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15 CITIBANK (SOUTH DAKOTA), N.A.,  
erroneously sued as Citibank, N.A.  
16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF LOS ANGELES

20 DALE FIRCHOW, individually and on behalf )  
21 of all similarly situated persons, )  
22 Plaintiff, )  
23 v. )  
24 FORD MOTOR COMPANY and CITIBANK, )  
25 N.A., )  
26 Defendants. )  
27 )  
28 )

Original Conformed Copy  
Of Original Filed  
Los Angeles Superior Court

JAN 22 2009  
John A. Clarke, Executive Officer/Clerk  
By: J. Flores, Deputy

Case No. BC 287691  
(Related to Case No. BC 180583)  
[PROPOSED] CLASS ACTION  
Assigned to the Hon. Carl J. West  
~~PROPOSED~~ ORDER CERTIFYING  
PROVISIONAL SETTLEMENT CLASS,  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT, AND  
PROVIDING FOR NOTICE TO THE  
SETTLEMENT CLASS

1           WHEREAS, the parties having made an application, pursuant to Code of Civil Procedure  
2 Section 382 and California Rule of Court 3.769, for an order preliminarily approving the settlement  
3 of this Action pursuant to the Stipulation and Agreement of Settlement fully executed as of  
4 November 13, 2008, (the "Settlement" or "Agreement"), and Addendum No. 1 to Stipulation and  
5 Agreement fully executed as of January 14, 2009 (the "Addendum"), which, together with their  
6 respective attached exhibits, set forth the terms and conditions for a proposed settlement of the  
7 Action and dismissal of the Action with prejudice; and

8           WHEREAS, the Court having read and considered the Agreement and its attached exhibits;  
9 NOW, THEREFORE, HEREBY ORDERS:

10           1.       This Order incorporates by reference the definitions in the Agreement, and all terms  
11 used in this Order shall have the same meanings as set forth in the Agreement;

12           2.       For purposes of this Action, the Court has subject matter and personal jurisdiction  
13 over the parties, including all Settlement Class Members.

14           3.       The Court preliminarily approves the Settlement as being within the realm of  
15 reasonableness to the Settlement Class, subject to further consideration at the Settlement Hearing  
16 described below.

17           4.       Pursuant to Code of Civil Procedure Section 382 and California Rule of Court  
18 3.769, the Court certifies, solely for purposes of effectuating the Settlement, the Final Settlement  
19 Class as follows:

20           All persons who were holders of co-branded credit cards (as that term is defined in  
21 Regulation Z, 12 C.F.R. Section 226.2(a)(15) (as currently in effect)), issued by  
22 Citibank (South Dakota), N.A. and Ford Motor Company and who: (i) were  
23 enrolled in the Ford Rebate Program at any point from February 1, 1993 through  
24 December 31, 1997 while residing in California; and (ii) accrued points in the Ford  
25 Rebate Program with respect to such credit cards at any point from February 1, 1993  
26 through December 31, 1997. Excluded from the Final Settlement Class are all  
27 Settlement Class Members who validly request exclusion from the Settlement Class  
28 pursuant to the Mailed Notice attached as Exhibit 2 to the Addendum or the  
Publication Notice attached as Exhibit 3 to the Addendum.

          5.       Regarding the Final Settlement Class, the Court preliminarily finds, solely for  
purposes of the Settlement, that: (a) the Final Settlement Class is so numerous that joinder of all  
Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact

1 common to the Final Settlement Class that predominate over any individual questions; (c) the  
2 claims of the Plaintiff are typical of the claims of the Final Settlement Class; (d) Plaintiff and Class  
3 Counsel have fairly and adequately represented and protected the interests of the Final Settlement  
4 Class; and (e) a class action is superior to other available methods for the fair and efficient  
5 adjudication of the controversy.

6 6. Plaintiff Dale Firchow is hereby found to be, and is therefore appointed as, an  
7 adequate representative of the Settlement Class.

8 7. Plaintiffs' Co-Lead Counsel are hereby found to be, and are therefore appointed as,  
9 adequate Class Counsel: Hagens Berman Sobol Shapiro LLP, and Shepherd Finkleman Miller &  
10 Shah LLP.

