

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDINGS)	J.C.C.P. No. 4335
SPECIAL TITLE (Rule 1550(b)))	
)	NOTICE OF CLASS
CREDIT/DEBIT CARD TYING CASES)	SETTLEMENT AGREEMENT
<hr/>		
This document relates to:)	
)	
All Actions)	

**TO ALL CALIFORNIA RESIDENTS AND PURCHASERS OF
RETAIL PRODUCTS OR SERVICES IN CALIFORNIA SINCE 1980**

**THIS IS A COURT-ORDERED LEGAL NOTICE OF YOUR SETTLEMENT
AND EXCLUSION RIGHTS IN A LAWSUIT**

PLEASE READ IT CAREFULLY -- IT MAY AFFECT YOUR RIGHTS

A California Court authorized this Notice. This is not a solicitation from a lawyer.

If you have purchased while a California resident or while within the State of California for your own use, at any time since January 1, 1980, any retail products or services from businesses that accepted and/or issued Visa-branded or MasterCard-branded credit and/or debit cards, you may be affected by a lawsuit pending in California state court. The Court preliminarily approved the settlement of that lawsuit and will hold a Final Approval Hearing on July 16, 2010. This notice is to inform you of the nature of the claims in that lawsuit, the settlement of that lawsuit, and your right to participate in the settlement or exclude yourself from the settlement. If you wish to exclude yourself, you must do so by no later than May 20, 2010, as provided below. If you do not exclude yourself, you will be bound by the settlement if it is finally approved by the Court.

WHAT IS THIS LAWSUIT ABOUT?

This lawsuit consists of thirteen separate lawsuits that were consolidated into one proceeding, J.C.C.P. No. 4335, pending before Judge Richard A. Kramer in the Superior Court of California for the City and County of San Francisco (the "Action"). The Plaintiffs in the Action are Richard S.E. Johns, Henry Siu, Amy Miller, Ana C. Losada, Karen Brock, and Foad Ahmadi. They have sued the Defendants, Visa U.S.A. Inc. and Visa International Service Association ("Visa"), and MasterCard International Incorporated ("MasterCard") (collectively, the "Defendants"). The Plaintiffs' current allegations are set forth in a Consolidated Amended Complaint, filed on July 9, 2004.

Plaintiffs assert in that Complaint that the Defendants, Visa and MasterCard, individually and in conspiracy with their member financial institutions, violated California's Cartwright Act and Unfair Competition Law. Visa and MasterCard each allegedly engaged in unlawful and unfair "tying" by forcing merchants who accepted its brand of credit card for payment also to accept its brand of debit cards for payment. Visa and MasterCard also allegedly adopted exclusionary rules, price-fixed fees, and engaged in other anti-competitive, fraudulent, and deceptive practices that affected merchants and financial institutions subject to Visa or MasterCard rules, by-laws, regulations, policies, practices, fees, or charges. Plaintiffs claim that those activities resulted in purchasers paying artificially inflated prices for retail products and services from stores, offices, restaurants, gasoline stations, supermarkets, banks, financial institutions, and other businesses that accepted and/or issued Visa- or MasterCard-branded payment cards.

Visa and MasterCard deny Plaintiffs' allegations and deny that they in any way violated California law or any other law, in Answers that they filed in the Action on November 14, 2004. They assert many defenses to Plaintiffs' claims and maintain that their actions were at all times lawful, justified, and the result of independent business competition. Visa and MasterCard also maintain that their actions have benefited competition, merchants, banks, and consumers. They say that their conduct did not increase the prices that consumers paid for retail products or services, or otherwise harm consumers, but instead benefited those consumers. Visa and MasterCard point out that courts have dismissed consumer lawsuits making similar claims in more than a dozen other states on the ground that the consumers have no legitimate claim against Visa or MasterCard.

The Court dismissed Plaintiffs' antitrust cause of action under California's Cartwright Act in an Order filed October 14, 2004. But the Court declined to dismiss Plaintiffs' causes of action under California's Unfair Competition Law in that same Order, and in another Order filed on March 27, 2007, pending further development of the facts underlying the Action.

