

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

SHANNON MATTINGLY and TIMUR ) Case No.: RG05198142  
NUSRATTY, On Behalf of Themselves and )  
All Others Similarly Situated, ) UNLIMITED JURISDICTION  
Plaintiffs, )  
v. ) **DECLARATION OF D. SCOTT**  
 ) **MACRAE IN SUPPORT OF**  
 ) **STIPULATION RE DISMISSAL**  
VISA U.S.A., INC., VISA )  
INTERNATIONAL SERVICE )  
ASSOCIATION, MASTERCARD ) Judge: Hon. Cecilia Castellanos  
INTERNATIONAL INCORPORATED and ) Dept.: 18  
DOES 1-100, )  
Defendants. Trial Date: None Set

---

||

1 I, D. Scott Macrae declare as follows:

2 1. I am an attorney at the law firm of Steyer Lowenthal Boodrookas Alvarez &  
3 Smith LLP, counsel for plaintiffs Shannon Mattingly and Timur Nusratty (the “Plaintiffs”).  
4 I have personal knowledge of the facts set forth in this declaration and, if called as a  
5 witness, could and would testify competently thereto.

6 2. On February 14, 2005, plaintiffs filed the complaint (the “Complaint”) in this  
7 action against Visa International Service Association (“Visa International”), Visa U.S.A.  
8 Incorporated (“Visa U.S.A.”) (collectively “Visa”) and MasterCard International  
9 Incorporated (“MasterCard”).

10 3. Plaintiffs seek to represent the following classes:

11 U.S. credit cardholders who used a Visa-branded credit card to  
12 purchase goods and services denominated in a foreign currency after  
13 October 23, 2002, and California credit cardholders who used a  
14 MasterCard-branded credit card to purchase goods and services  
15 denominated in a foreign currency after October 23, 2002. Excluded  
16 from the Classes are the Court, its immediate family members and its  
17 staff, defendants Visa and MasterCard and their officers, affiliates,  
18 directors, employees and the immediate family members of their  
19 officers, directors and employees.

20 4. Plaintiffs have moved to amend their Complaint, but that motion has not yet  
21 been heard or ruled upon by the Court.

22 5. On July 20, 2006, the parties in In re Currency Conversion Fee Antitrust  
23 Litigation, MDL No. 1409 (S.D.N.Y.) (the “MDL Action”) executed a Stipulation and  
24 Agreement of Settlement (including its exhibits, the “MDL Settlement Agreement”), an  
25 executed copy of which is attached as Exhibit 1 to the concurrently filed Stipulation re  
26 Dismissal, under which plaintiffs agree to move for, *inter alia*, certification of nationwide  
27 MDL Settlement Classes.<sup>1</sup>

28 <sup>1</sup> Capitalized terms not otherwise defined herein have the meaning assigned in the MDL Settlement Agreement.

