

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ANDREW MACKMIN, *et al.*,

Plaintiffs,

v.

VISA INC., *et al.*,

Defendants.

Civil Action No. 11-1831 (RJL)

FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO
NETWORK DEFENDANTS

June ²⁴20, 2025 [Dkt. #296]

This matter has come before the Court to determine whether a final judgment of dismissal should be entered as to Defendants Mastercard Inc. and Mastercard International Inc. d/b/a Mastercard Worldwide (“Mastercard Defendants”), and Visa Inc., Visa U.S.A. Inc., Visa International Service Association, and Plus System, Inc. (“Visa Defendants,” and together with the Mastercard Defendants, the “Network Defendants” or “Settling Defendants”) in light of the settlement with the *Mackmin* Consumer Plaintiffs (“Plaintiffs”). The Court, having reviewed the settlement agreement between Plaintiffs and the Network Defendants and Plaintiffs’ Motion for Final Approval of Settlement with the Network Defendants (“Final Approval Motion”), and finding no just reason for delay, hereby directs entry of Final Judgment under Federal Rule of Civil Procedure 54(b), which shall constitute a final adjudication of this case on the merits as to members of the Settlement Class and the Network Defendants pursuant to the terms of the Settlement Agreement Between Plaintiffs and the Network Defendants (*see* Dkt. No. 292, Exhibit A) (“Settlement Agreement”).

Good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, and all actions within this litigation (collectively, “Action”) and over the parties to the Settlement Agreement, including all members of the Settlement Class and the Network Defendants.

2. For purposes of this Judgment, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement as though they were fully set forth in this Final Judgment. Specifically, “Settlement Class,” as defined in the Settlement Agreement, means:

All individuals and entities that paid an unreimbursed ATM Access Fee directly to any Bank Defendant or Alleged Bank Co-Conspirator for a Foreign ATM Transaction using an ATM card issued by a financial institution in the United States to withdraw cash at an ATM located in the United States at any time from October 1, 2007 to the date of the Preliminary Approval Order.

3. Those persons and entities identified in the list attached hereto as **Exhibit A** are validly excluded from the Class. Such persons and entities are not included in or bound by this Judgment. Such persons and entities are not entitled to any recovery of the settlement proceeds obtained in connection with the Settlement Agreement.

4. The Court finds the prerequisites to a class action under Rule 23(a) have been satisfied for settlement purposes only by the Settlement Class in that:

- a. There are at least millions of putative members of the Settlement Class, making joinder of all members impracticable;
- b. There are questions of fact and law that are common to all

members of the Settlement Class;

- c. The claims of the Class Representatives are typical of those of the Settlement Class; and
- d. Plaintiffs Andrew Mackmin and Sam Osborn (“Class Representatives”) have and will fairly and adequately protect the interests of the members of the Settlement Class and have retained counsel experienced in complex antitrust class action litigation who have and will continue to adequately advance the interests of the Settlement Class.

5. The Court has found that this Action may be maintained as a class action under Rule 23(b)(3), for settlement purposes only, because: (i) questions of fact and law common to the members of the Settlement Class predominate over any questions affecting only the claims of individual members; and (ii) a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Court has further found that this Action may be maintained as a class action under Rule 23(b)(2), for settlement purposes only, because the Network Defendants have acted or refused to act on grounds that apply generally to the Class.

6. Pursuant to Rule 23(g), the Court hereby confirms that Hagens Berman Sobol Shapiro LLP, Quinn Emanuel Urquhart & Sullivan, LLP, and Mehri & Skalet, PLLC are appointed as Settlement Class Counsel, and that Plaintiffs Andrew Mackmin and Sam Osborn are appointed to serve as Class Representatives on behalf of the Settlement Class.

7. Upon the Effective Date of Settlement, the Released Parties shall be discharged and released from the Released Claims, regardless of whether any such Releasing Party executes and delivers a proof of claim, and without respect to any rights afforded under California Civil Code § 1542 and/or any other similar, comparable, or

equivalent laws. As of the Effective Date, all Releasing Parties shall be permanently barred and enjoined from instituting, commencing, prosecuting, or asserting any Released Claim against any of the Released Parties as defined in the Settlement Agreement, or from assisting any third party in commencing or maintaining any suit against any Released Party related in any way to any of the Released Claims, including without respect to any rights afforded under California Civil Code § 1542 and/or any other similar, comparable, or equivalent laws.

