

BAKER SETTLEMENT AGREEMENT

This Settlement Agreement (the “Baker Settlement Agreement”) is made and entered into by and among Plaintiffs Jessica Baker and Herbert A. Berger (individually and collectively, the “Plaintiffs”) and by Plaintiffs’ Counsel and Legal Consultants, on the one hand, and Visa International Service Association (“Visa International”) (incorrectly named as Visa International Corporation) and Visa U.S.A. Inc. (“Visa USA”) (collectively and individually “Visa” or the “Defendants”), on the other hand. The above are collectively referred to as “the Parties” and individually as a “Party.” This Baker Settlement Agreement shall become effective on the Baker Effective Date.

I. Recitals.

WHEREAS, on December 13, 2004, Plaintiffs filed *Baker v. Visa International Corp., et al.*, No. GIC 839908 (San Diego Cty.) against Visa in the Superior Court of California, County of San Diego;

WHEREAS, on or about February 9, 2005, Plaintiffs filed their First Amended Class Action Complaint in the Baker Action;

WHEREAS, on or about January 20, 2006, Plaintiffs filed their Second Amended Class Action Complaint;

WHEREAS, on February 16, 2006, Defendants removed this action to United States District Court for the Southern District of California;

WHEREAS, subsequent to the filing of this action, Defendants adopted rules and regulations modifying the description of and/or the disclosure requirements relating to the exchange rates on Foreign Transactions to state that the rate is: “A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Central

Processing Date, which rate may vary from the rate Visa itself receives, or [t]he government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the Issuer [of the Visa-branded card used for the Foreign Transaction].” Visa U.S.A. Inc. Operating Regulations 3-9 (May 15, 2006);

WHEREAS, over the course of ten months, arms-length settlement negotiations have taken place between the Parties, including a dispute resolution mediation session before the Honorable Howard Wiener.

WHEREAS, each Defendant vigorously denies that it, its predecessors, or any Person affiliated with it has harmed or injured in any way Plaintiffs or any member of the general public, or has violated California Business and Professions Code §§ 1700 *et seq.* (also known as the Unfair Competition Law or the Unfair Trade Practices Act), California Civil Code §§ 1750 *et seq.* (also known as the Consumers Legal Remedies Act or CLRA), breached any duty owed to plaintiffs or any other holder of Visa-branded Cards, or any other law, including any statute, regulation, or principle of common law or equity;

WHEREAS, on August 17, 2001, the Judicial Panel on Multidistrict Litigation ordered the consolidation of a number of putative class actions then pending in various federal district courts as In re Currency Conversion Fee Antitrust Litigation, MDL No. 1409, which is pending in the Southern District of New York (the “MDL Action”);

WHEREAS, Visa is a defendant in the MDL Action;

WHEREAS, plaintiffs in the MDL Action allege conduct that includes the conduct alleged in the Baker Action;

WHEREAS, after substantial litigation and careful consideration, Plaintiffs and Plaintiffs' Counsel and Legal Consultants have decided, in order to avoid the uncertainties of continued litigation, and to help assure that benefits be made available to the members of the MDL Settlement Classes, to enter into this Baker Settlement Agreement and to support the entry and approval of the MDL Settlement Agreement and the settlement contemplated thereby (including, but not limited to, monetary consideration and Defendants' agreements with respect to future conduct relating to Foreign Transactions, as set forth therein);

WHEREAS, Defendants have concluded that, despite their good faith belief that they are not liable for any of the Claims in the Baker Action or any other action or proceeding, and have good defenses thereto, they will enter into the Baker Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation, and the distraction and diversion of their personnel and resources, and to obtain the conclusive and complete dismissal and/or release of the Baker Action, the MDL Action, other actions and all other released claims; and

WHEREAS, the Parties hereto agree that this Baker Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatever, by any of the Defendants, or of the truth of any of the Claims asserted in the Baker Complaint, any prior complaints in the Baker Action or elsewhere;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

II. Definitions.

For purposes of this Baker Settlement Agreement only, the words and terms used in the Baker Settlement Agreement that are expressly defined in this Section or elsewhere in the Baker Settlement Agreement shall have the meaning ascribed to them in those definitions.

