

**NOTICE OF PROPOSED SETTLEMENT OF A CLASS ACTION
SHERI ABERBACK PTACK V. AMEX BANK OF CANADA**

C.S.M. 500-06-000227-047

1. SETTLEMENT CLASS

BE ADVISED that, further to a settlement agreement concluded between the Plaintiff and the Defendant Amex Bank of Canada (the "Settlement Agreement"), the Superior Court of Québec, sitting in the District of Montreal (the "Court"), will be asked to approve the said Settlement Agreement, on behalf of the persons (the "Members") forming part of the class described hereafter (the "Class"), namely:

All natural persons and all legal persons established for a private interest, partnerships or associations (provided that between March 16, 2003 and March 15, 2004, not more than 50 persons were bound to it by contract of employment and it was dealing at arm's length with the representative) which, at any time from and as of March 15, 2001 up to the judgment approving the settlement (the "CLASS PERIOD"), were holders of an American Express Credit Card the use of which was governed by the laws of the Province of Québec and who had paid their credit card account via Internet, telephone and/or automatic banking machine and/or over the counter at a financial institution, on or before the due date, and incurred a "finance charge" as a result of Defendant's payment processing policy;

Excluded from the class are the Defendant, its officers, directors and any affiliates or corporate subsidiaries of the Defendant and the officers and directors thereof, as the case may be.

2. SETTLEMENT TERMS

The Class Action was instituted by Plaintiff in the court file bearing No. 500-06-000227-047 on or about August 2, 2006.

The Defendant denies any wrongdoing or liability in respect of the Class Action and notes that the Settlement Agreement is a compromise of disputed claims.

The Settlement Agreement definitively settles the aforementioned dispute, and if approved by the Court, will have the effect of putting an end to all the claims that the Members have or could have against the Defendant.

The benefits conferred to the Members set out in the Settlement Agreement may be summarized as follows:

• The Defendant will modify the language on its Monthly Statements of Account for its credit card products to provide more clarity regarding the processing delays required for payments made via financial institutions.

The Settlement Agreement also provides for the payment by the Defendant of the Plaintiffs' Attorneys' fees and disbursements (including GST and PST where applicable) and the amount of such fees and disbursements will also be submitted for approval by the Court in the context of the Settlement Approval Hearing.

THE FOREGOING IS A SUMMARY OF BENEFITS MADE AVAILABLE PURSUANT TO THE SETTLEMENT AGREEMENT AND IS NOT INTENDED TO BE A COMPLETE DESCRIPTION OF SAID BENEFITS. COPIES OF THE SETTLEMENT AGREEMENT CAN BE OBTAINED FOR CONSULTATION BY CONTACTING PLAINTIFF'S ATTORNEYS AT THE ADDRESS PROVIDED BELOW OR CONSULTING PLAINTIFF'S ATTORNEYS' WEBSITE AT WWW.KUGLER-KANDESTIN.COM.

3. SETTLEMENT APPROVAL HEARING

The Settlement Approval Hearing will take place on February 18, 2008 at 10 am in room 15.07 at the Montreal Courthouse, 1, Notre-Dame East, Montréal (Québec) H2Y 1B6. Justice Marie-France Courville of the Superior Court of the District of Montreal will preside over the Settlement Approval Hearing and will decide whether the proposed Settlement Agreement should be approved by the Court. Any Member who wishes to oppose the Settlement Agreement must send a written notice to Plaintiff's Attorneys to this effect no later than January 18, 2008, including therein a statement of the reasons for their opposition. Plaintiff's Attorneys will forward the written notices of opposition to Justice Courville no later than January 25, 2008. Any Member who opposes the Settlement Agreement must be present at the Settlement Approval Hearing in order to make representations before Justice Courville.

Members who do not oppose the Settlement Agreement are not required to appear at the Settlement Approval Hearing or to take any other action to indicate their acceptance of and participation in the Settlement Agreement. Members may, at their own cost, seek the advice of separate legal counsel in reaching an independent determination as to whether the Settlement Agreement reflects and represents their interests.

Any Member that has not asked to be excluded from the Class will be bound by the judgment to be rendered further to the Settlement Approval Hearing (the "Settlement Approval Judgment").

4. EXCLUSION PROCEDURE

Any Member who wishes to be excluded from the Class and the Settlement Agreement may do so by sending a notice in writing to the Plaintiff's Attorneys, solemnly affirmed before a commissioner of oaths, by the 30th day of the publication of the Notice of Settlement. The date of publication of the said Notice of Settlement shall be determined by the Court in the Settlement Approval Judgment. The notice requesting exclusion from the Class must clearly indicate: (1) the identification of the proceedings; (2) the Member's full name and current address; and (3) a statement of intention to be excluded from the Class Action.

5. ADDITIONAL INFORMATION

Any person wishing to obtain more information or examine a copy of the Settlement Agreement may direct their inquiries to Plaintiff's Attorneys at:

Kugler Kandestin LLP
Attre Marie Arthur J. Wechsler or Attre Martine L. Tramblay
1 Place Ville-Marie
Suite 2101
Montréal, Québec
Canada H3B 2C6

THE PUBLICATION OF THIS NOTICE AND ITS CONTENTS HAVE BEEN APPROVED BY THE HONOURABLE JUSTICE COURVILLE OF THE SUPERIOR COURT OF QUEBEC DISTRICT OF MONTREAL.

*The Gazette
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