



CITY ATTORNEY DENNIS HERRERA

NEWS RELEASE

FOR IMMEDIATE RELEASE
MONDAY, AUGUST 22, 2011

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PHONE: (415) 554-4662

Herrera secures \$5 million settlement, consumer safeguards against BofA credit card subsidiary

Three-and-a-half-year-old case continues to win industry reforms nationwide to protect credit card holders in debt disputes

SAN FRANCISCO (August 22, 2011)—City Attorney Dennis Herrera today announced a major settlement agreement with the credit card subsidiary of the nation's largest bank, Bank of America, in his three-and-a-half-year-old litigation against a so-called "arbitration mill," which banks engaged to virtually assure they prevail over their credit card holders in binding arbitration proceedings. Herrera's suit sought injunctive relief and penalties. The settlement secures \$5 million for City taxpayers, and imposes tough, enforceable protections for California's credit card holders in their debt disputes with FIA Card Services.

Under the terms of Herrera's settlement noticed with the San Francisco Superior Court today, FIA will make a one-time settlement payment in the amount of \$5 million, and agree not to arbitrate consumer credit card collections in California for two years. The credit card subsidiary has also agreed to not use the National Arbitration Forum in arbitrations with its card holders for at least five years, and to refrain from enforcing unconfirmed arbitration awards obtained through NAF, which was among the nation's most notoriously anti-consumer arbitrators when Herrera filed his litigation in March 2008. FIA is also prohibited from barring consumer class actions challenging FIA's practices. Herrera won a preliminary injunction against FIA early in his litigation, in April 2008, to halt the company's practice of disclosing Social Security numbers and other private information of its customers in publicly available court records in San Francisco.

"This is a very significant settlement—not just because of its blockbuster dollar amount, but because it's another milestone in a case that has helped reform the credit card industry's abusive practices," said Herrera. "For most consumers in debt disputes, binding arbitration was a sham that never gave consumers a chance—and major banks knew it. Credit card holders were often also victimized by outrageous attorneys' fees and costs, which were illegally tacked onto arbitration awards against them. I'm very proud of a public interest lawsuit that continues to send a powerful message to the financial industry, and that has caused even the nation's largest financial institutions to reform their conduct."

Herrera initially filed his litigation against FIA Card Services and the National Arbitration Forum in March 2008 for violations of California's Unfair Competition Law. The litigation would soon after feature prominently in a *BusinessWeek* cover story entitled "Banks vs. Consumers (Guess Who Wins)," in June 2008, which relied on key facts from San Francisco's case, including statistics showing that

[MORE]

consumers prevailed in just 30 cases out of more than 18,000 arbitrations brought by businesses that went to a hearing—less than two-tenths of one percent.

In July 2009, the National Arbitration Forum announced that it would cease handling consumer credit card arbitration matters after a state attorney general followed Herrera's lead in filing a separate consumer protection case. A month later, Bank of America agreed to drop its longstanding requirement that consumers with credit card disputes enter into binding arbitration. That change by the nation's largest bank freed millions of credit card consumers from binding arbitration requirements, enabling them to pursue civil actions in neutral courts. Herrera's case remains in active litigation with NAF, which his office continues to pursue for financial penalties and other relief.

The City Attorney's case is: *People of the State of California v. National Arbitration Forum, Inc.; FIA Card Services et al*, San Francisco Superior Court No. 473-569, filed March 24, 2008.