(a) “Baker Action” means the following proceedings: Baker v. Visa Int’l Co., et al., No. GIC 839908 (San Diego Cty., Cal.), removed as 06-CV-0376 (SD CA), provided that if, subsequent to the Baker Effective Date, the Baker Action is remanded to state court or transferred to another federal court, such remanded or transferred case shall be the “Baker Action”.

(b) “Baker Effective Date” means the date on which all Parties sign the Baker Settlement Agreement.

(c) “Baker Final Implementation Date” means the occurrence of all of the following: the Baker Effective Date; MDL Final Settlement Approval; and payment by Visa of the amount required of it in Section VI hereof.

(d) “Baker Litigation” means the Baker Action, including, without limitation, any matter relating to attorneys’ fees, costs and/or expenses in connection with the Baker Action, and any matters asserted in any of the complaints, pleadings, filings, discovery, or other papers filed or served in the Baker Action.

(e) “Baker Trial Court” means the United States District Court for the Southern District of California, the Honorable Judge John A. Houston presiding, provided that if, subsequent to the Baker Effective Date, this action is: (i) remanded to state court, the Baker Trial Court shall be the assigned department of the San Diego County Superior Court; and (ii) transferred to another United States District Court, the Baker Trial Court shall be such transferee District Court.

(f) “Base Exchange Amount” means, with regard to a Foreign Transaction, the U.S. dollar amount that results from applying the transaction amount in foreign currency to any factor(s) (however selected, determined, or characterized, and without regard to whether, or the price at which, such currency was obtained from one or more third parties) used in calculating the transaction amount in U.S. dollars for that transaction.

(g) “Claims” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, treble, punitive, exemplary, statutory, or otherwise), whenever incurred, attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise. For avoidance of doubt, Claims includes any right or opportunity to claim, seek or obtain restitution, disgorgement, injunctive relief or any other benefit under California Business and Professions Code Section 17200 et seq. or otherwise.

(h) “Embed,” “Embedding” or “Embedded” means, in connection with a Foreign Transaction, to include without separate identification or itemization any Foreign Transaction Fee in the U.S. dollar transaction amount sent by Visa to issuing Members.

(i) “Foreign Transaction” means a purchase, cash advance or withdrawal or other transaction effected in any manner by use of a United States-issued Visa-branded Card which transaction (1) is originally denominated in a currency other than the United States dollar, or (2) is originally denominated in the United States dollar and is effected with a merchant or other Person outside the United States and an amount in addition to the transaction amount was applied by Visa because it is a transaction effected with a merchant or other Person outside the United States.

(j) “Foreign Transaction Fee” means, with regard to a Foreign Transaction, any amount (however characterized), over and above the amount of any Base Exchange Amount, applied by Visa because the transaction is a Foreign Transaction or because currency conversion (or “translation”) was performed.

(k) “MDL Action” means, for purposes of this Baker Settlement Agreement only, those actions consolidated pursuant to the MDL Court’s December 13, 2001 Order in MDL No. 1409 or by any subsequent orders, and not remanded to state court. For avoidance of doubt, MDL Action does not include the following cases: Ross, et al. v. American Express Co., et al., No. 04-CV-05723 (S.D.N.Y.) (WHP); and Ross, et al. v. Bank of America, N.A. (USA), et al., No. 05-CV-7116 (S.D.N.Y.) (WHP).

(l) “MDL Court” means the United States District Court for the Southern District of New York, the Honorable William H. Pauley III, presiding.

(m) “MDL Final Judgment and Order of Dismissal” means the entry by the MDL Court of an order and final judgment in all material respects in the form attached as Exhibit F to the MDL Settlement Agreement. For avoidance of doubt, and without limitation, each of the items listed in Section 8(a)(iii) through (xi) of the MDL Settlement Agreement shall be considered material by the Parties, and Section 8(a)(i) of the MDL Settlement Agreement shall be considered material by Defendants, provided, however, that the changes to MDL Notices set forth in Section IV hereof shall not be considered material changes to the MDL Settlement Agreement.