The Court accordingly has not ruled on whether Plaintiffs or Defendants Visa and MasterCard are right. Instead, on September 14, 2009, Plaintiffs entered into a Settlement Agreement with Defendants to settle the lawsuit, which was amended on November 20, December 2, December 21, and December 30, 2009 (which together are referred to as the "Settlement

Agreement”). Pursuant to that Settlement Agreement, Defendants agreed to provide money to be spent for the benefit of a Settlement Class of California consumers who purchased retail products or services. The Court preliminarily approved the terms of the Settlement Agreement as within the range of possible final approval, and warranting the provisional certification of the Settlement Class defined below, in its Preliminary Approval Order in the Action filed on January 5, 2010.

This notice accordingly should not be understood as an expression of the Court’s opinion concerning the merits of this lawsuit. It is intended merely to advise you of the pendency of this lawsuit, the settlement, and your rights.

AM I AFFECTED BY THIS LAWSUIT?

You are affected by this lawsuit if you have purchased while a California resident or while within the State of California for your own use, at any time since January 1, 1980, any retail products or services from businesses (including but not limited to stores, offices, restaurants, gasoline stations, supermarkets, and banks) that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards, and were therefore subject to rules, by-laws, regulations, policies, practices, fees, or charges of Visa or MasterCard. If so, you are a member of the Settlement Class that the Court certified in the Action solely for the purposes of the Settlement Agreement. Specifically, the Settlement Class is defined to consist of the following:

“All purchasers who at the time of purchase (a) were residents of the State of California and made their purchase within the United States, or (b) were residents of other States and made their purchase within the State of California, and (c) who purchased for their own use and not for resale, at any time during the period from January 1, 1980 to the date of final approval of the settlement agreement in this action, any retail products or services from businesses (including without limitation stores, offices, restaurants, gasoline stations, supermarkets, and banks) that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards, and were therefore subject to rules, by-laws, regulations, policies, practices, fees, or charges of Visa U.S.A. Inc., Visa International Service Association, Visa Inc., or MasterCard International Incorporated. Excluded from the class are defendants, any co-conspirators of defendants, defendants’ predecessors, successors, parents, subsidiaries, affiliates, officers and directors, federal and state governmental entities and agencies, cities, counties, and other municipalities, and any judge, justice or judicial officer presiding over this matter and members of their immediate family.”

If you meet this description, you are a member of the Settlement Class in the Action. The Court has appointed the Plaintiffs as class representatives to represent your interests in the Action and has appointed the law firm of Zelle Hofmann Voelbel & Mason LLP to serve as Class Counsel for you and the other members of the Settlement Class. That law firm’s fees and expenses will be paid from the Settlement Fund described below and you will not personally be charged for the firm’s work in the Action. The Plaintiffs and that law firm will represent your interests and you will be bound by the Court’s orders and judgments in the Action.

If you do not wish to participate in the Action as a member of the Settlement Class, you may exclude yourself from the Action and the Settlement Agreement by following the exclusion procedures described below. If you do wish to participate in the Action as a member of the Settlement Class, but want to have your own lawyer represent you, you may hire a lawyer to appear in the Action at your own personal expense.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Under the terms of the Settlement Agreement, after the Court’s final approval of the Settlement Agreement and the conclusion of any appeals, and provided that no ground has arisen for termination of the Settlement Agreement, Visa will complete settlement payments totaling \$25,000,000 and MasterCard will complete settlement payments totaling \$6,000,000. The payments will end up in a new and separate interest-bearing account (the “Settlement Fund”) that Class Counsel will establish and maintain solely for the purpose of holding and distributing the payments pursuant to the Settlement Agreement. As a consequence, certain claims that you may have against Visa or MasterCard will be resolved and released, and may not be pursued in any other lawsuit. The Court will retain the ability to resolve any disputes that arise under the settlements.

