

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

RAMONA EDERY, individually and on behalf of a  
class of similarly situated individuals,

Plaintiff,

v.

CITIBANK, N.A and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-14-538436

**NOTICE OF SETTLEMENT OF CLASS  
ACTION LAWSUIT**

**If, from April 3, 2013 through May 15, 2013, you participated in one or more telephone conversations with Citibank by dialing 800-745-1534 and Citibank recorded and/or monitored your call(s) without disclosing the recording and/or monitoring to you, you may be eligible to receive a cash payment estimated to be between \$350 and a maximum of \$2,500 from a class action settlement. This notice summarizes your rights and options, including how to submit a claim.**

A California Court has authorized this notice. This is not a solicitation from a lawyer and you are not being sued. Please read this notice carefully.

- A settlement has been reached in a class action about Citibank recording and/or monitoring calls made to (800) 745-1534 without disclosing the recording and/or monitoring to the callers. Citibank denies Plaintiff's allegations and denies that it violated any laws. The Court has not ruled on the merits of Plaintiff's claims or Citibank's defenses. By entering into the settlement, Citibank has not conceded the truth or validity of any of the claims against it.
- As a result of the settlement, you may be eligible for a payment. Settlement Class Counsel estimates that your payment could be between \$350 and a maximum of \$2,500, but the amount of the payment will depend on the total number of claims submitted by all members of the class.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way for you to receive a payment under the settlement. <b>See Question 8 below.</b>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Receive no benefit from the settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Citibank about the claims in this case. <b>See Question 12 below.</b>
<b>OBJECT TO THE SETTLEMENT</b>	Submit a written objection if you do not like all or part of the settlement. To obtain a benefit from this settlement, you must still submit a claim form. If you submit only an objection, you will be bound by the terms of the settlement, but will not receive a payment. <b>See Question 14 below.</b>
<b>COMMENT ON THE SETTLEMENT</b>	Attend the Court hearing and speak in Court about the fairness of the settlement. <b>See Questions 20 and 21 below.</b>
<b>DO NOTHING</b>	If you do nothing, you will not receive a payment from the settlement. You will also give up your rights to be part of any other lawsuit or to make any other claim against Citibank arising out of the Released Claims. <b>See Question 16 below.</b>

- These rights and options, **and the deadlines to exercise them**, are explained in this notice.
- The Court in this case still has to decide whether to approve the settlement. Payments will be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. This notice explains the lawsuit, the settlement and your legal rights.

The Superior Court of the State of California, County of San Francisco, is overseeing this case. The case is known as Ederly v. Citibank, N.A., Case No. CGC 14-538436. The person who filed the lawsuit is called the “Plaintiff” in this notice. The defendant is Citibank, N.A., called “Citibank” in this notice.

### 2. What is this lawsuit about?

The lawsuit claims that, between April 3, 2013 and May 15, 2013, Citibank improperly recorded or monitored calls made to its telephone number 800-745-1534 without disclosing to callers that the call was recorded and/or monitored.

The complaint in this lawsuit is posted on [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com), and contains all of the allegations and claims asserted against Citibank. Citibank denies Plaintiff’s allegations and denies that it violated any laws. The Court has not ruled on the merits of Plaintiff’s claims or Citibank’s defenses. By entering into the settlement, Citibank has not conceded the truth or validity of any of the claims against it.

### 3. Why is this a class action?

In a class action, a person called a “class representative” sues on behalf of people who have allegedly similar claims. Here, all of the people who have claims allegedly similar to the class representative are persons in the Settlement Class. A “Settlement Class Member” is a person who does not exclude him or herself from the Settlement Class.

### 4. Why is there a settlement?

The Court has not decided in favor of either Plaintiff or Citibank. Instead, both sides agreed to the settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The class representative and her attorneys think the settlement is best for everyone who is affected.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the settlement?

You are a person in the settlement class if, as a California resident, at any time from April 3, 2013 through May 15, 2013, you participated in one or more telephone conversations with Citibank by dialing telephone number 800-745-1534 and your call was recorded and/or monitored by Citibank without disclosure to you (the “Settlement Class”). If you received notice of the settlement from a postcard addressed to you, then you likely are part of the Settlement Class.

## THE SETTLEMENT’S BENEFITS

### 6. What does the settlement provide?

Citibank has agreed to establish a settlement fund of \$1,550,000.00. From this sum will be deducted approximately \$80,000 for the cost of notice and administration of the settlement and Settlement Class Members’ claims, up to \$516,677.00 for attorneys’ fees, up to \$15,000 for attorney expenses, and up to \$3,000.00 for a service award to Plaintiff, if approved by the Court. After payment of these sums, if approved by the Court, Settlement Class Counsel (as defined under Question 17 below) estimate that a Settlement Class Member who submits a valid claim form (“Claim Form”) may receive a cash award estimated to be between \$350 and a maximum of \$2,500.00, but the amount of the payment will depend on the total number of claims submitted by the members of the settlement class. Settlement Class Members may submit only one Claim Form regardless of the number of calls made to 800-745-1534 between April 3, 2013 and May 15, 2013. One year after the amounts described above have been paid by the settlement administrator, including all awards to settlement class members, if any funds remain unclaimed or unpaid (for example, from checks mailed to settlement class members but not cashed within 120 days), those remaining funds shall be distributed to one or more non-profit organizations (known as “*cy pres* recipients”) to be agreed upon jointly by Settlement Class Counsel and Citibank, and approved by the Court.

