

**HANDWRITTEN REVISIONS
BY JUDGE NOTED BELOW IN
BOLD AND WITH
STRIKEOUTS**

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,)
)
)
 Plaintiff,)
) **Civil Action No. 98 Civ. 7076 (MP)**
 v.)
)
 VISA U.S.A. INC.,)
 VISA INTERNATIONAL CORP., AND)
 MASTERCARD INTERNATIONAL)
 INCORPORATED,)
)
 Defendants.)

INTERIM STIPULATED PROTECTIVE ORDER

Pursuant to Fed. R. Civ. P. 26(c)(7), and in the interest of allowing discovery to proceed prior to the Court's entry of a Protective Order, expected on or before November 16, 1998, while ensuring that Discovery Material is not improperly disclosed, the undersigned hereby stipulate,

subject to approval and entry by the Court, to the following Interim Protective Order, which shall govern certain pretrial discovery and procedures:

IT IS THEREFORE ORDERED:

Definitions

1. The "Action" means *United States v. Visa U.S.A. Inc. et. al.*, 98 Civ. 7076 (S.D.N.Y.).

2. "Discovery Material" means all Documents or other information produced or disclosed in this Action by a Party or Third Party, whether produced in response to a discovery demand under the Federal Rules of Civil Procedure, voluntarily, or in response to a Civil Investigative Demand issued by the United States in its precomplaint investigation in this Action.

3. "Document" means any written or graphic matter, no matter how produced, recorded, stored or reproduced, and includes deposition transcripts, interrogatory responses, tape recordings or other electronically stored data, together with the programming instructions and other written material necessary to understand such tapes and data. The term "Document" also includes all Documents and information previously produced by the defendant or a Third Party in response to any Civil Investigative Demand or voluntarily produced to the United States during its precomplaint investigation in this Action.

4. "Outside Counsel" means the attorneys specifically listed on this Order as well as (1) other attorneys employed or retained by the law firms listed on this Order and employees of their firms; or (2) an attorney subsequently retained or designated by the defendants to appear in this Action, provided that any attorney or employee covered under subparagraphs (1) or (2) is not involved in the business operations of the defendants.

5. "Party" means the United States, Visa U.S.A. Inc., Visa International Corp., and MasterCard International Incorporated, the Parties to this Action.

6. "Qualified Persons" means:

- (a) the Court;
- (b) employees and consultants for the United States Government who are involved in preparation for trial in this Action; and
- (c) outside counsel for each defendant.

7. "Third Party" means any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

General Provisions

8. This Interim Protective Order applies, until the Court enters a superceding Protective Order, to all Discovery Material produced by a Party or Third Party, whether revealed in a Document, deposition, interrogatory response or otherwise.

9. Upon receipt of a request for documents, the United States will notify, by overnight mail within two full business days, all persons **parties and non-parties**, whose documents may be subject to production that they have 10 business days to notify the Parties **in the case** of any objection to the Interim Protective Order.

10. This Interim Protective Order shall not affect the right of any Party or ~~Third Non-~~ Party to oppose production of Documents or other information on any ground permitted by the Federal Rules of Civil Procedure, including any applicable privilege. This Order shall not ~~be~~ used by any Party as a basis for **affect the scope of discovery by any party** that is not otherwise proper under the Federal Rules of Civil Procedure.

11. Nothing in this Interim Protective Order shall prejudice any Party or ~~Third Non-~~ Party from seeking amendments hereto to broaden or restrict the rights of access to and use of Discovery Material or to seek other modifications.

~~12. Until such time as this Interim Protective Order has been entered by the Court, the Parties agree that upon execution by the Parties it will be treated as though it had been entered.~~

Permissible Use of Discovery Material

13. Discovery Material shall not be used for any purpose other than the preparation for litigation in this Action.

14. All Discovery Material produced **by the plaintiff** to the ~~Parties~~ **defendant(s)** shall be maintained at the offices of outside counsel **for the defendants** and not at the office of **any defendant a Party**.

15. Discovery Material **produced by any party** shall not be copied or reproduced except to the extent such copying or reproduction is reasonably necessary to the conduct of this action. All such copies or reproductions shall be subject to the terms of this Interim Protective Order. All copies of Discovery Material shall be kept under the control of persons described in 6 (a) through (c).

16. Qualified Persons defined in paragraph 6(b)-(c) shall be deemed bound by the terms of this Interim Protective Order upon its entry by the Court. Such a Qualified Person must sign a confidentiality agreement using the following form:

"I hereby acknowledge that I [name, position of employment], am about to receive Discovery Material. I certify my understanding that such information is to be provided to me pursuant to the terms and restrictions of the Interim Protective Order [date entered] in *United States v. Visa U.S.A. Inc. et. al.*, 98 Civ. 7076 (S.D.N.Y.). I have been given a copy of and have read this Order and agree to be bound by its terms."

Termination of Interim Protective Order

17. The protection of Discovery Material produced pursuant to, and in conformity with this Interim Protective Order, shall remain in effect until the Court has issued a superceding Protective Order in this Action.

STIPULATION OF THE PARTIES

For the plaintiff
United States of America

For defendant
Visa International Corp.

_____/s/_____
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Chief, Civil Task Force

_____/s/_____
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