Payments for the Benefit of the Settlement Class. It would be difficult to identify the tens of millions of purchasers who, while a California resident or while within the State of California, made purchases of any retail products or services from businesses that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards since January 1, 1980, and to determine the small amount any such purchaser allegedly may have been overcharged on such purchases, and it would be impracticable and expensive to process individual claims for such amounts. The Settlement Agreement accordingly provides for the Settlement Fund to be used to develop and create a financial literacy toolkit to be made available to members of the Settlement Class, and for non-profit organizations to use to promote the toolkit and financial literacy and other initiatives that will benefit members of the Settlement Class. Specifically, and as explained in more detail in the Settlement Agreement and its Appendix H, the Settlement Fund will be used as follows:

- Fifty percent of the amounts to be distributed as *cy pres* awards pursuant to the Settlement Agreement will be used for the development and distribution of a comprehensive financial literacy toolkit that will provide financial education materials on topics applicable to all life stages and a wide variety of demographic groups, and which will be advertised and made available to members of the Settlement Class and other California residents through a website, toll-free

telephone number, and other means. The budget, content, and distribution plan for the toolkit will be developed by Class Counsel, with the participation of Visa and MasterCard, with input from an Advisory Board that will consist of one or more representatives from each of the following non-profit organizations: the American Association of Retired Persons, the California Council on Economic Education, the California Jump\$tart Coalition, Consumer Action, the National Foundation for Credit Counseling, and the University of California Cooperative Extension. The Advisory Board will operate under the direction of Class Counsel and representatives of Visa and MasterCard may also participate in the activities of the Advisory Board. Class Counsel is authorized to retain Seven Design or such other organizations on which the Parties may agree to assist in the development, production, and distribution of the toolkit, including making the toolkit available in multiple formats (e.g., on a website, DVDs, podcasts, and in hard copies) and in multiple languages (including English, Spanish, Mandarin, and Korean), and by advertising the availability of the toolkit to members of the Settlement Class and other California residents. The Advisory Board, under the direction of Class Counsel with participation by Visa and MasterCard, will be responsible, among other things, for providing input on the existing resources on financial literacy, the work that is necessary to develop the financial literacy toolkit contemplated above and along the general lines of the proposal in Appendix H to the Settlement Agreement, the financial education materials generated for the financial literacy toolkit, and how the toolkit should be distributed and made available to members of the Settlement Class and each of the Advisory Board organization's respective members and constituencies. The detailed budget, proposed and final content, and distribution plan for the toolkit that Class Counsel develops, after consultation with and with the agreement of Visa and MasterCard, must be approved by the Court.

- As part of the *cy pres* awards described in the preceding paragraph, each of the non-profit organizations represented on the Advisory Board will receive payments for providing input on the financial literacy toolkit and its promotion and distribution to the organization's respective members and constituencies. Class Counsel shall, after consultation with and with the agreement of Visa and MasterCard, make a detailed recommendation as to the specific amounts to be paid to each of these non-profit organizations for each of the above purposes, which must be approved by the Court.
- Thirty percent of the amounts to be distributed as *cy pres* awards pursuant to the Settlement Agreement will be paid over roughly three years to each non-profit organization represented on the Advisory Board, as well as to the Future Business Leaders of America-Phi Beta Lambda and the California Association FHA-HERO, in the approximate amounts described in Appendix H to the Settlement Agreement for additional financial literacy initiatives for the benefit of members of the Settlement Class and other California residents, described in their respective proposals in Appendix H. Class Counsel shall, after consultation with and with the agreement of Visa and MasterCard, make a detailed recommendation as to the specific budgets for amounts to be paid to each of these non-profit organizations for each specific financial literacy initiative, which must be approved by the Court.
- Twenty percent of the amounts to be distributed as *cy pres* awards pursuant to the Settlement Agreement will be paid to California law schools, legal aid providers, and other non-profit organizations, such as those listed in Appendix H to the Settlement Agreement, to be used by them for purposes consistent with the promotion of financial education and advice for members of the Settlement Class and other California residents, or for other purposes consistent with promoting child advocacy programs or legal services for the indigent. Class Counsel shall, after consultation with and with the agreement of Visa and MasterCard, make a detailed recommendation as to the specific budgets for amounts to be paid to each of these organizations for each project consistent with the above purposes, which must be approved by the Court.