8. The Court has finally approved the settlement between the Settlement Class and Network Defendants in the total amount of \$197,500,000 and has found that said settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. This Court hereby dismisses on the merits and with prejudice this Action against the Network Defendants, including the Claims of the Plaintiffs and the Settlement Class, with each party to bear its own costs and attorneys' fees, except as provided in the Settlement Agreement.

10. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing, exclusive jurisdiction over the settlement and the Settlement Agreement, including: (a) implementation of this settlement and any distribution to members of the Settlement Class pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c) determining attorneys' fees, costs, expenses, and interest; (d) the Action until the Final Judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties all have been performed pursuant to the Settlement Agreement; (e) hearing and ruling on any matters relating to distribution

of settlement proceeds; (f) all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreement and the mutual releases and other documents contemplated by, or executed in connection with the Settlement Agreement; and (g) any other proceedings concerning the administration, interpretation, consummation, and enforcement of this settlement.

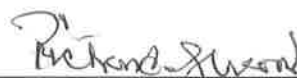
11. Nothing in the Settlement Agreement or this Final Judgment is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by either of the Network Defendants, or of the truth or validity or lack of truth or validity of any of the claims or allegations alleged in the Action.

12. Nothing in this Final Judgment is intended to or shall modify the terms of the Settlement Agreement.

13. The terms and provisions of the Stipulated Protective Order (Dkt. No. 112) shall survive and continue in effect through and after entry of this Final Judgment.

14. This document constitutes a final judgment and separate document for purposes of Federal Rule of Civil Procedure 58(a).

15. The Court finds that, pursuant to Federal Rules of Civil Procedure 54(a) and (b), Final Judgment should be entered, and further finds that there is no just reason for delay in the entry of Final Judgment, as to the parties to the Settlement Agreement. Accordingly, the Clerk is hereby directed to enter Final Judgment forthwith.



RICHARD J. LEON
United States District Court Judge

Exhibit A

Name	Postmark Date	Exclusion Statement	City	State	Zipcode
1. J. Long	9/16/2024	Yes	League City	TX	77573
2. T. Scott	9/12/2024	Yes			
3. A. Lavrentiev	9/10/2024	Yes			
4. M. Belz	9/16/2024	Yes	Davis	CA	95616
5. S. Park	9/19/2024	Yes	Arlington	VA	22202
6. E. Isaacson	9/21/2024	Yes	Tacoma	WA	98411
7. M. Vienna	9/24/2024	Yes	Albuquerque	NM	87111
8. O. Sen	9/23/2024	Yes	San Mateo	CA	94403
9. E. Yuan	9/24/2024	Yes	San Francisco	CA	94116
10. I. Becerra Jr	9/24/2024	Yes	Las Vegas	NV	89110
11. J. Klinger	9/28/2024	Yes	Herridon	VA	20171
12. Boris K	9/30/2024	Yes			
13. C. Natalie	10/2/2024	Yes	Denton	TX	76208
14. L. Lee	10/3/2024	Yes	Torrance	CA	90505
15. A. Ploikin	10/7/2024	Yes	Lakewood	CO	80228
16. D. Patel	10/9/2024	Yes	Frisco	TX	75035
17. M. Borden	10/15/2024	Yes	Goldendale	WA	98620
18. A. Williams	10/15/2024	Yes	Houston	TX	77054
19. J. Phippeny	10/22/2024	Yes	Valley Village	CA	91607
20. J. Sun	10/25/2024	Yes	San Francisco	CA	84131
21. C. Nyrenda	10/28/2024	Yes			
22. A. Thompson	11/1/2024	Yes	Myrtle Beach	SC	29588
23. A. Curry	10/29/2024	Yes	Houston	TX	77053
24. A. Shelton	11/4/2024	Yes	Pine Bluff	AR	71601
25. C. Cook	11/9/2024	Yes	Jacksonville	FL	32226
26. J. Bonnema	11/13/2024	Yes	Anaheim	CA	92802
27. D. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401
28. C. Curtis	11/22/2024	Yes	Hattiesburg	MS	39401