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SETTLEMENT AGREEMENT AND RELEASE

Plaintiff the People of the State of California, by and through City Attorney Dennis J. Herrera ("People") and Defendant FIA Card Services, N.A. ("FIA"), collectively the "Parties," do hereby enter into this Settlement Agreement and Release (the "Agreement"), with reference to the following facts:

RECITALS

- A. There is pending in the Superior Court of California for the County of San Francisco a civil action entitled THE PEOPLE OF THE STATE OF CALIFORNIA, acting by and through City Attorney Dennis J. Herrera v. NATIONAL ARBITRATION FORUM, INC.; FIA CARD SERVICES, N.A., et al., California Super. Ct., County of San Francisco, Case No. CGC-08-473569 ("Action"). The People initiated the Action by filing a complaint on March 24, 2008 ("Complaint") asserting claims against FIA and other defendants pursuant to California's unfair competition law ("UCL"), Business & Professions Code §§ 17200, *et seq.* On September 9, 2008, FIA filed its Answer to Plaintiff's Complaint ("Answer"). On April 16, 2010, Plaintiff filed its First Amended Complaint ("FAC"). The Parties stipulated that FIA's Answer to the Complaint would be deemed FIA's Answer to the FAC. The FAC also asserts claims against Defendants National Arbitration Forum, Inc., National Arbitration Forum, LLC, and Dispute Management Services, LLC D/B/A Forthright (collectively referred to herein at "NAF"). The Complaint and FAC are referred to collectively herein as the "Complaint."
- B. The People allege in the Complaint that FIA's consumer cardholder agreements contained an arbitration clause that required California consumers to adjudicate disputes with FIA in an arbitration forum. The People allege that FIA selected NAF as the arbitration forum, and that NAF was biased in favor of FIA and against consumers. The People also allege that, during the arbitration of claims at NAF, FIA allegedly engaged in a number of business practices, each described in the Complaint, that the People contend were unfair. The People also allege that FIA's collection vendors and NAF may have shared common ownership. Finally, the People allege that FIA disclosed personal consumer information, including social security numbers, in court pleadings filed in California courts to enforce NAF arbitration awards.
- C. Based on the allegations of the Complaint as outlined above, the People assert that FIA is liable for unfair business practices under the UCL, Cal. Bus. and Prof. § 17200. The People sought and obtained preliminary injunctive relief preventing FIA from further disclosure of private consumer information in court files, and seek permanent injunctive relief prohibiting FIA from engaging in the alleged acts and practices alleged in the Complaint and FAC. The People also seek costs and civil penalties for each alleged violation of the UCL.
- D. FIA denies the allegations asserted by the People in the Action, and denies that it has any liability to the People arising from the Complaint or the Action. FIA also contends that the Action is preempted by federal law.

- E. On March 3, 2011, the People and FIA participated in a mediation before the Hon. James Warren (Ret.) at JAMS in San Francisco. The Parties were represented by counsel of record, and FIA representatives also were present. Pursuant to the term sheet agreed at mediation, and in order to eliminate the cost, burden and uncertainty of litigation and trial, the Parties hereto now agree to settle all of the People's claims against FIA asserted in the Complaint and the Action, on the terms and conditions set forth below.

WHEREFORE, in consideration of the promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date.

This Agreement shall become effective on the last date of full execution of this Agreement by all Parties.

2. Consideration.

2.1 The People's Obligations.

Within ten (10) business days of the Effective Date of this Agreement, and provided that the payment referenced below in paragraph 2.2(a) has been fully and timely made, the People shall file a request for dismissal of the Action with prejudice, in the form of Exhibit A attached hereto. The parties agree that the preliminary injunction entered by the Court in this Action on April 30, 2008 is dissolved at the time of the filing of Exhibit A. Each side shall bear its own fees and costs. The People agree that FIA's payment set forth below is, and shall be referred to publicly as, a settlement payment for release of claims pleaded against FIA, including the People's costs of investigating and prosecuting those claims.

2.2 FIA's Obligations.

- (a) Within five (5) business days of the Effective Date of this Agreement and receipt from Plaintiff of payment instructions in writing, FIA shall make a one-time settlement payment in the amount of \$5 million ("Settlement Payment") payable to "The City and County of San Francisco" in payment for release of all claims alleged in the Complaint and the Action against FIA.
- (b) FIA agrees not to arbitrate California consumer credit card collection disputes for 2 years from the Effective Date of this Agreement. FIA also shall not use NAF (as defined herein above) to arbitrate California consumer credit card collection disputes for 5 years from the Effective Date of this Agreement.
- (c) FIA agrees not to enforce any unconfirmed arbitration awards obtained by FIA in a NAF arbitration of a California consumer credit card collection action rendered after January 1, 2007. For avoidance of doubt, FIA will retain the right to pursue collection of any California consumer credit card

debt in litigation and through other debt collection activity (except as otherwise provided herein) without reliance on a NAF award.

