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16 VISA U.S.A. INC.  
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18 SUPERIOR COURT OF CALIFORNIA  
19 COUNTY OF ALAMEDA

20 SHANNON MATTINGLY and TIMUR ) Case No.: RG05198142  
21 NUSRATTY, On Behalf of Themselves and )  
22 All Others Similarly Situated, ) UNLIMITED JURISDICTION  
23 Plaintiffs, )  
24 ) **STIPULATION RE DISMISSAL**  
25 v. )  
26 )  
27 VISA U.S.A., INC., VISA ) Judge: Hon. Cecilia Castellanos  
28 INTERNATIONAL SERVICE ) Dept.: 18  
ASSOCIATION, MASTERCARD )  
INTERNATIONAL INCORPORATED and ) Trial Date: None Set  
DOES 1-100, )  
Defendants.

1 Plaintiffs Shannon Mattingly and Timur Nusratty (“Plaintiffs”) and defendants Visa  
2 U.S.A. Inc., Visa International Service Association (collectively “Visa”) and MasterCard  
3 International Incorporated (“MasterCard”) (collectively “Defendants”), collectively the  
4 “Parties”, by and through their undersigned counsel, do herewith submit this Stipulation re  
5 Staying Action Pending Final Settlement Approval (the “Stay Stipulation”).

6 WHEREAS, on February 14, 2005, plaintiffs filed the complaint in this action  
7 against Visa and MasterCard (the “Complaint”);<sup>1</sup>

8 WHEREAS, the Complaint alleges claims under California Business and Professions  
9 Code §§ 17200 *et seq.*, based on assertions that Defendants charged a 1% fee with respect to  
10 transactions denominated in a foreign currency effected by using a Visa- or MasterCard-  
11 branded credit card, and that the alleged fee was not adequately disclosed;

12 WHEREAS, plaintiffs purport to represent the following putative class:

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

22 WHEREAS, plaintiffs have moved to amend the Complaint, but that motion has not  
23 yet been heard or ruled upon by the Court;

24 WHEREAS, In re Currency Conversion Fee Antitrust Litigation, MDL No. 1409  
25 (S.D.N.Y.) (the “MDL Action”) is a federal multidistrict litigation including claims against  
26 Defendants and others concerning, inter alia, the same alleged foreign transaction fee as is  
27 at issue here;

28 <sup>1</sup> Other defined terms are set forth in Exhibit 1 hereto and elsewhere in this stipulation.

1 WHEREAS, on July 20, 2006, the parties in the MDL Action executed a Stipulation  
2 and Agreement of Settlement (including its exhibits, the "MDL Settlement Agreement"), an  
3 executed copy of which is attached hereto as Exhibit 1, under which plaintiffs agree to  
4 move for, *inter alia*, certification of nationwide MDL Settlement Classes;

5 WHEREAS, the plaintiffs in this action are members of the proposed MDL  
6 Settlement Classes, and are named plaintiffs in the proposed Third Amended Complaint in  
7 the MDL Action, which plaintiffs have agreed to seek leave to file pursuant to the MDL  
8 Settlement Agreement;

9 WHEREAS, upon entry of the Preliminary Approval Order by the MDL Court,  
10 plaintiffs will be ordered stayed and enjoined by the MDL Court from pursuing their claims  
11 in this action pending Final Settlement Approval, and, upon Final Settlement Approval,  
12 their claims will be ordered finally and fully dismissed, compromised, settled and released;

13 WHEREAS, within five court days of Final Settlement Approval plaintiffs will  
14 dismiss this case with prejudice in accordance with California Rule of Court 1860 (or such  
15 other applicable, rules, statutes, and law as may then exist), and use their best efforts to  
16 effectuate that dismissal.

17 NOW, THEREFORE, THE PARTIES STIPULATE AS FOLLOWS:

18 This putative class action is dismissed in its entirety with prejudice as to all  
19 Defendants, each party to bear its own costs.