11 8. The Court approves, as to form and content, the Mailed Notice and the Publication  
12 Notice annexed as Exhibits C and D, respectively, to the Addendum, as well as the Settlement  
13 Webpage (as defined in Paragraph 8.c. below). The Court finds that the mailing of the Mailed  
14 Notice, publication of the Publication Notice and establishment of the Settlement Webpage  
15 substantially in the manner and form set forth in this Order meet the requirements of Code of Civil  
16 Procedure Section 382, California Rule of Court 3.769 and due process. The foregoing is the best  
17 notice practicable under the circumstances and shall constitute due and sufficient notice to all  
18 Persons entitled to such Notice.

19 a. On or before **MAY 26, 2009** (i.e., four (4) calendar months following the  
20 date of entry of the Preliminary Approval Order), Citibank shall provide the Mailed Notice,  
21 substantially in the form annexed as Exhibit C to the Addendum and attached hereto as Exhibit J,  
22 to persons in the Settlement Class to the extent that: (i) such persons are, at the time the mailing  
23 will occur, current enrollees in the DEP who were converted by Citibank to the DEP from the Ford  
24 Card as of January 1, 1998; and (ii) Citibank is required, pursuant to Regulation Z, 12 C.F.R.  
25 Section 226.5(b)(2), to send a periodic statement in the month (or billing period) in which the  
26 mailing will occur. At Citibank's discretion, the Mailed Notice may be through a billing insert, a  
27 solo mailing, or a combination of the two. The Mailed Notice (as provided for in Paragraph D.3. of  
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1 the Agreement) will be mailed to the then-current address reflected in Citibank's DEP  
2 computerized account records. No skip tracing or re-mailing of returned mail will be required.

3           b.       In addition to the Mailed Notice, Citibank shall publish a summary notice,  
4 substantially in the form of the Publication Notice annexed as Exhibit D to the Addendum and  
5 attached hereto as Exhibit 2, once each in a Sunday edition of the Los Angeles Times, Bakersfield  
6 Californian, Sacramento Bee, San Diego Union Tribune, San Francisco Chronicle and San Jose  
7 Mercury News and once in the weekend edition of the West Coast edition of USA Today. The  
8 Publication Notice shall be published during the same calendar month or billing cycle in which  
9 Mailed Notice is provided by Citibank.

10           c.       Citibank shall create an Internet webpage (the "Settlement Webpage"),  
11 which will publish, and make available for downloading, the Mailed Notice and Proof of Claim,  
12 and provide information as to how Settlement Class Members may submit a Proof of Claim  
13 pursuant to the Settlement. The Settlement Webpage will be separate and distinct from, and not  
14 linked to, Citibank's webpage.

15           d.       On or before **SEPTEMBER 30, 2009**, Citibank shall file with the Court a  
16 declaration setting forth the details of the notice provided pursuant to this Order.

17       9.       The Proof of Claim, annexed as Exhibit E to the Addendum and attached hereto as  
18 Exhibit 3, is approved for distribution to Settlement Class Members. Settlement Class Members  
19 submitting a Proof of Claim must provide the information and/or documentation requested in the  
20 Proof of Claim, pursuant to Paragraphs E.2.b. and A.29. of the Agreement, demonstrating their  
21 status as Settlement Class Members. To be valid, a Proof of Claim must be: (i) fully completed;  
22 (ii) postmarked or submitted on or before **AUGUST 26, 2009** (i.e., seven (7) months following the  
23 date of entry of the Preliminary Approval Order and at least thirty (30) days prior to the Final  
24 Approval Hearing); and (iii) sent to the specific address specified in the Proof of Claim, Mailed  
25 Notice and Publication Notice.

26           a.       On or before **SEPTEMBER 30, 2009**, Citibank shall file with the Court a  
27 declaration setting forth the details of the claims administration, including, but not limited to, the  
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1 number of claims received, processed and/or denied and a breakdown of Settlement Class Members  
2 that elect to receive DEP Awards versus Thank You Awards.