- (d) FIA agrees not to include any class action waiver provision in a California consumer credit card agreement for 2 years from the Effective Date of this Agreement.
- (e) FIA agrees not to seek to collect any attorneys fees associated with any arbitration award entered by NAF related to a California consumer credit card collection dispute. For avoidance of doubt, to the extent that any California consumer credit card-holder is subject to an existing court judgment or order requiring payment to FIA, or has entered into a payment plan with FIA, FIA may continue to accept or to try to collect payments as prescribed in the payment plan or provided for by court order except for any attorneys fees described in this sub-paragraph 2.2(e).
- (f) In the event that FIA sells the account of any California consumer credit card holder against whom an arbitration award was rendered by NAF, FIA agrees that the contract of sale will specify that the buyer may not under any circumstances collect any portion of the account that contains an NAF-awarded attorney's fee. The People agree that FIA will not be responsible for enforcing this provision of any contract of sale with such debt purchasers, and further will not be liable for any such debt purchaser's failure to abide by the contract of sale.
- (g) (i) By no later than September 30, 2011, FIA will spend up to \$750,000 to redact private consumer information placed in public California court files in filings by FIA or its counsel by filing or attempting to file a motion to redact all private consumer information from affected case files identified by FIA's redaction counsel and by taking such further steps as are needed to implement any court orders granting FIA's motion or motions to redact private consumer information from affected case files. As used herein:

(1) "Private consumer information" means a consumer's Social Security Number, active FIA account number, and/or consumer's mother's maiden name if listed with the consumer's Social Security Number or active FIA account number.

(2) An "attempt" to file a motion means an attempt which was precluded because, for example, a clerk refused to accept the filing, the matter was closed, or for some other reason beyond control of FIA or its redaction counsel.

(3) "Redact" means to render selected information unreadable or inaccessible to the public.

(4) "Redaction counsel" shall mean counsel FIA has retained to assist with the redaction efforts.

(ii) On or before October 30, 2011, FIA, through its redaction counsel, will provide a report to the People describing FIA's redaction efforts. The report shall: list all cases identified for redaction due to the presence of private consumer information; list all cases in which private consumer information was redacted; and, of the cases identified for redaction, list all cases where private consumer information was not redacted. For a case where such redaction was not possible, FIA, through its redaction counsel, will provide an explanation for why redaction was not possible, as well as copies of the motions filed, and any orders entered denying motions to redact. FIA's redaction attorney shall confirm in the report either (1) that the \$750,000 fee cap was reached, or (2) that a good faith effort was made to identify all affected cases, redact the files identified, and otherwise complete the redaction by September 30, 2011. Provided that FIA has performed the obligations set forth in Paragraph 2.2(g)(i), delivery of the report, motions and orders shall fully discharge and extinguish FIA's obligations under this sub-paragraph 2.2(g) and the People will not be entitled to demand further action or further redaction efforts.

2.3 Disposition of Confidential or Highly Confidential Material.

All material produced in the Action by either of the Parties hereto and designated Confidential or Highly Confidential shall be returned to the Producing Party or shall be certified to have been destroyed in accordance with the terms of the Stipulation and Protective Order ("Protective Order") entered in this action on February 23, 2009. Prior to the final disposition of the Action, the Parties shall treat all material designated Confidential or Highly Confidential in accordance with the terms of the Protective Order.

Notwithstanding the foregoing, the People agree to destroy or return to FIA all documents produced by FIA within sixty (60) days of the Effective Date of this Agreement, except for those items listed by bates range on Exhibit B, attached hereto and made a part of this Agreement.