## 7. How do I receive a payment?

If you are a Settlement Class Member, you must submit a valid Claim Form to be eligible for a payment. See Question 8 below for instructions on how to submit a Claim Form.

## 8. How do I submit a Claim Form?

You can submit a Claim Form online or by mail. To submit a Claim Form online, visit [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com). To submit a Claim Form by mail, complete the Claim Form attached at the end of this notice, or you can also obtain a Claim Form by visiting [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com) or calling 1-877-844-0320. For your claim to be valid, your Claim Form must be completely and accurately filled out, in compliance with the instructions set forth in the Claim Form, and signed. You may only submit one Claim Form.

Claim Forms submitted online must be submitted by **no later than June 28, 2016**. Claim Forms submitted by mail must be postmarked **no later than June 28, 2016**, and must be mailed by First Class U.S. Mail (with any required postage) to:

Rust Consulting  
Citibank Class Action Settlement  
PO Box 2474  
Faribault, MN 55021-9174

If you fail to timely, accurately and completely submit a Claim Form, your claim will be rejected.

## 9. What happens after a Claim Form is submitted?

Rust Consulting (the "Settlement Administrator") will review all Claim Forms to determine if you are a Settlement Class Member and if your Claim Form is valid. If your Claim Form is approved, you will receive a check payment after the Court finally approves the settlement and that approval becomes Final as that term is defined in the Settlement Agreement. If the settlement is finally approved, you will be bound by all orders and judgments of the Court and you give up any right to sue Citibank about the issues and claims in this case.

## 10. What happens if a Claim Form is rejected?

If your Claim Form is rejected, you will be notified of the reason(s) why and will be given the opportunity to challenge the decision or cure any defect, and a deadline to do so. Any disputes regarding your Claim Form will be resolved by the Settlement Administrator after consulting with Settlement Class Counsel and the attorneys for Citibank. The decision of the Settlement Administrator will be final.

## 11. What am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will release Defendant from liability for all claims relating to the undisclosed recording or monitoring of telephone calls that you placed to 800-745-1534 at any time from April 3, 2013, through May 15, 2013. You will be unable to sue, continue to sue, or be part of any other lawsuit against Citibank that arises out of or relates in any way to the "Released Claims," including claims known and unknown and you will be bound by all decisions made of the Court. The full text of the Releases sections, including descriptions of the "Released Claims" and "Released Parties," of the Settlement Agreement is available at [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com) and is set forth in the Appendix at the end of this notice.

### EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want benefits from the settlement, and you want to keep the right to sue or continue to sue Citibank on your own about the issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class. If you exclude yourself, you are not a Settlement Class Member and will not receive any payment.

## 12. How do I exclude myself from the Settlement Class?

If you do not wish to be a Settlement Class Member, you may exclude yourself by writing to the Settlement Administrator. Your request must include the following:

- Your full name, address and telephone number;
- A statement that you want to be excluded from the settlement in Edey v. Citibank, N.A., Case No. CGC 14-538436; and
- Your signature.

You must mail your exclusion request, postmarked no later than July 28, 2016, to:

Rust Consulting  
Citibank Class Action Settlement  
PO Box 2474  
Faribault, MN 55021-9174

**13. If I don't exclude myself, can I sue Citibank for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Citibank for the claims that the settlement resolves. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit against Citibank.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

**14. How do I tell the Court that I don't like the settlement?**

If you are in the Settlement Class and do not exclude yourself, you can object to any part of the settlement, the settlement as a whole, Settlement Class Counsel's request for attorneys' fees and expenses and/or Settlement Class Counsel's request for a service award for Plaintiff. To object, you must submit a letter that includes the following:

- The name of this case, which is Ederly v. Citibank, N.A., Case No. CGC 14-538436;
- Your full name, address and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all attorneys who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the settlement or fee application; and
- Your signature or your attorney's signature, if you are represented by an attorney.

You must mail your objection by First Class U.S. Mail. Your objection must be postmarked no later than July 28, 2016, to:

Rust Consulting  
Citibank Class Action Settlement  
PO Box 2474  
Faribault, MN 55021-9174

Only Settlement Class Members may object to the settlement.

Even if you object, you must still submit a Claim Form to receive any monetary payment.

**15. What's the difference between objecting to the settlement and excluding myself from the Settlement Class?**

You object to the settlement when you wish to remain a Settlement Class Member and be subject to the settlement, but disagree with some aspect of the settlement. An objection allows your views to be heard in Court. And, you are entitled to receive a payment if the Court approves the settlement and if you timely submit a valid Claim Form.