Payments for Attorneys' Fees, Litigation Costs, and Other Expenses. Up to \$590,000 from the Settlement Fund is being paid to the Notice Administrator for its reasonable costs of providing this and other notice of the Action and the Settlement Agreement to the Settlement Class, and for handling the exclusion procedures described below. In addition, up to \$9.3 million, plus any accrued interest on that amount at the time of payment, may be paid to Class Counsel for attorneys' fees and litigation costs, and an additional service fee award of up to \$1,000 may be paid to each of the named Plaintiffs for their services in representing the members of the Settlement Class in the Action. In the event that *Attridge v. Visa U.S.A., Inc.*, No. CGC 04-436920 (Superior Court of California, City and County of San Francisco) is fully and finally dismissed because of the release described below, and counsel for plaintiff in the *Attridge* case makes any application for attorneys' fees, litigation costs, or other expenses in this Action, such an application will not be considered one that contributes to the \$9,300,000 cap provided in this paragraph, and the amounts to be distributed as *cy pres* awards shall be reduced to cover the payment of any sums that the Court awards to counsel for plaintiff in the *Attridge* case. All those payments are subject to the approval of the Court.

Other Payments. Insofar as any further sums remain in the Settlement Fund after the payments described above are made, such sums shall be paid for the benefit of members of the Settlement Class in a manner which Class Counsel recommends, after consultation with and with the agreement of counsel for Visa and MasterCard, and which the Court approves.

Release and Final Resolution of Claims. If you remain a member of the Settlement Class and thereby participate in the Settlement Agreement, you will be resolving and releasing, and cannot pursue in any other lawsuit or legal proceeding, certain claims that you and the other Settlement Class members (and your and their respective heirs, executors, administrators, trustees, successors, assigns, and representatives) may have. Those persons and entities are referred to as the "Releasing Parties."

The Releasing Parties will be resolving and releasing certain claims against: (a) Visa U.S.A. Inc., Visa International Service Association, Visa Inc., Visa Asia Pacific Region, Visa Canada Association, Visa Central & Eastern Europe, Middle East & Africa Region, Visa Europe, Visa Latin America & Caribbean Region, and any other entity that now authorizes or licenses, or in the past has authorized or licensed, a financial institution to issue payment cards with any Visa mark or acquire Visa transactions; (b) MasterCard Incorporated and MasterCard International Incorporated; and (c) each of the foregoing entity's respective past, present, and future officers, directors, stockholders, member financial institutions, agents, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, divisions, partners, heirs, executors, administrators, purchasers, predecessors, successors, and assigns. Those entities and persons are referred to as the "Released Parties."

The claims that the Releasing Parties are resolving and releasing against those Released Parties in this lawsuit include claims that arise out of or relate to any of the conduct alleged or which could have been alleged in the Action. That includes claims based on rules, by-laws, regulations, policies, practices, network services fees, interchange fees, merchant discount fees, finance charges, or charges of any kind of Visa or MasterCard, as well as claims based on theories of tying, attempted monopolization, monopolization, exclusionary conduct, price-fixing, or any other restraint of trade, or of any unfair, deceptive or fraudulent practice, arising under any federal or state law or regulation. More specifically, the Settlement Agreement provides:

"In addition to the effect of the Judgment and the Order Granting Final Approval entered in accordance with this Settlement Agreement, including but not limited to any res judicata effect, the Releasing Parties hereby expressly and irrevocably waive and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages whenever incurred, and for liabilities of any nature whatsoever, including for penalties, fines, charges, costs, expenses, attorneys' fees, or the like, whether known or unknown, suspected or unsuspected, in law or equity that any Releasing Party ever had, now has, or hereafter can, shall, or may have, arising out of or relating in any way to any conduct or failure to act of any Released Party alleged or which could have been alleged in the Consolidated Amended Complaint or any amendments thereto prior to the date of final approval of the Settlement Agreement, including any claims based on rules, by-laws, regulations, policies, practices, network service fees, interchange fees, merchant discount fees, finance charges, or charges of any kind of any Released Party, and including any claims based on theories of tying, attempted monopolization, monopolization, exclusionary conduct, price-fixing, or any other restraint of trade, or of any unfair, deceptive, or fraudulent practice or failure to disclose, and including any claims that arise under or relate to California's Unfair Competition Law or any federal or state antitrust, unfair competition, unfair practices, deceptive practices, or other law or regulation, or common law, and including any claims based in any way upon the tying or other conduct alleged in *In re Visa Check/MasterMoney Antitrust Litigation*, No. 96-CV-5238 (E.D.N.Y.) or upon the Visa By-law 2.10(e) or MasterCard Competitive Programs Policy or other conduct alleged in *United States v. Visa U.S.A., Inc., et al.*, No. 98-CV-7076 (S.D.N.Y.) (including any impact that such conduct had on retail product or service prices). Notwithstanding the foregoing, the released claims shall not include any claim of a Releasing Party (a) based upon his or her or its acceptance as a merchant of Visa- or MasterCard-branded payment cards as payment for goods and services, including *inter alia* the claims asserted in the currently operative complaints in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (E.D.N.Y.) (JG) (JO), (b) based upon an entitlement to settlement funds in the *In re Currency Conversion Fee Antitrust Litigation*, MDL 1409 (S.D.N.Y.), or (c) based upon a routine individual dispute with the financial institution that issued him or her a Visa- or MasterCard-branded payment card regarding payment of his or her personal account statement."

In addition, under the Settlement Agreement, the Releasing Parties covenant and agree that they shall not, hereafter, seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the released claims.

PLEASE NOTE THAT ANY RIGHTS THAT YOU MAY HAVE IN CONNECTION WITH A RELATED PUTATIVE CLASS ACTION, ENTITLED *ATTRIDGE v. VISA U.S.A., INC.*, NO. CGC 04-436920, ALSO PENDING IN THE SUPERIOR COURT OF CALIFORNIA FOR THE CITY AND COUNTY OF SAN FRANCISCO, COULD POTENTIALLY BE AFFECTED BY YOUR RELEASE OF CLAIMS UNDER THE SETTLEMENT IN THIS CASE. IN PARTICULAR, YOUR RELEASE OF CLAIMS COULD POTENTIALLY HAVE THE EFFECT OF RELEASING AND EXTINGUISHING ANY CLAIMS THAT YOU MAY HAVE THAT ARE ASSERTED IN THE *ATTRIDGE* CASE. The plaintiff in the *Attridge* case asserts that Defendants engaged in exclusionary and other conduct that was unlawful, unfair, undisclosed, fraudulent, and deceptive, and which resulted in banks that issued Visa- and MasterCard-branded credit cards overcharging retail purchasers of credit card loan services on the finance charges for those loans. If you have questions about the *Attridge* case or wish to obtain further information about it, you can obtain copies of the pleadings and other papers concerning the *Attridge* case through the links provided on this website (www.CaliforniaCreditDebitCardSettlement.com) or by calling a toll-free information telephone number (1-877-695-7472), or you can contact counsel for the plaintiff in the *Attridge* case through the telephone number or address contact information identified in those papers.

