UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IN RE	:	
	:	**MASTER FILE NO.**
VISA CHECK/MASTERMONEY ANTITRUST	:	**CV-96-5238**
LITIGATION	:	(Gleeson, J.)(Mann, M.J.)
	:	
This Document Relates To:	:	
All Actions	:	

SUPPLEMENTAL DECLARATION OF LLOYD CONSTANTINE, ESQ.

I, Lloyd Constantine, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am the managing partner of the law firm Constantine & Partners ("C&P"). I and my firm are lead counsel for the certified class of United States merchants in the above-captioned action. I submit this declaration in further support of the motion for final approval of the proposed Settlement Agreements, the Plan of Allocation and the application for attorneys fees, expenses and costs in connection with this case.

2. This declaration supplements my declaration dated August 17, 2003 and specifically is addressed to certain counterfactual assertions and speculations in several of the objections.

3. The objection of Roman Buholzer d/b/a The Continental Gardens Restaurant represented by Lawrence W. Schonbrun and the objection of Round House, Inc. d/b/a Smuggler's Cove, Ron Fred, Inc. d/b/a Bailey's, and Ron Jen, Inc. d/b/a The Boathouse, assert that it is improper to pay Professor John Coffee, Professor Arthur Miller and other authorities retained by C&P in relation to the fee application, from the Common Fund created for the benefit of the Class.

4. Professor Coffee, Professor Miller and other such authorities, consultants and the independent auditors who have and are doing work in relation to the fee application have been and are being compensated by C&P and Class Counsel and not from the Common Fund.

5. Objectors Kickers Corner of the Americas, Inc. and Preston Center Personal Training, Inc. have speculated that the large merchant class representatives such as Wal-Mart, The Limited, Safeway, Circuit City and Sears, who are C&P's individual clients must have paid some attorneys fees to C&P and/or indemnified C&P to some degree for an adverse result which might have occurred in this case, and assert that this payment and/or indemnification reduced the risk undertaken by C&P in representing the Class.

6. In fact, C&P has been paid no legal fee and will be paid no legal fee for its work in this case other than the fee, if any, which the Court deems just and equitable. C&P has been working on this matter without fee since 1994, when the firm was founded. I have been working on this matter without fee since 1992. No client of C&P nor any Class Member merchant indemnified C&P for the adverse result which might have occurred in this case, and likely would have occurred if any law firm other than C&P had served as Lead Counsel on behalf of the Class in this case.

7. In its objection, Beaches N Cream refers to the decision of Class Counsel to file this case and opines that the decision was a rational business decision to take the case on a contingency fee basis. While C&P did make a business decision to represent Wal-Mart, Sears, Circuit City, Safeway, The Limited and the Class on a contingency fee basis and to represent the National Retail Federation, the Food Marketing Institute and the International Mass Retail Association without fee, the decision to file the case was not C&P's decision. That decision was made by C&P's clients. The objectors and in particular, the professional objectors who have

now appeared in this case, confuse the law practice of C&P with their own practice. C&P was retained by merchants to evaluate their predicament with respect to Visa and MasterCard and then to take legal action. The law practice of professional objectors involves identifying an issue which they decide to invest in, and then finding nominal clients (here merchants) to provide the vehicle for their investment.

8. Several objectors namely Roman Buholzer d/b/a The Continental Gardens Restaurant represented by Lawrence W. Schonbrun and Kickers Corner of the Americas, Inc., have asked or demanded that C&P produce the retention agreements that C&P has with each of C&P's large merchant clients. C&P has refused to provide these on the grounds that they have no relevance and on the grounds of attorney-client privilege. C&P will make them available to the Court for in camera inspection should the Court desire. Without here revealing their contents and compromising a privilege which is C&P's clients', not C&P's, I declare that the fee arrangement embodied in these agreements is much less favorable to the Class than the fee for which C&P has applied on behalf of itself and the 29 other Class Counsel firms.

