

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re CURRENCY CONVERSION FEE	:	MDL Docket No. 1409
ANTITRUST LITIGATION	:	
	:	SUPPLEMENTAL DECLARATION OF
	:	BONNY E. SWEENEY IN SUPPORT OF
This Document Relates To:	:	PLAINTIFFS' MOTIONS FOR (1) FINAL
	:	APPROVAL OF CLASS ACTION
ALL ACTIONS.	:	SETTLEMENT; AND (2) AWARD OF
	x	ATTORNEYS' FEES AND EXPENSES

I, BONNY E. SWEENEY, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Coughlin Stoia Geller Rudman & Robbins LLP (“Coughlin Stoia”), co-lead counsel for plaintiffs in the above-entitled action.

2. I submit this Declaration in further support of Plaintiffs’ Motions for (1) Final Approval of Class Action Settlement; and (2) Award of Attorneys’ Fees and Expenses.

3. I base this declaration on personal knowledge, conversations with managing partners and others at Coughlin Stoia, and a review of the records of Coughlin Stoia.

4. I have further investigated the objector’s assertion that Coughlin Stoia has a conflict of interest because Skadden Arps Slate Meagher & Flom LLP (“Skadden”), counsel for one of the Bank Defendants, represented one partner and four employees of Coughlin Stoia. The facts do not support that assertion.

5. In April or May of 2005, two Los Angeles lawyers at Proskauer Rose LLP who practice in the area of white collar defense (Jack P. Dicanio and Richard Marmaro) began representation of one secretary, one office administrator, two of-counsel lawyers, and one partner¹ at the (then) Lerach Coughlin firm in connection with the federal investigation that resulted in the guilty plea by former partner William S. Lerach.

6. In January 2006, Messrs. Dicanio and Marmaro joined the Los Angeles office of Skadden. At Skadden, they continued the representation of the Coughlin Stoia secretary, office administrator, of-counsel lawyers, and partner. That representation continued beyond July 20, 2006,

¹ The represented partner is not Mr. Lerach or any other former or current named partner of Coughlin Stoia.

the date the parties signed the settlement agreement in this case, but was minimal. The total bill for those 6 and one-half months was less than \$70,000.

7. I have been involved in this litigation since it was filed in 2005. I attended all mediation sessions before Judge Infante, participated in all negotiation sessions regarding the economic terms of the settlement, and reviewed all drafts of the settlement agreement.

8. I had no knowledge, until I reviewed the Selfe objection, that any person that was employed by or a member of the Coughlin Stoia firm was represented by Skadden. I had never met nor had any contact with Messrs. Dicanio or Marmaro, and have confirmed with Peter Greene, Skadden counsel for defendant Chase, that neither of those lawyers has ever played any role in this case.

9. None of the individuals represented by Messrs. Dicanio and Marmaro played any role in the litigation of this case or the negotiation of the economic terms of the settlement. None of them attended any of the mediation sessions or any of the other in-person or telephonic negotiating sessions with defendants. None of them has ever appeared in this action. The only one of the represented individuals who had any involvement at all in this case is a partner who is very experienced in negotiating and drafting class action settlement agreements and supporting documents. On a couple of occasions I consulted with this partner on drafting issues. However, I never consulted with this partner on the size of the monetary relief, the scope of the going-forward relief, or any of the other substantive provisions of the settlement. Nor did I consult with this partner on any issue specifically pertaining to Chase, the defendant represented by Skadden. As noted above, at the time I consulted this partner, I had no knowledge of the representation by Skadden.

10. Neither the individuals represented by Skadden, nor the fact of representation, influenced or attempted to influence in any way any aspect of the settlement of this action.

11. My March 7, 2008 Declaration contains an error. In Paragraph 4 I state: "Attorneys' fees and costs from *Schwartz v. Visa*, *Mattingly v. Visa* and *Shrieve v. Visa* are not included in the fee application before this Court. In these three actions, Coughlin Stoia, Schrag & Baum, Steyer Lowenthal and Hulett Harper Stewart expended more than 58,000 professional hours, for a total lodestar of more than \$29,000,000, and incurred more than \$3,000,000 in expenses. These firms have not recovered these fees and expenses in any action."

That Paragraph should state: "Attorneys' fees and costs from *Schwartz v. Visa*, *Mattingly v. Visa* and *Shrieve v. Visa* are not included in the fee application before this Court. In these three actions, Coughlin Stoia, Schrag & Baum, Steyer Lowenthal and Hulett Harper Stewart expended more than 58,000 professional hours, for a total of lodestar and expenses (which exceeded \$3,000,000) of more than \$29,000,000. These firms have not recovered these fees and expenses in any action."

12. In *Schwartz* alone, the lodestar of Coughlin Stoia, Schrag & Baum, Steyer Lowenthal and Hulett Harper Stewart exceeded \$23,000,000.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of April, 2008, at San Francisco, California.


BONNY E. SWEENEY

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