In contrast, excluding yourself from the Settlement Class means that you are not a Settlement Class Member and do not want to be subject to the terms and conditions of the settlement. Once excluded, you lose any right to receive any settlement payment and/or to object to any aspect of the settlement because the case no longer affects you.

**IF YOU DO NOTHING**

**16. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment from the settlement. You will be giving up rights to be part of any other lawsuit or make any other claim against Citibank for the claims alleged in this case. The "Released Claims" included in the Settlement Agreement and in the Appendix to this notice describe the precise claims that you give up if you remain in the settlement. A copy of the Settlement Agreement is available at [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com).

## THE LAWYER REPRESENTING YOU

### 17. Do I have a lawyer in this case?

The Court has appointed a lawyer to represent you and others in the Settlement Class as “Settlement Class Counsel.” You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Counsel is:

Anthony J. Orshansky, Esq.  
CounselOne, P.C.  
Anthony@CounselOneGroup.com  
9301 Wilshire Blvd., Suite 650  
Beverly Hills, CA 90210

### 18. How will Class Counsel be paid?

No later than July 13, 2016, Settlement Class Counsel will file an application with the Court for an award of attorneys’ fees and expenses. In no event will Settlement Class Counsel seek more than \$516,667.00 for attorneys’ fees or more than \$15,000.00 for litigation expenses. The Court will determine the amount of attorneys’ fees and expenses to award, if any, and may consider several factors, including the number of claims submitted by Settlement Class Members. The attorneys’ fees and expenses awarded by the Court will be paid out of the settlement fund. Settlement Class Counsel’s application for attorneys’ fees and expenses will be posted at [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com). no later than July 13, 2016.

### 19. What is the award to the class representative?

The Court appointed Plaintiff, Ramona Edery, as class representative. Plaintiff will request an award of up to \$3,000.00 for her service as class representative. Any service award approved by the Court will be paid out of the settlement fund. The Court will determine the amount of the service award, if any.

## THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement and the request for attorneys’ fees and costs for Settlement Class Counsel and service award for Plaintiff (the “Final Approval Hearing”). You may attend and you may ask to speak, but you don’t have to.

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 10:30 a.m. on August 26, 2016 in Dept. 305 of the California Superior Court, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check for updates at [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com). At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will also consider whether to approve payment to the Settlement Administrator for notice and administrative expenses, any request by Settlement Class Counsel for attorneys’ fees and expenses, and a service award for Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 21. Do I have to attend the hearing?

No. You are not required to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. If you or your personal attorney want to attend the Final Approval Hearing, you and/or he/she are welcome to do so at your expense. If you submit a written objection, you may, but do not have to come to Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth above, the Court will consider it.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice summarizes the proposed settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at [www.californiacallrecordingsettlement.com](http://www.californiacallrecordingsettlement.com). You may also send your questions to Rust Consulting, Citibank Class Action Settlement, PO Box 2474, Faribault, MN 55021-9174, or call the toll-free number, 1-877-844-0320. You may also review the Court’s records in this case by visiting <http://sfsuperiorcourt.org/online-services> and using the “case number query” function and entering the case number 538436. **Please do not contact the Court, Citibank or Citibank’s Counsel for information.**

## APPENDIX

2.13 “Released Claims” means all claims to be released as specified in Section X of this Agreement. The “Releases” means all of the releases contained in Section X herein.

2.14 “Released Parties” means those persons and entities released as set forth in Section X herein.

### X. RELEASES

10.1 As of the Effective Date, Plaintiff and each Settlement Class Member who does not validly request exclusion from the Settlement, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries and successors, and all persons or entities acting for or on his or her behalf, shall be deemed to have fully and irrevocably released and forever discharged Citibank and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters that were alleged in the Action or that could have been alleged based on the facts alleged therein, including any claims, actions, causes of action, demands, damages, losses, or remedies relating to, based upon, resulting from, or arising out of the recording or monitoring of any and all calls made to 800-745-1534 during the Class Period (April 3, 2013 through May 15, 2013).

10.2 With respect to the Released Claims as defined in Section 10.1 above, Settlement Class Members who do not validly request exclusion from the Settlement expressly waive and fully, finally, and forever release any claims that they do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained therein, becomes effective. This Section constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Plaintiff and the Settlement Class Members who do not validly request exclusion from the Settlement understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members who do not validly request exclusion from the Settlement acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

10.3 Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of this Section, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Section. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this Section and that all of their claims in the Action shall be released, without regard to subsequent discovery of different or additional facts and subsequent changes in the law, and even if he/she never receives actual notice of the Settlement or never actually receives a distribution of funds or credits from the Settlement.

10.4 Nothing in this Agreement shall operate or be construed to release any claims or rights Citibank has to recover any past, present or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts, loans or any other debts with Citibank, pursuant to the terms and conditions of such accounts, loans, or any other debts. Nothing in this Agreement shall operate or be construed as modifying the terms of the Client Manual governing Plaintiff’s or Settlement Class Members’ accounts.