

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

**THIS NOTICE MAY AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY! YOU MAY BE ELIGIBLE TO RECEIVE SETTLEMENT BENEFITS – SEE BELOW FOR DETAILS.**

The Court has preliminarily approved a class action settlement (“Settlement”) in Dale Firchow v. Ford Motor Company and Citibank, N.A., Superior Court of the State of California, County of Los Angeles, Case No. BC 287691 (“Action”). In the Action, Plaintiff alleges that certain holders of the Citibank/Ford co-branded credit card (“Ford Card”) were entitled to collect rebates toward the purchase of a new vehicle (the “Ford Rebate Program”), and cardholders were prevented from collecting their maximum rebates when the Ford Rebate Program was terminated in 1997. Plaintiff claims breach of contract, violation of California’s Unfair Competition Law, Business & Professions Code § 17200, *et seq.*, false and misleading advertising in violation of Business & Professions Code § 17500, violation of California’s Consumers Legal Remedies Act, Civil Code § 1750, *et seq.*, and unjust enrichment. Citibank denies the allegations. If you are part of the Settlement Class (described below), you may be affected by this Settlement. This notice summarizes the terms of the Settlement, your rights under the Settlement and how you can obtain more information about the Settlement.

### THE SETTLEMENT CLASS

The Settlement Class on whose behalf the Action is settled is defined as follows:

ALL PERSONS WHO WERE HOLDERS OF CO-BRANDED CREDIT CARDS (AS THAT TERM IS DEFINED IN REGULATION Z, 12 C.F.R. SECTION 226.2(A)(15) (AS CURRENTLY IN EFFECT)), ISSUED BY CITIBANK (SOUTH DAKOTA), N.A. (“CITIBANK”) AND FORD MOTOR COMPANY AND WHO: (i) WERE ENROLLED IN THE FORD REBATE PROGRAM AT ANY POINT FROM FEBRUARY 1, 1993 THROUGH DECEMBER 31, 1997 WHILE RESIDING IN CALIFORNIA; AND (ii) ACCRUED POINTS IN THE FORD REBATE PROGRAM WITH RESPECT TO SUCH CREDIT CARDS AT ANY POINT FROM FEBRUARY 1, 1993 THROUGH DECEMBER 31, 1997.

### TERMS OF THE PROPOSED SETTLEMENT

**Total Settlement Amount:** Citibank will pay \$4,250,000 in complete and final settlement of the Action. This money will be used to: (i) pay awards to class members who submit valid claims; (ii) subject to court approval, pay any award of attorneys’ fees and costs to Class Counsel (not to exceed \$1,000,000) and any incentive award to Plaintiff (not to exceed \$5,000); (iii) pay the costs of class notice and claims administration; and (iv) make a donation to charity of not less than \$100,000 on behalf of class members who do not receive an award.

**Benefits To Individual Settlement Class Members:** If eligible, you may elect to receive EITHER: (i) 125 Drivers’ Edge Program Rebates (“DEP Award”); or (ii) 12,500 ThankYou Points (“ThankYou Award”). The DEP Award can be redeemed as part of Citibank’s Drivers’ Edge Program toward the purchase or lease of a new vehicle and is subject to the DEP terms and conditions in effect at the time of redemption (available at [www.firchowsettlement.com](http://www.firchowsettlement.com)). The ThankYou Award can be redeemed as part of Citibank’s ThankYou Network for merchandise, including, but not limited to, CDs, DVDs or books, as well as travel certificates or gift cards. For example, as of January 9, 2009, you could have received a \$100 gift card from various national retailers for 10,000 points or a CD for as little as 700 points. You can visit [www.thankyou.com](http://www.thankyou.com) to see the full array of available rewards, which vary in the amount of ThankYou Points necessary to obtain such rewards based on a number of factors. You do not need to hold a Citibank credit card at the time the ThankYou Award is mailed. You will not be required to pay a fee or make a purchase to establish a ThankYou account. Instead, you will receive an enrollment code and instructions regarding the establishment of a ThankYou account so that the ThankYou Award may be redeemed.

Each award has been assigned a monetary value of \$125. Under certain circumstances, the amounts paid will be reduced on a pro rata basis. **TO BE ELIGIBLE TO RECEIVE AN AWARD**, you must completely fill out, sign, and return the enclosed claim form (along with the information or documentation requested on the form) to: P.O. Box 40506, Jacksonville, Florida 32203-0506. You may submit only one claim per account and your claim **MUST BE POSTMARKED BY AUGUST 26, 2009**.

