rule of Civil Procedure 23**; and

(4) were entered into at a time when the record was sufficiently developed and complete to enable Plaintiffs and Defendants to have adequately evaluated and considered all terms of the Settlement Agreements.

F. The Distribution Plan (Dkt. No. 980-5) is fair, reasonable, and adequate, and an equitable and effective method of distributing the common fund to the Class.

G. There have been no objections to any aspect of the Settlements, Notice, or Distribution Plan.

ACCORDINGLY, pursuant to Federal Rule of Civil Procedure 23(e), the Settlement Agreements, the terms and conditions of which are hereby incorporated by reference, are hereby fully and finally APPROVED by the Court.

NOW, THEREFORE, based on good cause appearing therefor, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The Court finds that the requirements of Rule 23(a) and (b)(3) have been met and that the already certified Class remains certifiable for purposes of judgment, consisting of all "Merchants who incurred one or more unreimbursed chargeback(s) between October 1, 2015 through and including September 30, 2017, pursuant to the Fraud Liability Shift for the assessment of Mastercard, Visa, Discover and/or Amex payment card chargebacks. Excluded from the Class are members of the judiciary and government entities or agencies." Also excluded from the Class are any putative class members who previously excluded themselves from this Action by filing a request for exclusion with the requirements set forth in the Order Granting Unopposed Motion for Approval of Proposed Class Notice and Notice Plan dated June 3, 2022, and the Class Notice pursuant thereto previously provided to Class Members.

2. Plaintiffs shall continue to serve as representatives of the Class. The law firm of Robbins LLP shall continue to serve as Class Counsel.

3. Class Counsel and their designees, including the Claims Administrator and the Escrow Agent, shall continue to be authorized to expend funds from the escrow accounts to pay taxes, tax expenses, notice, and administration costs as set forth in the Settlement Agreements. Further, to the extent not otherwise covered by the above, Class Counsel and their designees are authorized to expend funds from the escrow accounts as needed to effectuate the Distribution Plan.

4. Class Counsel and their designees, including the Claims Administrator and the Escrow Agent, are empowered to effectuate the Distribution Plan. Class Counsel shall petition the Court for approval of any distribution(s) to the Class pursuant to the Distribution Plan.

5. The terms and provisions of the Stipulated Protective Order, filed on June 15, 2016, and approved on July 1, 2016, shall survive and continue in effect through and after entry of this Class Settlement Order and Final Judgment.

6. Nothing in the Settlement Agreements or this Class Settlement Order and Final Judgment is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by any of the Defendants, or of the truth or validity or lack of truth or validity of any of the claims or allegations alleged in the Action.

7. Nothing in this Class Settlement Order and Final Judgment is intended to or shall modify the terms of the Settlement Agreements.

8. This Action, including all claims against Defendants, are hereby dismissed with prejudice, with each party to bear its own costs.

9. Each member of the Class and each Releasing Party unconditionally, fully, and finally releases and forever discharges the Defendants and each of the other Released Parties from

all claims released in the Settlement Agreements, and waives any rights to the protections afforded under **California Civil Code §1542** and/or any other similar, comparable, or equivalent laws.

10. All members of the Class, and those subject to their control, are hereby enjoined and forever barred from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on its behalf, any claims released against Released Parties, as set forth in the release and covenant not to sue provisions in the Settlement Agreements.

11. Without affecting the finality of this judgment in any way, and as further provided in the Settlement Agreements, this Court hereby retains continuing jurisdiction over Plaintiffs, the members of the Class, and Defendants to implement, administer, consummate, and enforce the Settlement Agreements and this Class Settlement Order and Final Judgment, including any disputes relating to, or arising out of, the release and covenant not to sue of the Class or the effectuation of the Distribution Plan.

12. Plaintiffs, members of the Class, and Defendants irrevocably submit to the exclusive jurisdiction, and personal jurisdiction, of this Court for the resolution of any matter covered by the Settlement Agreements, the Distribution Plan and claims and attempted claims submitted thereto, this Class Settlement Order and Final Judgment, or the applicability of the Settlement Agreements or this Class Settlement Order and Final Judgment. All applications to the Court with respect to any aspect of the Settlement Agreements, the Distribution Plan and claims and attempted claims submitted thereto, or this Class Settlement Order and Final Judgment shall be presented to and determined by United States District Court Judge Brian M. Cogan for resolution as a matter within the scope of this Action, or, if he is not available, any other District Court Judge or Magistrate designated by the Court.

13. In the event that the provisions of the Settlement Agreements or the Class Settlement Order and Final Judgment are asserted by any Defendant or other Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by a Plaintiff or member of the Class, the Released Party shall be entitled to an immediate stay of that suit, action, or proceeding until after this Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions, and no further judicial review of such order or judgment is possible.

14. A separate order will be entered regarding Class Counsel's motion for attorneys' fees, expenses, and service awards. Such order(s) shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

15. There is no just reason to delay the entry of this Judgment as a final judgment in this Action.

This Class Settlement Order and Final Judgment terminates and disposes of all claims against the Defendants in this Action. The Court hereby directs the Clerk to enter judgment forthwith in accordance with the terms of this Class Settlement Order and Final Judgment, which judgment shall be final and appealable

IT IS SO ORDERED.

Brooklyn, NY  
DATED: April 28, 2026

*Brian M. Cogan*

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HONORABLE BRIAN M. COGAN  
UNITED STATES DISTRICT JUDGE