Furthermore, under the terms of the Settlement Agreement, each Releasing Party further expressly and irrevocably waives and fully, finally, and forever settles and releases, upon the Court's final approval of this Settlement Agreement, any and all defenses, rights, and benefits that the Releasing Party may have or that may be derived from the provisions of applicable law

which, absent such waiver, may limit the extent or effect of the release. That specifically includes any and all defenses, rights, and benefits that the Releasing Party might otherwise have in relation to the release by virtue of the provisions of California Civil Code § 1542 or similar laws of any other state or jurisdiction. Section 1542 provides: “§ 1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

Court’s Continuing Jurisdiction. The Settlement Agreement also provides that the Plaintiffs, Settlement Class, and Defendants submit to the exclusive jurisdiction of the Superior Court of California for the City and County of San Francisco, for any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the Judgment and the Order Granting Final Approval in the Action, or the applicability of the Settlement Agreement or the Judgment and the Order Granting Final Approval in the Action. All applications to the Court with respect to any aspect of the Settlement Agreement or the Judgment or the Order Granting Final Approval shall be presented to and determined by Judge Richard A. Kramer or, if he is not available, any other Judge sitting in the Court’s Complex Litigation Department or, if no such Judge is available, any other Judge designated by the Court.

Full Settlement Terms. For the other and full terms of the settlement, please see the complete Settlement Agreement (including its Amendments) and other court documents from this case posted at www.CaliforniaCreditDebitCardSettlement.com or telephone 1-877-695-7472 to obtain copies. If there is any conflict between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement will govern.

HAS THE COURT APPROVED THE SETTLEMENT?

The Court preliminarily approved the Settlement Agreement in a Preliminary Approval Order dated January 5, 2010. That Order also provided for this and other notice to be provided to you and others potentially affected by the Settlement Agreement.

The Court will hold a Final Approval Hearing on the Settlement Agreement at 9:30 a.m. on July 16, 2010, at the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. At that Final Approval Hearing, the Court will address the fairness, adequacy, and reasonableness of the Settlement Agreement, the amount of attorneys’ fees and expenses to be awarded to the Class Counsel, and whether a final judgment should be entered resolving the Action against the Defendants. The terms of the Settlement Agreement may be modified in a manner approved by the Court without further notice to members of the Settlement Class.

HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you DO wish to participate in the Action and the Settlement Agreement, you do not need to do anything. The Plaintiffs and Class Counsel appointed by the Court will represent your interests in the Action. If you so desire, you also may enter an appearance through a counsel of your choosing, at your own expense. You will participate in the Action and be able to take advantage of the financial literacy toolkit and other initiatives to benefit members of the Settlement Class. You also will be bound by all orders and judgments of the Court in the Action, and will give up your right to sue the Defendants and the Released Parties for the claims that the Settlement Agreement resolves and releases.

HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you DO NOT wish to be excluded from the Action and the Settlement Agreement, but you DO wish to object to the settlement and/or seek to intervene for that purpose, you must properly object to the Action and the Settlement Agreement. Do not submit a request for exclusion from the Action and the Settlement Agreement. Instead, you must file with the Court by May 20, 2010, and send to Class Counsel and counsel for Visa and MasterCard listed below, by First-Class Mail and postmarked by May 20, 2010, a written statement of objections. That statement must contain the words “Credit/Debit Card Tying Cases,” describe all objections you have to the settlement and your specific reasons for those objections (including any legal support or evidence that you wish to bring to the Court’s attention), state your full name and address and telephone number, provide information sufficient to establish that you are a member of the Settlement Class, and state the full name and address and telephone number of any counsel representing you in connection with the objections. The Court will consider such properly submitted objections. If you or your counsel also wish to appear and be heard at the Court’s Final Approval Hearing, you must also file with the Court by May 20, 2010, and send to Class Counsel and counsel for Visa and MasterCard listed below, by First-Class Mail and postmarked by May 20, 2010, a separate notice of intention to appear.