3 10. If Settlement Class Members do not wish to participate in the Settlement Class,  
4 Settlement Class Members may exclude themselves. All requests by Settlement Class Members to  
5 be excluded from the Settlement Class must be in writing and postmarked by **AUGUST 26, 2009**  
6 (i.e., seven (7) months following the date of entry of this Preliminary Approval Order). Citibank  
7 shall provide a Post Office box for requests for exclusion and shall handle all requests for  
8 exclusion. If a Settlement Class Member wishes to be excluded from the Settlement Class, the  
9 Settlement Class Member's written request for exclusion must: (i) be signed by all account holders  
10 (including joint cardholders, co-applicants and authorized users); (ii) include the full name, address  
11 and Citibank account number(s) of the person requesting exclusion; and (iii) include the following  
12 statement "I/we request to be excluded from the class settlement in Firchow v. Ford Motor  
13 Company, et al., Los Angeles County Superior Court, Case No. BC287691." No request for  
14 exclusion will be valid unless all of the information described above is included. For any person in  
15 the Settlement Class who has more than one account, the exclusion request must specify each  
16 separate account. Citibank will retain a copy of all requests for exclusion and will, upon written  
17 request, provide a copy of any such requests to Class Counsel with the Citibank account number  
18 redacted. Class Counsel will keep any such opt out information confidential and use it only for  
19 purposes of determining whether a person has properly opted out. All persons in the Settlement  
20 Class who exclude themselves from the Final Settlement Class will not be eligible to receive any  
21 Settlement Payment, will not be bound by any further orders or judgments entered for or against  
22 the Final Settlement Class, and will preserve their ability to independently pursue any claims they  
23 may have against Citibank by filing their own lawsuit or arbitration at their own expense.

24 11. A hearing (the "Final Approval Hearing") shall be held on **OCTOBER 26, 2009**, at  
25 **9:00 a.m.**, in Department 311 of the Los Angeles County Superior Court located at 600 South  
26 Commonwealth Ave., Los Angeles, CA 90005, to determine whether the proposed Settlement  
27 should be approved as fair, reasonable and adequate, whether a judgment should be entered  
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1 approving such Settlement, and whether Class Counsel's application for attorneys' fees and for an  
2 incentive award to Plaintiff should be approved and, if so, what amounts should be awarded. The  
3 Court may adjourn the Final Approval Hearing without further notice to Settlement Class  
4 Members.

5 12. On or before **OCTOBER 15, 2009**, the Parties shall file all further documents in  
6 support of Final Approval of the Settlement, including the declarations on the details of notice and  
7 claims administration (referred to in Paragraphs 8.d. and 9.a. above), responses to objections and  
8 Class Counsel's application for attorneys' fees.

9 13. Any Settlement Class Member who has not previously opted out in accordance with  
10 the terms of this Agreement may appear at the Final Approval Hearing to argue that the proposed  
11 Settlement should not be approved. However, in order to be heard at the Final Approval Hearing,  
12 the Settlement Class Member must make any objection in writing and file it with the Court on or  
13 before **AUGUST 26, 2009** (i.e., seven (7) months following the date of entry of this Preliminary  
14 Approval Order and at least thirty (30) days prior to the Final Approval Hearing). The objection  
15 must also be mailed to each of the following, postmarked by the last day to file the objection:  
16 Class Counsel: James C. Shah, Shepherd, Finkelman, Miller & Shah, LLP, 35 E. State Street,  
17 Media, Pennsylvania 19063; and Lee M. Gordon, Hagens Berman Sobol Shapiro LLP, 700 S.  
18 Flower Street, Suite 2940, Los Angeles, California 90017; and Counsel to Citibank: Julia B.  
19 Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, 16th Floor, Los Angeles,  
20 CA 90067. Any Settlement Class Member who does not make his or her objections in the manner  
21 provided shall be deemed to have waived such objections and shall forever be foreclosed from  
22 making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and  
23 the judgment approving the Settlement.

24 14. Pending determination of whether the Settlement should be granted final approval,  
25 all proceedings in the Action as to Citibank are stayed until further order of the Court, except as  
26 may be necessary to implement the Settlement or comply with the terms of the Settlement.  
27 Pending determination of whether the Settlement should be granted final approval, the Settling  
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1 Parties agree not to pursue in the Action any claims or defenses otherwise available to them in the  
2 Action as relates to Citibank, and no Settlement Class Member, either directly, on a representative  
3 basis or in any other capacity, will commence or prosecute against any of the Released Persons any  
4 action or proceeding asserting any of the Released Claims. Nothing herein is intended to limit  
5 continued prosecution of the Action against Ford.

6 15. The Court retains jurisdiction to consider all further applications arising out of or  
7 connected with the proposed Settlement. The Court may approve the Settlement with such  
8 modifications as may be agreed to by the parties, if appropriate, without further notice to the Class  
9 Members.

10 IT IS SO ORDERED.

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DATED: 10/22/09

CARL J. WEST

Judge of the Los Angeles County Superior Court