9. Several objectors, namely Roman Buholzer d/b/a The Continental Gardens Restaurant represented by Lawrence W. Schonbrun, Preston Center Personal Training, Inc., and 710 Corp., Leonardo's Pizza by the Slice, Inc. object that Lead Counsel has not disclosed the amount of attorneys fees it will apply to the Court for with respect to work which it will do in the future.

10. I and C&P have no way of accurately estimating how much work will be necessary to assure the fair, effective and expeditious enforcement of the Settlements and implementation of the Plan of Allocation.

11. Subsequent to the closing date for legal work performed by Lead and Class Counsel included in the Fee Petition, *i.e.* July 31, 2003, C&P has continued to work on this case. Without

here exhaustively describing this work, the tasks have included the following: we finalized the Plan of Allocation; we prepared numerous Court submissions on issues extraneous to the Fee Petition; we engaged in continuous correspondence and negotiation with the defendants concerning various Settlement obligations such as the requirement that they and their banks place clear and conspicuous debit identifiers on the "POS Debit Devices." Requirements such as this are subject to specific notification requirements with specific dates, but it has been prudent for the parties to engage in discussions and negotiations of these important parts of the injunction in advance of the formal deadlines set forth in the Settlements. C&P has twice unsuccessfully petitioned the Court about practices of the defendants and/or their member banks which C&P asserted were violations of the spirit of specified provisions of the Settlements. Similar situations are likely to arise in the future. And as I make this declaration, we have already received other complaints from class members alleging that a defendant and/or one or more banks is not fulfilling some obligation of the Settlements. We are evaluating these complaints as we will for the next several years with any others which may arise.

12. There has continued to be litigation involving Visa and one of its member banks concerning the bank's assertion that the Settlement Agreement is unfair to the bank and that the August through December interchange fee reductions are an unfair and illegal additional form of compensatory relief to the Class. C&P has responded in these proceedings.

13. C&P is currently concluding a round of briefing in support of final approval of the Settlements and the Plan of Allocation and responding to objections. None of this work involves advancing the Fee Petition or responding to objections about the Fee Petition. The work involved in advancing the Fee Petition and responding to objections concerning the Fee Petition is separately accounted for and not part of any Fee Petition, past, present or future.

14. Without being exhaustive about such tasks, which I cannot be without being clairvoyant, I here list just some of the numerous tasks which C&P will have in the future as Lead Counsel under the Settlement Agreements and/or Plan of Allocation.

15. We will prepare for and present argument on September 25, 2003 in support of the Settlements and the Plan of Allocation.

16. On or before September 30, 2003, Visa will likely propose an alternative to the debit identifier "Check Card" specified in the Settlement. Under paragraph 5(a) of the Settlement, Visa may propose an alternative clear, consistent and conspicuous debit identifier.

17. On or before November 1, 2003, Visa must provide us with new rules that conform their debit card design to the Settlement and Visa must provide an exemplar of the new card design.

18. On or before November 1, 2003, MasterCard and Visa must provide us with exemplars of the merchant signage which the Settlement requires to be provided free to merchants, signifying that merchants will continue to accept MasterCard and/or Visa POS Debit Devices, if that is their choice after January 1, 2004.

19. On or before November 1, 2003, Visa must send us new rules involving the assignment of discrete Bank Identification Number ("BIN") designations to debit cards so that merchants will be able to electronically distinguish debit card transactions from credit card transactions.

20. On or before November 15, 2003, MasterCard must disclose to us its new debit BIN rules.

21. On or before December 1, 2003, MasterCard must provide us its new debit identifier rules and an exemplar of the new design.

22. By December 22, 2003, we will work with the escrow agent and otherwise process the defendants' payment of an additional $330,000,000 into the Settlement Funds.

23. By December 31, 2003, the defendants must disclose to us new products that it will or may offer falling into the categories "POS Debit Devices" or "other" payment devices, which are defined terms in the Settlements.