Any written statement of objections to the Settlement Agreement and any notice of intention to appear and be heard at the Court’s Final Approval Hearing, must be filed by May 20, 2010 with the Clerk of the Court at the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. You also must send a copy of that written statement and any notice of intention to appear by First-Class Mail, with postage prepaid and postmarked no later than May 20, 2010 to the Class Counsel and counsel for Visa and MasterCard listed below:

Class Counsel

Craig C. Corbitt
Judith A. Zahid
Zelle Hofmann Voelbel & Mason LLP
44 Montgomery Street, Suite 3400
San Francisco, CA 94104

Visa's Counsel

Robert J. Vizas
Sharon D. Mayo
Arnold & Porter LLP
275 Battery Street, Suite 2700
San Francisco, CA 94111-3823

Robert C. Mason
Arnold & Porter LLP
399 Park Avenue
New York, NY 10022-4690

MasterCard's Counsel

Michael W. Scarborough
Sheppard Mullin Richter & Hampton LLP
Four Embarcadero Center
Seventeenth Floor
San Francisco, CA 94111

Kenneth A. Gallo
Patricia Crowley Corcoran
Paul Weiss Rifkind Wharton & Garrison LLP
2001 K Street, N.W.
Washington, DC 20006-1047

IF AN OBJECTION OR NOTICE OF INTENTION TO APPEAR DOES NOT INCLUDE ALL OF THE REQUIRED INFORMATION OR IS FILED OR SENT AFTER MAY 20, 2010, IT WILL BE INVALID. ANY CLASS MEMBER SUBMITTING AN INVALID OBJECTION OR NOTICE OF INTENTION TO APPEAR WILL BE DEEMED NOT TO HAVE OBJECTED AND WILL NOT BE ENTITLED TO APPEAR AT THE FINAL APPROVAL HEARING.

In determining whether you want to object to the settlement and appear, you may want to consult your own attorney. As noted above, you may enter an appearance through a counsel of your own choosing, at your own expense. If you object to the settlement, you will still participate in the Action and the Settlement Agreement, be bound by all orders and judgments of the Court in the Action, and will give up your right to sue the Defendants for the claims that the Settlement Agreement resolves and releases.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you DO NOT wish to participate in the Action and the Settlement Agreement, you must properly exclude yourself from the Action and the Settlement Agreement. You may do so by making a written request containing the words "Credit/Debit Card Tying Cases," a hand-signed and dated statement of your desire to be excluded, and your printed full name, address, and telephone number. You must then mail your written request in an envelope, with postage prepaid and postmarked by May 20, 2010, to *Credit/Debit Card Tying Cases* Administrator, P.O. Box 6177, Novato, CA 94948-6177. All requests for exclusion must be individually submitted by each person requesting exclusion.

IF A REQUEST FOR EXCLUSION DOES NOT INCLUDE ALL OF THE REQUIRED INFORMATION OR IS POSTMARKED AFTER MAY 20, 2010, IT WILL BE INVALID. ANY SETTLEMENT CLASS MEMBER SUBMITTING AN INVALID REQUEST FOR EXCLUSION WILL BE DEEMED TO PARTICIPATE IN THE SETTLEMENT AGREEMENT AND ITS RELEASE.

If you properly exclude yourself from this lawsuit, you will not be bound by the Settlement Agreement and will have the right, at your own expense, to pursue a separate action against the Defendants. But you will not be entitled to a free copy of the financial literacy toolkit or other benefits to be provided pursuant to the Settlement Agreement.

WHAT IF I HAVE QUESTIONS?

If you would like more information about this notice, the full terms of the Settlement Agreement, the claims being resolved, or your rights, please call 1-877-695-7472 or call Class Counsel at (415) 693-0700 and ask for Jose Umbert. You also may access the documents referenced in this notice, along with additional information about the case, the Settlement Agreement, and the settlement approval process by visiting the website at www.CaliforniaCreditDebitCardSettlement.com. In addition, documents filed in this lawsuit may be examined and copied during regular business hours at the court clerk's office, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. **DO NOT CALL YOUR PAYMENT CARD ISSUER OR THE COURT OR ITS CLERK FOR INFORMATION ABOUT THIS CASE.** The clerk's office is not permitted to give legal advice.

The Court approved this notice to inform you of the Action, the Settlement Agreement, and your rights. It is an official notice of the Court and you should save it for reference concerning the settlement, your rights, and important dates and deadlines.

Dated: January 5, 2010.

/s/ Richard A. Kramer
The Honorable Richard A. Kramer, Superior Court Judge