20 IT IS SO STIPULATED:

21 July 20, 2006

22 HELLER EHRMAN LLP  
23 M. LAURENCE POPOFSKY  
24 BRIAN P. BROSNAN  
25 SHELDON H. JAFFE

26 By 

27 SHELDON H. JAFFE

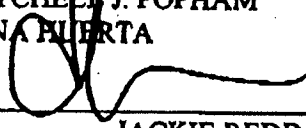
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July 19, 2006

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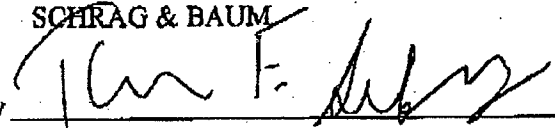
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June 20, 2006

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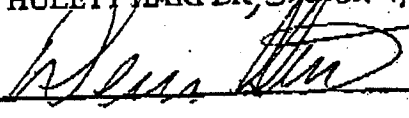
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1 **Exhibit A to The Dismissal Stipulation**

2 **Definitions**

3  
4 The following capitalized words and terms shall have the meanings specified below  
5 for purposes of this Stipulation re Dismissal only.

6 1. The “MDL Action” means those actions consolidated pursuant to the Court’s December 13,  
7 2001 Order in MDL No. 1409 or by any subsequent orders, and not remanded to state court. For  
8 avoidance of doubt, the MDL Action does not include the following cases: Ross et al. v. American  
9 Express Co. et al., No. 04-CV-05723 (S.D.N.Y.) (WHP); and Ross et al. v. Bank of America, N.A.  
10 (USA) et al., No. 05-CV-7116 (S.D.N.Y.) (WHP).

11  
12 2. “MDL Court” means the United States District Court for the Southern District of New York,  
13 the Honorable William H. Pauley III, presiding.

14 3. “Final Judgment and Order of Dismissal” means the entry by the MDL Court of an order  
15 and final judgment in all material respects in the form attached as Exhibit F to the MDL Settlement  
16 Agreement. For avoidance of doubt, and without limitation, each of the items listed in Section  
17 8(a)(iii) through (xi) shall be considered material to all Parties, and Section 8(a)(i) shall be  
18 considered material to Defendants in the MDL Action.

19  
20 4. “Final Settlement Approval” means the occurrence of all of the following events without  
21 prior termination of the MDL Settlement Agreement;

- 22 a) entry of the Final Judgment and Order of Dismissal in all material  
23 respects in the form of Exhibit F to the MDL Settlement Agreement; and  
24 b) expiration of the time for further judicial review, or the time to seek  
25 permission for further judicial review, of the MDL Court’s approval of the  
26 MDL Settlement Agreement and the settlement contemplated hereby, and the  
27 MDL Court’s entry of the Final Judgment and Order of Dismissal, without

1 the filing of a request for further judicial review or an effort to seek  
2 permission for further judicial review, or, if such further judicial review or  
3 effort to seek permission for such further judicial review is sought, (i) such  
4 further judicial review or effort to seek permission for such further judicial  
5 review has been dismissed and the time to seek any further judicial review  
6 has expired, or (ii) approval of the MDL Settlement Agreement and the  
7 settlement contemplated thereby, and the Final Judgment and Order of  
8 Dismissal, have been affirmed in their entirety by the court of last resort from  
9 which further judicial review has been sought and such affirmance has  
10 become no longer subject to the possibility of further judicial review. For  
11 avoidance of doubt, Final Settlement Approval may occur notwithstanding  
12 the actual or potential filing of any request for further judicial review that  
13 concerns: (a) only an award of attorneys' fees and expenses by the MDL  
14 Court; (b) the issue of the allocation of the Net Settlement Fund in the MDL  
15 Settlement Agreement among Authorized Claimants thereunder; and (c) any  
16 request by Settlement Classes Counsel for an award by the MDL Court to the  
17 Representative Plaintiffs.  
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21 5. "Preliminary Approval" and "Preliminary Approval Order" means the entry by the MDL  
22 Court of an order preliminarily approving the MDL Settlement Agreement in all material respects  
23 in the form attached as Exhibit E to the MDL Settlement Agreement. For avoidance of doubt, each  
24 of the items listed therein in Section 6(b) of the MDL Settlement Agreement shall be considered  
25 material.  
26  
27