24. By January 1, 2004, the core provisions of the injunction begin, with debit untied from credit, conspicuous branding and electronic identification starting to occur, signage being provided to merchants and with various rules adopted to enforce these changes. Lead Counsel has the responsibility to assure that all this is accomplished consistent with the letter and spirit of the Settlements. In addition to the core injunctive relief, there are numerous provisions which amplify this core relief, such as restrictions on "reloading" pre-paid gift cards which qualify as POS debit devices, etc.

25. Many of the notifications to us concerning new products and other relief referenced above are repeated at various intervals in the period January 1, 2004 through December 31, 2006, with major significant verifications of physical and electronic rebranding due on or before June 30, 2005.

26. With regard to the Plan of Allocation, we will have numerous tasks which are fully set forth in the Plan including several which are the subject of objections. These include Lead Counsel's role in potentially arranging for the securitization or monetization of the flow of payments from the defendants; Lead Counsel's discretionary role with regard to late claims on the Fund; Lead Counsel's role in recommending to the Court whether additional pro-rata distributions to Class Members are cost-effective and warranted; and Lead Counsel's role in proposing to the Court an appropriate use for funds in the residuum.

27. With each of the tasks referenced above, and many more which are not here referenced but specified in the Settlements and the Plan of Allocation, Lead Counsel's responsibilities may require very little work or a great deal. For these reasons, I and my Firm cannot estimate the cost of attorneys' fees in the future. As the work is done, it will be accurately and scrupulously documented and submitted to the Court for its decision. The work will be done at the regular hourly rates that is applied to all other firm work unless the Court requires other rates or some alternative billing arrangement. We will do this in any manner that the Court requires.

28. Several objectors, and in particular 710 Corp., Leonardo's Pizza by the Slice, Inc., helpfully insist that when Lead Counsel C&P makes certain discretionary decisions under the proposed Settlement Agreements or proposed Plan of Allocation, that the action or proposed action be publicized on the Internet so that Class Members will be aware of actions that affect the Common Fund created for their benefit. One such discretionary act specified in the proposed Plan of Allocation is Lead Counsel's duty to propose an appropriate use for the Common Fund residuum, subject to Court approval.

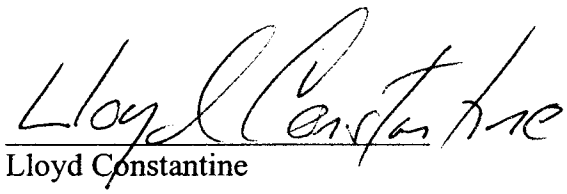
29. C&P has been studious in posting every pertinent document on the case website (www.INREVISACHECK_MASTERMONEYANTITRUSTLITIGATION.COM) since that website was established pursuant to the Court's order in June, 2002. Indeed, C&P has posted numerous documents, briefs, decisions, and aides for the benefit of Class Members, such as a series of frequently asked questions with answers concerning the proposed Plan of Allocation.

30. Most of these website postings, typically accompanied by press releases from C&P on the PR Newswire, were done voluntarily by C&P, not as a result of the Court's order. C&P will continue this practice, including posting any proposal it makes to the Court about the use of

the Common Fund residuum.

31. The ultimate use of that residuum is for the Court to decide, as is the ultimate decision in virtually every important issue affecting the Common Fund. The objectors as a group show profound disrespect for the power and responsibility of the Court to protect the Class and the Common Fund, powers which emanate from Rule 23, from precedent and from specific protections built into the Settlements and the Plan of Allocation. The objectors also exhibit profound disrespect for Lead and Class Counsel who, as the objectors admit, created by far the largest recovery in U.S. Antitrust history, and an injunction of historic proportions which will benefit every Class Member, virtually every U.S. consumer and the nation's economy.

Dated: New York, New York.
September 17, 2003



Lloyd Constantine