(n) “MDL Final Settlement Approval” shall have the meaning of Final Settlement Approval set forth in Section 9 of the MDL Settlement Agreement.

(o) “MDL Notices” means: (i) the “Notice of Pendency and Settlement of Class Action,” attached as Exhibit 1 to Exhibit G to the MDL Settlement Agreement; (ii) the “Agency/Company Notice,” attached as Exhibit 2 to Exhibit G to the MDL Settlement Agreement; and (iii) the “Publication Notice,” attached as Exhibit 3 to Exhibit G to the MDL Settlement Agreement.

(p) “MDL Preliminary Approval” and “MDL Preliminary Approval Order” means the entry by the MDL Court of an order preliminarily approving the settlement of the MDL Action in all material respects in the form attached as Exhibit E to the MDL Settlement Agreement. For avoidance of doubt, each of the items listed in Section 6(b) of the MDL Settlement Agreement shall be considered material, provided, however, that the changes to MDL Notices set forth in Section IV hereof shall not be considered material changes to the MDL Settlement Agreement.

(q) “MDL Settlement Agreement” means the Stipulation and Agreement of Settlement in the MDL Action (including its exhibits) with Signature Date of July 20, 2006.

(r) “Members” means each Person now, previously or hereafter licensed by Visa U.S.A. Inc. to issue payment cards carrying any of its respective brands and/or to contract with merchants to accept such cards.

(s) “Plaintiffs’ Counsel and Legal Consultants” means the following law firms: Krause Kalfayan Benink & Slavins, LLP; the Johnson Law Firm, a Professional Corporation; Casey, Gerry, Schenk, Francavilla, Blatt & Penfield, LLP; and Stanley H. Epstein.

(t) “Persons” includes, without limitation, natural persons, firms, banks, corporations, businesses, limited liability companies, partnerships, savings and loan institutions, credit unions, depository institutions, federal, state and other governments and their political subdivisions, agencies and instrumentalities, and all other entities.

(u) “Released Claims” means any and all Claims (i) which in whole or in part arise out of or relate to any Foreign Transaction(s), or the disclosure or pricing thereof, up to MDL Preliminary Approval, including, without limitation, any and all Claims that are based in whole or in part on any act, agreement, conduct or omission up to MDL Preliminary Approval that has or had, and/or allegedly has or had, the purpose or effect of fixing, inflating, Embedding, concealing, or inadequately disclosing the nature, pricing, or any other aspect of any Foreign Transaction (including, but not limited to, Foreign Transaction Fees, Base Exchange Amounts, and/or any component of either), or

(ii) which are, have been, or could have been asserted within the scope of the facts asserted in the Baker Litigation. Released Claims include, without limitation, all such Claims without regard to whether or not the Releasors know or suspect such Claims to exist in the Releasors' favor at the time of the Releases, and without regard to the subsequent discovery or existence of other, different or additional facts, which, if known by the Releasors, might have affected the Releasors' decision with respect to the Baker Settlement Agreement. For avoidance of doubt, Released Claims includes all Claims in the Baker Action, including, without limitation, all Claims for attorneys' fees, costs and/or expenses in connection with the Baker Action and/or any interest connected therewith.

(v) "Releasees" means: each of the Defendants; each of the Defendants' predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock, or other ownership interests of any of the Defendants) and assigns; the past, present and future, direct and indirect, parents (including, but not limited to, holding companies), subsidiaries, affiliates, Members, and associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; and the past, present and future principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock, or other ownership interests of any of the above), assigns, representatives, heirs, executors and administrators of any of the above.

(w) "Releasors" means Plaintiffs.

(x) “Visa-branded Card” means cards bearing the name Visa, Plus, Interlink or any other brand name in the Visa family of brands.