### YOUR RIGHTS

**Your Right To Be Excluded From The Settlement:** If you do not wish to remain a member of the Settlement Class, you must send a written request for exclusion, postage pre-paid and postmarked on or before **AUGUST 26, 2009**, to: P.O. Box 40506, Jacksonville, Florida 32203-0506. Your request for exclusion must: (i) be signed by all account holders (including joint cardholders, co-applicants and authorized users); (ii) include the full name, address and Citibank account number(s) of the person requesting

exclusion; and (iii) include the following statement: “I/we request to be excluded from the class settlement in *Firchow v. Ford Motor Company, et al.*, Los Angeles County Superior Court, Case No. BC287691.” No request for exclusion will be valid unless it is postmarked on or before **AUGUST 26, 2009** and all of the information described above is included. If you have more than one account, your exclusion request must specify each separate account. **IF YOU WANT AN AWARD, DO NOT REQUEST EXCLUSION FROM THE SETTLEMENT.** If you submit a Proof of Claim and an exclusion request, be advised that the exclusion request will control.

***Your Right To Object To The Settlement:*** The Court has scheduled a hearing on **OCTOBER 26, 2009** at **9:00 a.m.** in Department 311 of the Los Angeles County Superior Court located at 600 South Commonwealth Ave., Los Angeles, CA 90005, to consider whether the Settlement should be finally approved, whether attorneys’ fees and costs should be awarded to Class Counsel and whether an incentive award should be awarded to Plaintiff. The Court may adjourn this hearing without further notice. You may appear at the hearing, in person or through an attorney retained at your own expense, and object to the Settlement. In order to be heard at the hearing, you must **NO LATER THAN AUGUST 26, 2009** make any objection in writing and file it with the Court and send it to each of: Class Counsel: Shepherd, Finkelman, Miller & Shah, LLP, 35 E. State Street, Media, Pennsylvania 19063; and Hagens Berman Sobol Shapiro LLP, 700 South Flower Street, Suite 2940, Los Angeles, California, 90017; and Counsel to Citibank: Julia B. Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, 16th Floor, Los Angeles, CA 90067. Your written objection must state the specific reasons for your objection. If you do not make your objection in the manner provided for herein, you will have waived such objection and shall forever be foreclosed from making any objection to the Settlement and the judgment approving the Settlement.

### **SUMMARY OF RELEASE AND DISMISSAL**

If the Settlement receives final approval from the Court, you and all members of the Settlement Class will have fully released and forever discharged Citibank and all others acting on its behalf from all claims as of the date of Final Judgment in the Action that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions or occurrences that were or could have been directly or indirectly alleged, asserted, described, set forth or referred to in the Action with respect to the Ford Rebate Program and any advertising and/or disclosures used in connection with, or pertaining to, the Ford Rebate Program. The foregoing releases specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the settlement, and the releases contained therein, becomes effective. Upon court approval of the Settlement, a judgment will be entered dismissing with prejudice and fully and finally settling the Action as to all members of the Settlement Class, except those who properly and timely request exclusion from the Settlement Class in the manner described above. If the Settlement is not approved, the Action will proceed as if no settlement had been entered into.

### **HOW TO OBTAIN ADDITIONAL INFORMATION**

This Notice does not describe all of the details of the Settlement or the Action. For additional details, you may inspect the court files, including the parties’ settlement agreement (excluding any documents filed under seal), at the Office of the Court Clerk, Los Angeles County Superior Court, 600 South Commonwealth Ave., Los Angeles, CA 90005, during the Court’s business hours. You may obtain more information, including a Proof of Claim form, by going to [www.firchowsettlement.com](http://www.firchowsettlement.com) or by sending a written request to Citibank. You may also contact Class Counsel at the address above for more information. Do not contact the Court or Citibank. Citibank telephone representatives are not authorized to change the terms of the Settlement, this Notice or the Proof of Claim. The Court has not formed any opinions concerning and has not ruled in favor of or against Plaintiff or Citibank on the merits of the claims.

Dated: January 22, 2009

HON. CARL WEST

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Judge of the Los Angeles County Superior Court