

**SUPERIOR COURT OF THE STATE OF NEW JERSEY
CIVIL DIVISION MERCER COUNTY**

KEVIN MERCHANT, Plaintiff

v.

**HEARTLAND PAYMENT SYSTEMS, et al,
Defendants**

Docket No.: L-00004516

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF HEARTLAND ("HEARTLAND" OR THE "COMPANY") COMMON STOCK, EITHER OF RECORD OR BENEFICIALLY, AT ANY TIME BETWEEN DECEMBER 15, 2015 THROUGH AND INCLUDING APRIL 22, 2016, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, PERSONAL OR LEGAL REPRESENTATIVES, TRUSTEES, EXECUTORS, ESTATES, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS AND SUCCESSORS AND ASSIGNS, BUT EXCLUDING DEFENDANTS (OTHER THAN THE NOMINAL DEFENDANT), THEIR RESPECTIVE AFFILIATES AND ANY MEMBERS OF THE IMMEDIATE FAMILY OF ANY INDIVIDUAL DEFENDANT.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE "RELEASED CLAIMS" (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD HEARTLAND COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

THE PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above captioned action (the "Action") pending before the Superior Court of the State of New Jersey, Civil Division, Mercer County (the "Court"). Pursuant to the Settlement, plaintiff Kevin Merchant ("Plaintiff"), on his own behalf and on behalf of all members of the Class (defined herein), have agreed to dismiss with prejudice their claims against Heartland Payment Systems, Inc. ("Heartland"), Global Payments, Inc. ("Global"), Data Merger Sub One, Inc., and Data Merger Sub Two, LLC, Robert H.B. Baldwin, Jr., Maureen Breakiron-Evans, Robert O. Carr, Mitchell L. Hollin, Robert Henry Niehaus, Marc J. Ostro, Jonathan J. Palmer, and Richard W. Vague (the "Defendants").

A hearing shall be held on April 4, 2017 at 9 a.m., before the Honorable Douglas H. Hurd in the Superior Court of the State of New Jersey, Civil Division, Mercer County, at 175 South Broad Street, Trenton, New Jersey 08650 (the "Hearing") to determine: (a) whether the Court should finally certify the Action as a class action, without opt-out rights, pursuant to New Jersey Court Rules 4:32-1 and 4:32-2; (b) whether the Court should approve the proposed Settlement of the Action; (c) whether the Court should enter a final judgment dismissing the claims asserted in the Action on the merits and with prejudice as against Plaintiff and the Class; (d) if the Court approves the Settlement and enters such final judgment, whether the Court should grant the application of Plaintiff's counsel for an award of attorneys' fees and expenses to be paid by Heartland or its successor and/or its assigns; and (e) such other matters as may properly come before the Court.

This Notice describes the rights you may have under the proposed Settlement and what steps you may, but are not required to, take in relation to the proposed Settlement. If the Court approves the proposed Settlement, the parties to the Action will ask the Court at the Hearing, among other things, to enter the Order and Final Judgment dismissing all claims asserted in the Action with prejudice.

The Court has the right to adjourn the Hearing without further notice. The Court also has the right to approve the Settlement with or without modifications, to enter its final judgment dismissing the Action on the merits and with prejudice and to order the payment of attorneys' fees and expenses without further notice.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

BACKGROUND AND DESCRIPTION OF THE LITIGATION

On December 15, 2015, Heartland and Global announced that they had entered into a definitive agreement, pursuant to which Global will acquire Heartland in a cash and stock transaction for total consideration valued at approximately \$4.3 billion (collectively, the “Transaction” or “Merger Agreement”), subject to approval by Heartland shareholders at a special meeting subsequently scheduled for April 21, 2016.

On January 8, 2016, Plaintiff Kevin Merchant filed a putative class action challenging the Transaction.

On February 5, 2016, Global filed with the SEC a preliminary prospectus on Form S-4 (the “Registration Statement”) containing, among other things, a preliminary proxy statement of Heartland (the “Proxy”) in connection with the Transaction.

On March 1, 2016, Plaintiff Kevin Merchant filed an amended putative class action complaint challenging the Transaction, and specifically challenging the sufficiency of the disclosures made to the Company’s stockholders in the Registration Statement.

On March 8, 2016, Global filed with the SEC an amendment to the Registration Statement.

On March 21, 2016, Global filed with the SEC an amendment to the Registration Statement, which disclosed that April 21, 2016 had been set as the date for Heartland shareholders to vote on the Transaction.

On March 23, 2016, the SEC declared the Registration Statement effective, Global filed a final form of prospectus (the “Prospectus”) with the SEC and Heartland filed a definitive proxy statement with the SEC regarding the shareholder vote.