III. Resolution Of The Baker Action.

A. Stay Of The Baker Action.

Within 5 court days of the Baker Effective Date, the Parties shall submit a stipulation substantially in the form of the Stipulation Re Staying Action Pending Final Settlement Approval in *Mattingly v. Visa U.S.A. Inc., et al.*, Alameda County Superior Court Case No. RG05198142, Exhibit B to the MDL Settlement Agreement to the Baker Trial Court seeking a stay of further consideration of the Baker Action pending either MDL Final Settlement Approval or termination of the MDL Settlement Agreement.

The Parties acknowledge and agree that, notwithstanding the entry or non-entry of the stay requested hereby, the entry of the MDL Preliminary Approval Order will have the effect of staying the Baker Action.

B. Transfer Of The Baker Action.

Within 5 court days of MDL Preliminary Approval, the Parties shall jointly request the Judicial Panel on Multidistrict Litigation transfer the Baker Action to the MDL Trial Court.

C. Dismissal Of The Baker Action.

Within 5 court days of MDL Final Settlement Approval, Plaintiffs shall unconditionally dismiss their individual claims with prejudice as to all Defendants, and unconditionally dismiss with prejudice the claims of the putative class in the Baker Action.

The Parties acknowledge and agree that, notwithstanding the dismissal or non-dismissal of the Baker Action, the entry of the MDL Final Judgment and Order of Dismissal will have the effect of extinguishing the claims in the Baker Action.

D. Termination of the Baker Settlement Agreement.

If the Baker Settlement Agreement terminates prior to the Baker Final Implementation Date, as set forth in Section XI hereof, nothing herein shall affect the rights or the positions of the Baker Parties in the Baker Trial Court, which shall be as they would have been but for the entry of the stay. In such case, the Parties shall immediately and jointly move the Baker Trial Court to vacate the stay, and the Parties shall have all of the rights and privileges that they otherwise would have as set forth in Section XI.

E. Best Efforts.

The Parties agree to undertake their best efforts to effectuate the stay and dismissal of the Baker Action, and do nothing inconsistent therewith. By way of example, they shall, without limitation, file any motions and/or other papers in any applicable court(s) necessary or appropriate to obtain the stay and dismissal of the Baker Action contemplated hereunder.

IV. Proposed Changes To The Notice In The MDL Action And Support Of The MDL Settlement Agreement.

Except as otherwise provided in this Section IV, the Parties agree to undertake their best efforts to secure MDL Final Settlement Approval, not object to or otherwise

oppose in any Court the approval of the MDL Settlement, and Plaintiffs shall not “opt-out” of such settlement.

Notwithstanding the above, Plaintiffs shall have the right, separately or collectively, to object to the MDL Settlement Agreement in the MDL Court, but solely on the following grounds:

(a) That the MDL Settlement Notices do not contain the changes shown in Exhibits 1, 2, and 3 hereto. Defendants shall not oppose these changes or do anything inconsistent with this request.

(b) That the MDL Settlement Notices do not state the percentage relationship between the settlement amount and total Foreign Transaction Fees collected by the defendants in the MDL Action. Defendants shall not oppose this change, but plaintiffs shall not comment on the fact that Defendants do not oppose this change; Defendants may disagree with any revenue estimates plaintiffs may make if Defendants believe those to be incorrect.

V. Limitation On Set-Offs

As of the Baker Final Implementation Date, in the event that a Person opts out of the MDL Settlement pursuant to the terms of the MDL Settlement Agreement and brings an individual lawsuit or arbitration asserting any claim which would have been a Released Claim under the MDL Settlement Agreement but for the fact that the person asserting such claim had opted-out of the MDL Settlement Agreement, Defendants agree that they will not assert a right to set-off any monetary advantage such person may have obtained from any trading spread applied by Visa to any Foreign Transactions made with

a Visa-branded Card against any claim against Visa by such Person for Foreign Transaction Fees. For an avoidance of doubt, if the Baker Final Implementation Date occurs during the pendency of any adjudication discussed herein, Visa will not assert or cease to assert a right to set-off any monetary advantage such Person may have obtained from any trading spread applied by Visa to any Foreign Transactions made with a Visa-branded Card against any claim against Visa by such Person for Foreign Transaction Fees

VI. Attorneys' Fees and Costs.

A. If Baker Action Dismissed

Within 15 days of the dismissal of the Baker Action by the Baker Trial Court pursuant to Section III.C hereof, Defendants shall pay to Krause Kalfayan Benink & Slavins, LLP for the benefit all Releasors and their counsel and legal consultants the amount of \$1,000,000.00 plus interest from the Baker Effective Date as payment for attorneys' fees and costs in connection with the prosecution of this action by Plaintiffs' Counsel and Legal Consultants. Interest shall be calculated using the same interest rate applied to the funds in the Foreign Transaction Litigation Escrow Account as defined in Section 2 of Exhibit C to the MDL Settlement Agreement. Defendants shall have no responsibility for, and no liability with respect to, any allocation of the Attorney Fees to or among Plaintiffs' Counsel and Legal Consultants or otherwise. Unless the Baker Settlement Agreement terminates, Defendants shall have no other payment obligations with respect to the Baker Litigation, except as expressly provided herein.

B. If Baker Action Not Dismissed

If within 60 days of MDL Final Settlement Approval (subject to force majeure) the Baker Action has not been dismissed by the Baker Trial Court, Defendants shall within 5 business days pay to Krause Kalfayan Benink & Slavins, LLP for the benefit all Releasors and their counsel and legal consultants the amount of \$500,000.00 plus interest from the Baker Effective Date as payment for attorneys' fees and costs in connection with the prosecution of this action by Plaintiffs' Counsel and Legal Consultants. Interest shall be calculated using the same interest rate applied to the funds in the Foreign Transaction Litigation Escrow Account as defined in Section 2 of Exhibit C to the MDL Settlement Agreement. Defendants shall have no responsibility for, and no liability with respect to, any allocation of the Attorney Fees to or among Plaintiffs' Counsel and Legal Consultants or otherwise. Unless the Baker Settlement Agreement terminates, Defendants shall have no other payment obligations with respect to the Baker Litigation, including those obligations set forth in Section VI(A) above.

VII. Releases.

A. Upon the Baker Final Implementation Date, the Releasors unconditionally, fully and finally releases and forever discharge each of the Releasees from each of the Released Claims.

B. Upon the Baker Final Implementation Date, each of the Releasors unconditionally, fully and finally releases and forever discharges Defendants, their counsel and experts from any Claims relating to the defense of the Baker Litigation.

C. Upon the Baker Final Implementation Date, each of Plaintiffs' Counsel and Legal Consultants unconditionally, fully and finally releases and forever discharges each

of the Releasees, from any Claims for attorneys' fees, costs and expenses incurred in connection with the Baker Action and/or any interest connected therewith.

D. Upon the Baker Final Implementation Date, each of the Defendants unconditionally, fully and finally releases and forever discharges Plaintiffs and Plaintiffs' Counsel and Legal Consultants from any Claims relating to the institution or prosecution of the Baker Litigation up to the Baker Final Implementation Date, except as to any Claims for any violation of any confidentiality agreement in the Baker Action or any other proceeding, provided, however, that: (1) Plaintiffs may disclose to the MDL Court their estimate of the amount of damages attributable to the applied spread claim notwithstanding that such estimate is based on information provided to Plaintiffs under an agreement of confidentiality; Defendants may disagree with this estimate if they believe the amount of the estimate to be incorrect; (2) Plaintiffs shall have no liability for disclosures of confidential information to Bonny Sweeney or Bruce Lehman prior to September 11, 2006; and (3) counsel for Visa may, in their sole discretion, give permission orally or in writing to Plaintiffs' Counsel and Legal Consultants or their authorized representatives to disclose to the MDL Court *in camera* otherwise confidential information relevant to the changes to the MDL Notices discussed in Section IV(a) hereof.

E. For avoidance of doubt, nothing in this Section VII releases or discharges the right of Plaintiff's Counsel and Legal Consultants to receive payments under Section VI hereof, or any claims by any Party for breach of this Baker Settlement Agreement.

VIII. Waiver Of Rights.

Upon the Baker Final Implementation Date, each of the Parties hereby expressly waives and relinquishes, with respect to the Claims the Party is releasing under Section VII hereof, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.

and any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule or regulation or the common law or equity.