After arm’s-length negotiations as to the scope of discovery, Heartland produced confidential non-public documents on March 31, 2016, April 4, 2016, and June 9, 2016. Plaintiff’s counsel subsequently took the depositions of the Vice Chairman of Heartland and a representative of Greenhill Partners, a financial advisor to Heartland, on June 15 and 16, 2016 respectively.

On April 12, 2016, after Defendants provided Plaintiff with reasonable, mutually agreeable discovery from Heartland and following arm’s-length negotiations concerning the terms and conditions of a potential resolution of the Action, Plaintiff and Defendants reached an agreement in principle which was set forth in a Memorandum of Understanding (the “MOU”). Pursuant to the MOU, Heartland filed a Form 8-K with the SEC which disclosed, among other things, certain additional information regarding the Transaction (the “Supplemental Disclosures”).

On April 21, 2016, at a special meeting of Heartland shareholders, the shareholders voted to approve the Transaction.

On April 22, 2016, the Transaction successfully closed.

REASONS FOR THE SETTLEMENT

Plaintiff has agreed to the Settlement only because he believes that it has provided Heartland’s shareholders with a material benefit by obtaining the disclosure of material information necessary for the Company’s stockholders to cast an informed vote on the Transaction.

Plaintiff, through his counsel, has investigated the claims and allegations asserted in the Action, as well as the underlying events and transactions relevant to the Action, through public means as well as through confidential discovery and in consultations with a financial expert. Based on their investigation and discovery, Plaintiff and Plaintiff’s counsel believe that the claims asserted in the Action have merit based on proceedings to date, but having concluded that the proposed Settlement is fair, reasonable and adequate and, recognizing the risk of further litigation, believe that it is reasonable to pursue the settlement of the Action based upon the substantial benefits and protections outlined and set forth in the Stipulation.

Defendants each have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or breaches of duty or engaged in any of the wrongful acts alleged in the Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary, disclosure, and all other legal duties. Defendants entered into the Stipulation solely because they contend and believe that the Settlement will eliminate the burden and expense of further litigation.

SUMMARY OF THE SETTLEMENT AND THE RELEASE AND DISMISSAL OF CLAIMS

The terms of the Settlement are fully described in the Stipulation, on file with the Court, which is available for your inspection as discussed below under the heading "Scope of Notice." Capitalized terms used herein and not otherwise defined are deemed to have the same meaning as set forth in the Stipulation. The Settlement is subject to and becomes effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below.

In summary, in consideration for the full settlement and release of all Released Claims (as defined below), Heartland made the Supplemental Disclosures regarding the Transaction in a Form 8-K filed with the SEC on April 12, 2016. A copy of the Supplemental Disclosures is attached hereto as Exhibit A and the full Form 8-K is available at: <https://www.sec.gov/Archives/edgar/data/1144354/000089882216000336/body.htm>.

Defendants acknowledge that Plaintiff's efforts in the Action were the sole factor that caused Heartland to provide the Supplemental Disclosures. Other than any attorneys' fees and disbursements as may be awarded by the Court and the cost of providing this notice to the Class, Defendants shall have no further obligations, liabilities or responsibilities in connection with the proposed Settlement.

The Stipulation provides among other things that, if the Court approves the Settlement, each of the following will occur:

1. The Action will be dismissed with prejudice on the merits. This dismissal on the merits will be binding as to all Class members.
2. Upon Final Approval of the Settlement, all claims which the Releasing Persons ever had, now have, or may have had in their capacity as stockholders of Heartland, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the factual or legal allegations in the Action, the complaints, the Merger Agreement (including any amendments thereto), the Transaction, and other transactions contemplated therein, any and all disclosures made in connection therewith, including, without limitation, the Registration Statement, the Proxy, the Prospectus, and any amendments thereto, and any other disclosures or statements relating to the Transaction, or the adequacy and completeness of such statements or disclosures (the "Released Claims") shall be fully, finally, and forever discharged, dismissed with prejudice, settled, enjoined, and released; provided, however, for the avoidance of doubt, the Released Claims shall not include (i) the right to enforce the Settlement; (ii) the right of any member of the Class to pursue any properly perfected claims for appraisal pursuant to 8 Del. C. § 262; and/or (iii) any claims under the federal securities laws that do not arise out of, or relate to, the Merger or any disclosures made in connection therewith (including the adequacy, accuracy and completeness of such disclosures).
3. Upon Final Approval of the Settlement, Defendants and Released Persons shall be deemed to have, and by operation of this Order and Final Judgment shall have released Plaintiff, members of the class, and Plaintiff's counsel from all claims, allegations, complaints, liabilities or sanctions arising out of the investigation, institution, prosecution, settlement or resolution of the Action; provided, however, that the Defendants and Released Persons shall retain the right to enforce in the Court the terms of this Stipulation, and to oppose or defend any appraisal proceedings pursued by any Class member pursuant to 8 Del. C. § 262.
4. The Settlement is intended to extinguish all Released Claims, including Unknown Claims, and, consistent with such intentions, the Releasing Persons and Released Persons shall waive, relinquish, and release any and all provisions, rights, and benefits conferred by or under any law of the United States or any state or territory of the United States, or principle of common law or foreign law, which may have the effect of limiting the releases set forth above. "Unknown Claims" means any claim that a Releasing Person or Released Person does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those which, if known, might have affected his, her, or its decision to enter into the Settlement. This shall include a waiver to the fullest extent permitted by law by the Releasing Persons and Released Persons of the provisions, rights, and benefits of Section 1542 of the California Civil Code (or any similar, comparable or equivalent provision) which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Persons and the Released Persons shall also be deemed to have waived, relinquished, and released, to the extent they are applicable, and to the fullest extent permitted by law, the provisions, rights, and benefits of any law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, as set forth above. Plaintiff has, on his own behalf and on behalf of the Class and the Releasing Persons, acknowledged that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the Released Claims, but that it is their intention, as Releasing Persons and on behalf of the Class, to fully, finally and forever settle and release any and all claims released hereby known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such additional or different facts. The Parties acknowledged, and the members of the Class by operation of law are deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into the Stipulation.