IX. Covenant Not To Sue Or Continue Suit.

A. Upon the Baker Final Implementation Date, the Releasors hereby covenant and agree that they shall not take any step whatsoever to commence, institute, continue, pursue, maintain, prosecute or enforce any Released Claim(s), on behalf of Releasors and any other Person (including, without limitation, any claims brought on behalf of a putative class, the general public or any member of the general public), against any of the Releasees.

B. Upon the Baker Final Implementation Date, each of Plaintiffs' Counsel and Legal Consultants covenants and agrees that he/she/it shall not take any step whatsoever to commence, institute, continue, pursue, maintain, prosecute or enforce any Claims he/she/it has released or discharged under Section VII hereof.

C. Upon MDL Final Settlement Approval, each Party hereby warrants and represents that he/she/it has not assigned, sold or otherwise transferred any Claim that

he/she/it previously had that otherwise would fall within the scope of Sections VII, VIII, and IX hereof.

X. Preservation Of Discovery Materials.

The Parties shall preserve all discovery materials, including any informal discovery materials, initial disclosure materials, and any materials provided as part of any settlement discussions or negotiations, in the Baker Action until the Baker Final Implementation Date. Within sixty (60) days after the Baker Final Implementation Date, Plaintiffs' Counsel and Legal Consultants shall take all steps appropriate to return, or certify the destruction of, the discovery materials produced in the Baker Action by such Defendant, and Defendants shall take steps appropriate to return, or certify the destruction of, the discovery materials produced in the Baker Action to such Defendant.

XI. Termination Of The Baker Settlement Agreement.

The Baker Settlement Agreement shall terminate and become null and void and shall be without prejudice to the status quo ante rights, positions and privileges of the Parties, upon the occurrence of the following:

If for any reason the MDL Settlement Agreement terminates prior to MDL Final Settlement Approval.

It is the Parties' intent that such termination shall be without prejudice to the status quo ante rights, positions and privileges of the Parties as of the Baker Effective Date. For avoidance of doubt, it is the Parties intent that with respect to the claims asserted in the Baker Action, Defendants shall not assert defenses of laches or statutes of limitation for

the period between the Baker Effective Date and termination of the Baker Settlement Agreement.

If, following MDL Preliminary Approval, the MDL Court rejects the MDL Settlement Agreement for reasons relating in whole or in part to the amount of consideration to be paid to the MDL Settlement Classes (as defined therein), Defendants agree that they will not enter into any settlement which releases any of the claims asserted in the Baker Action without the participation (e.g., in meetings and phone calls) of James Krause and Daniel Osborn, counsel for the putative Baker class.

XII. This Settlement Is Not An Admission.

The Parties hereto agree that, whether or not this Baker Settlement Agreement terminates, this Baker Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents and discussions associated with it, shall be without prejudice to the rights, positions or privileges of any Party (except as expressly provided for in this Baker Settlement Agreement, including, without limitation, its exhibits), and shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing, by any of the Defendants, or of the truth of any of the claims asserted in the Baker Litigation or elsewhere, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Baker Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of this Baker Settlement Agreement or the MDL Settlement Agreement.

XIII. Binding Effect.

The Baker Settlement Agreement shall be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. The Releasees other than Defendants are third party beneficiaries authorized to enforce the Releases, the Covenant Not to Sue, and the Waiver of Rights, as applicable to them.

XIV. Integrated Agreement.

The Baker Settlement Agreement (with its exhibits and expressly referenced documents) contains an entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties and is not subject to any term or condition not provided for herein. The Baker Settlement Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into the Baker Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by an officer of, or counsel for, the Party to be charged with that waiver. No waiver of any term or condition in this Baker Settlement Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Baker Settlement Agreement.

XV. Headings.

The headings used in the Baker Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of the Baker Settlement Agreement.

XVI. No Party Is The Drafter.

No Party hereto shall be considered the drafter of the Baker Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that might cause any provision to be construed against the drafter.

XVII. Choice Of Law.

The Baker Settlement Agreement is made in the State of California, and all terms of the Baker Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

XVIII. Authorization To Enter Settlement Agreement.

Each of the Parties agrees that, in return for his/her/its agreements herein, he/she/it is receiving good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Each of the Plaintiffs acknowledges that he/she is represented by Plaintiffs' Counsel, and has had the time and opportunity to read this Baker Settlement Agreement and review it with Plaintiffs' Counsel prior to entering into it, and enters into it knowingly and voluntarily, and that he/she is fully authorized to enter into, and to sign, this Baker Settlement Agreement. The signatory for each of the Plaintiffs' Counsel and Legal Consultants represents that he/she is fully authorized to enter into, and to sign, this Baker Settlement Agreement on behalf of such Plaintiffs' Counsel and Legal Consultants. The authorized representative for each Defendant acknowledges that it is represented by counsel, and has had the time and opportunity to read this Baker Settlement Agreement and review it with counsel prior to entering into it, and enters into it knowingly and

voluntarily. The signatory for each Defendant represents that he/she is fully authorized to enter into, and to sign, this Baker Settlement Agreement on behalf of such Defendant.

XIX. Signature.

The Parties may sign the Baker Settlement Agreement in counterparts, and the signature of counterparts shall have the same effect as if the same instrument had been signed. Facsimile signatures shall be considered as valid signatures as of the Baker Signature Date, although the original signature pages shall thereafter be appended to the Baker Settlement Agreement. The Baker Settlement Agreement shall not be deemed signed until it has been signed by Plaintiff, all of Plaintiffs' Counsel and Legal Consultants, and by an authorized representative of each of the Defendants.

XX. Provision Of Notice.

All notices under this Settlement Agreement shall be in writing. Except as otherwise specifically provided herein, each such notice shall be given by (i) hand delivery, (ii) facsimile, or (iii) Federal Express or similar overnight courier, addressed as follows (or such future address provided in writing to all Parties):

Notices to Plaintiffs are to be sent to:

James Krause, Esq.
KRAUSE KALFAYAN BENINK & SLAVINS, LLP
1010 Second Avenue, Suite 1750
San Diego, CA 92101

and

Stanley H. Epstein, Esq.
515 Ocean Ave., #601S
Santa Monica, CA 90402.

Notices to Defendant Visa International are to be sent to:

Jackie Redin Klein, Esq.
Nina Huerta, Esq.
LORD, BISSELL & BROOK LLP
300 South Grand Avenue, Eighth Floor
Los Angeles, CA 90071-3119
Tel: 213-485-1500
Fax: 213-485-1200

and

Randall A. Hack, Esq.
Edward C. Fitzpatrick, Esq.
LORD, BISSELL & BROOK LLP
111 South Wacker Drive
Chicago, IL 60606
Tel: 312-443-0700
Fax: 312-443-0335

Notices to Defendant Visa U.S.A. are to be sent to:

M. Laurence Popofsky, Esq.
Brian P. Brosnahan, Esq.
Sheldon H. Jaffe, Esq.
HELLER EHRMAN LLP
333 Bush Street
San Francisco, CA 94104-2878
Tel: 415-772-6000
Fax: 415-772-6268

and

Robert J. Vizas, Esq.
ARNOLD & PORTER LLP
90 New Montgomery Street
Suite 600
San Francisco, CA 94105
Tel: 415-356-3001
Fax: 415-356-3099

IN WITNESS WHEREOF, each of the signatories has read and understood this
Baker Settlement Agreement, has executed it, and represents that he/she is authorized to

execute this Baker Settlement Agreement on behalf of the Party(ies) he/she represents,
who or which has/have agreed to be bound by its terms.

DATED: _____

JESSICA BAKER

DATED: _____

HERBERT A. BERGER

DATED: _____

KRAUSE KALFAYAN BENINK &
SLAVINS, LLP

DATED: _____

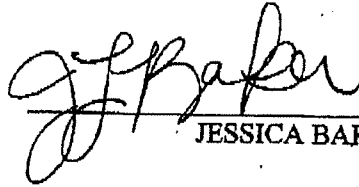
THE JOHNSON LAW FIRM, A PROFESSIONAL
CORPORATION

DATED: _____

CASEY, GERRY, SCHENK, FRANCAVILLA,
BLATT & PENFIELD, LLP

execute this Baker Settlement Agreement on behalf of the Party(ies) he/she represents,
who or which has/have agreed to be bound by its terms.