INTERIM INJUNCTION AND STAY OF PROCEEDINGS

Pursuant to the Order of Preliminary Approval of Settlement, pending final determination of whether the Settlement should be approved, Plaintiff and all members of the Class, and any of them, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Released Claims, either directly, representatively, derivatively or in any other capacity, against any Released Person. In addition, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended until further order of the Court.

ATTORNEYS' FEES

In connection with the Settlement of the Action, Plaintiff and Plaintiff's counsel intend to petition the Court for an award of attorneys' fees and expenses in an amount not to exceed \$325,000 (collectively, the "Fee Award"). Defendants agree not to object to or oppose Plaintiff's counsel's request for such approval (provided it does not exceed the amounts noted above), and Heartland and/or its successors in interest have agreed to pay this amount, subject to Court approval, within ten (10) business days after the entry of the Court's order awarding such fees and expenses.

The Fee Award shall be Plaintiff's and/or Plaintiff's counsel's sole application for an award of fees and expenses in connection with any litigation concerning the Transaction.

Final resolution by the Court or any other court (including any appellate court) of the Fee Award is not a precondition to the Settlement or the dismissal of the Action in accordance with the Settlement and the Stipulation, and the Fee Award may be considered separately from the Settlement. Neither any failure of the Court or any other court (including any appellate court) to approve the Fee Award in whole or in part, nor any other reduction, modification, or reversal of any amount awarded to Plaintiff's counsel by the Court shall have any impact on the effectiveness of the Settlement, provide any of the parties with the right to terminate the Settlement or the Stipulation, or affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims. Except as provided herein, the Released Persons shall bear no other expenses, costs, damages, or fees alleged or incurred by Plaintiff or by any of his attorneys, experts, advisors, agents or representatives.

TERMINATION

The Settlement shall be terminated, shall be deemed null and void, and shall have no force or effect if any of the following events occur: (i) the Court does not enter the Order and Final Judgment; (ii) the Class does not receive final certification; (iii) the Settlement does not obtain Final Court Approval for any reason; or (iv) the Action is not dismissed with prejudice against all Defendants, with such dismissal becoming final and no longer subject to further appeal or review by lapse of time or otherwise, without the award of any damages, costs, fees, or the grant of relief, except for the payments contemplated by the Stipulation.

THE SETTLEMENT HEARING

The Court has scheduled a Hearing which will be held on April 4, 2017 at 9 a.m., before the Honorable Douglas H. Hurd in the Superior Court of the State of New Jersey, Civil Division, Mercer County, at 175 South Broad Street, Trenton, New Jersey 08650 to:

1. Determine whether the Action may be maintained as a class action and the Class should be certified, for settlement purposes, pursuant to New Jersey Court Rules 4:32-1 and 4:32-2;
2. Determine whether Plaintiff and Plaintiff's counsel have adequately represented the Class in the Action;
3. Determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to, and is in the best interests of, the Class and should be approved by the Court;
4. Determine whether the Order and Final Judgment should be entered dismissing the Action with prejudice as against Plaintiff and the Class, releasing and discharging with respect to Plaintiff and all Class members the Released Claims against the Released Persons;
5. Hear and rule on any objections to the Settlement;
6. Consider an application of Plaintiff's counsel for an award of attorneys' fees and expenses, and any objections thereto; and
7. Rule on other such matters as the Court may deem appropriate.

RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiff's counsel's application for an award of attorneys' fees and expenses, or who otherwise wishes to be heard, may appear personally or by counsel at the Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than fourteen (14) days before the Settlement Hearing, that Class member has filed with the Superior Court of the State of New Jersey, Civil Division, Mercer County, at 175 South Broad Street, Trenton, New Jersey 08650, and served upon the attorneys listed below, copies of: (a) a written notice of intention to appear, identifying the name, address, email address, and telephone number of the objector and, if represented, counsel, (b) written proof of ownership of Heartland common shares (either of record or beneficially) at any time between December 15, 2015 through and including April 22, 2016 (the date of the closing of the Transaction), and a statement certifying that the objector is a member of the Class, (c) a written detailed statement of such person's specific objections to any matter before the Court, (d) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (e) all documents and writings such person desires the Court to consider. These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

Donald J. Enright
Levi & Korsinsky LLP
235 Main Street
Hackensack, NJ 07601

Craig S. Waldman
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

Lead Counsel to Plaintiff and the Class

Counsel for Defendants Heartland Payment Systems, Inc., Global Payments, Inc., Data Merger Sub One, Inc., and Data Merger Sub Two, LLC

Stephen R. DiPrima
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Counsel for Defendants Robert H.B. Baldwin, Jr., Maureen Breakiron-Evans, Robert O. Carr, Mitchell L. Hollin, Robert Henry Niehaus, Marc J. Ostro, Jonathan L. Palmer, Richard W. Vague

Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, the judgment to be entered herein, or the award of attorneys' fees and expenses to Plaintiff's counsel or otherwise to be heard, except by serving and filing written objections as described above. Any person who fails to object in the manner provided above shall be deemed to have waived such objection (including on any appeal) and shall forever be barred from making any such objection in the Action or in any other action or proceeding.

ORDER AND FINAL JUDGMENT OF THE COURT

If the Settlement is approved by the Court, the parties will promptly request the Court to enter an Order and Final Judgment, which will, among other things:

1. Determine that the Action may proceed as a class action on behalf of the Class pursuant to New Jersey Court Rules 4:32-1 and 4:32-2 for purposes of the Settlement;
2. Approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate to the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
3. Determine that the requirements of the New Jersey Court Rules and due process have been satisfied in connection with notice to the Class;
4. Dismiss the Action with prejudice;
5. Release, settle, and discharge the Released Persons from and with respect to all Released Claims;
6. Release Plaintiff, members of the Class, and Plaintiff's counsel from all claims, allegations, complaints, liabilities or sanctions arising out of the investigation, institution, prosecution, settlement or resolution of the Action (other than claims by the parties to the Stipulation to enforce the terms of the Stipulation or Settlement and to oppose or defend any appraisal proceedings pursued by any Class member pursuant to 8 Del. C. § 262);
7. Bar and enjoin the Plaintiff and all other Class members from commencing or participating in any action or other proceeding asserting any of the Released Claims against any of the Released Persons.

SCOPE OF NOTICE

This Notice does not purport to be a comprehensive description of the Action or the pleadings, the terms of the proposed Settlement, the scheduled Hearing, or other matters described herein. For more complete information concerning the Action and the proposed Settlement, you may inspect the pleadings, the Stipulation, and other papers and documents filed with the Court in the Action, during normal business hours at the Superior Court of the State of New Jersey, Civil Division, Mercer County, at 175 South Broad Street, Trenton, New Jersey 08650.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THE ACTION, THE PROPOSED SETTLEMENT, OR THE SETTLEMENT HEARING THEREON, YOU SHOULD RAISE THEM WITH YOUR OWN COUNSEL OR DIRECT THEM TO COUNSEL FOR PLAINTIFF IN THIS ACTION, AT THE ADDRESS SET FORTH BELOW. PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.

Donald J. Enright
Levi & Korsinsky LLP
235 Main Street
Hackensack, NJ 07601
(973) 265-1600

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you held Heartland stock for the beneficial interest of a person or organization other than yourself at any time during the period from and including from December 15, 2016 through and including April 22, 2016, within seven days of the receipt of this Notice you must either (a) provide to the Notice Administrator at the address below the name and last known address of each person or organization for whom or which you held any such securities during such time periods; or (b) request additional copies of this Notice from the Notice Administrator at the address below, which will be provided to you free of charge, and, within seven days of your receipt of such copies, mail the Notice directly to the beneficial owners of the securities referred to herein. You are entitled to reimbursement from Heartland or its successor(s) in interest for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. These expenses will be paid by Heartland or its successor(s) in interest upon request and submission of appropriate supporting documentation to the Company. All communications concerning the foregoing should be addressed to the Notice Administrator at the following address:

Merchant v. Heartland Payment Systems, Inc. et al.
c/o GCG
P.O. Box 10347
Dublin, Ohio 43017-0347

Dated: January 20, 2017

BY ORDER OF THE SUPERIOR COURT OF THE STATE
OF NEW JERSEY, CIVIL DIVISION, MERCER COUNTY