DATED: 9/14/06



JESSICA BAKER

DATED: _____

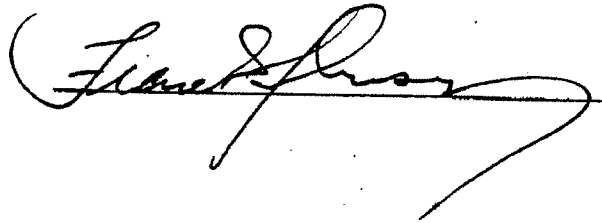
HERBERT A. BERGER

DATED: _____

KRAUSE KALFAYAN BENINK &
SLAVINS, LLP

DATED: 9/14/06

THE JOHNSON LAW FIRM, A PROFESSIONAL
CORPORATION



DATED: _____

CASEY, GERRY, SCHENK, FRANCAVILLA,
BLATT & PENFIELD, LLP

execute this Baker Settlement Agreement on behalf of the Party(ies) he/she represents,
who or which has/have agreed to be bound by its terms.

DATED: _____

JESSICA BAKER

DATED: 9-13-2006



HERBERT A. BERGER

DATED: _____

KRAUSE KALFAYAN BENINK &
SLAVINS, LLP

DATED: _____

THE JOHNSON LAW FIRM, A PROFESSIONAL
CORPORATION

DATED: _____

CASEY, GERRY, SCHENK, FRANCAVILLA,
BLATT & PENFIELD, LLP

execute this Baker Settlement Agreement on behalf of the Party(ies) he/she represents,
who or which has/have agreed to be bound by its terms.

DATED: _____

JESSICA BAKER

DATED: _____

HERBERT A. BERGER

DATED: Sept. 13, '06

KRAUSE KALFAYAN BENINK &
SLAVINS, LLP

James C. Krause

DATED: _____

THE JOHNSON LAW FIRM, A PROFESSIONAL
CORPORATION

DATED: _____

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BLATT & PENFIELD, LLP

Thomas J. Penfield

DATED: 9/13/06

STANLEY H. EPSTEIN



DATED: _____

VISA INTERNATIONAL SERVICE
ASSOCIATION

DATED: _____

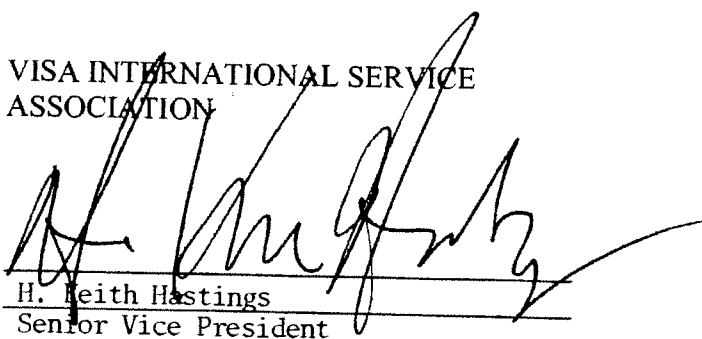
VISA U.S.A. INC.

DATED: _____

STANLEY H. EPSTEIN

DATED: SEP 12, 2006

VISA INTERNATIONAL SERVICE
ASSOCIATION



H. Keith Hastings
Senior Vice President

DATED: _____

VISA U.S.A. INC.

DATED: _____

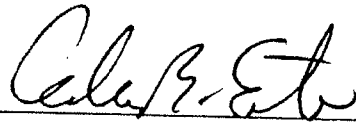
STANLEY H. EPSTEIN

DATED: _____

VISA INTERNATIONAL SERVICE
ASSOCIATION

DATED: 9-12-06

VISA U.S.A. INC.



SVP / Dir. of Litigation