3. Release.

(a) Released Parties. Except for the rights, duties and obligations set forth in this Agreement, the People, for themselves and their agents, servants, employees, representatives, assigns, joint venturers, partners and attorneys, and each of them, do hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge FIA and each of its current, former and future parents, affiliates, subsidiaries, divisions, subdivisions, departments, or other organizational units of any kind doing business under their own names or doing business under any other names, any entity now or in the past controlled by, controlling, or under common control with any of the foregoing, and each of their respective officers, directors, shareholders, members, owners, partners, joint venturers, principals, trustees, creditors, agents, servants, employees, insurers, representatives, predecessors, successors, assigns, and attorneys

(collectively, "Releasees"), of and from any and all Released Claims. For avoidance of doubt, Releasees include, but are not limited to, FIA, Bank of America Corporation, Bank of America, N.A., MBNA America Bank, N.A., and FleetBoston Financial Corp. For avoidance of doubt, and notwithstanding any of the foregoing, Releasees do not include NAF or its agents, servants, or employees.

(b) Released Claims. The term Released Claims includes all claims, demands, causes of action, rights, offsets, suits, damages, liens, costs, losses, expenses and liabilities of any kind, whether known or unknown, for any relief whatsoever, including monetary, injunctive, or declaratory relief, rescission, general, special, and punitive damages, as well as any and all claims for penalties, attorneys' fees, costs or expenses, arising out of or relating in any way to the facts and claims asserted in the Complaint or the Action. Released Claims as to the Releasees include, but are not limited to, any and all public enforcement claims brought on behalf of the People pursuant to Business & Professions Code §§ 17200, *et seq.*, and arising from the allegations of the Complaint, including claims arising out of FIA's prior use of NAF to arbitrate disputes or enforcement of awards or judgments arising out of NAF awards, any alleged common ownership between NAF and its affiliates and any of FIA's agents, FIA's pursuit of or calculation of attorney fees in connection with credit card collections, FIA's alleged use of unlicensed attorneys in connection with collection matters, the disclosure of FIA customer information in court files, alleged *ex parte* contacts by FIA or its agents with NAF or NAF arbitrators, FIA's alleged use of outdated addresses for service of process, FIA's adoption or enforcement of any class action waiver provision in its credit card agreements, FIA's alleged attempts to recover stale debts from consumers outside the relevant limitations periods, FIA's alleged use of inaccurate and defective affidavits in credit card arbitration proceedings, and the existence of NAF awards and/or judgments entered thereon, as well as any past conduct related to those judgments or awards.

For the purpose of implementing a full and complete release of the Released Claims, Plaintiff expressly acknowledges that the release given in this Agreement is intended to include in its effect, without limitation, all demands, controversies, claims and defenses of which Plaintiff does not know or suspect to exist in the People's favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of the Released Claims and contemplates the extinguishment of any such unknown claims relating to the Released Claims. In furtherance of this settlement, the People hereby expressly waive any and all rights they may have under California Civil Code section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in her or her favor at the time of executing the release, which if known by him or her must have materially affected her or her settlement with the debtor.

(c) Non-Released Claims. The parties understand that the People are providing a specific release of the Released Claims and not a general release of all claims. For avoidance of doubt, the term Released Claims is a specific release as defined herein and shall not include any of the following:

- Any municipal or state tax claims or liabilities;
- Any criminal liability;
- Any state or municipal administrative, civil, or government claim not covered by the definition of Released Claims set forth in Paragraph 3(b), above;
- Any claims against Legal Vendors for activities wholly unrelated to Releasees (“Legal Vendors” means Frederick J. Hanna and Associates; Hanna & Zwicker; Mann Bracken, LLP; NCO Financial Systems, Inc.; Phillips & Cohen Associates, Ltd.; Wolpoff & Abramson, LLP; Axiant LLC; and Zwicker & Associates, P.C.); and
- Any violations of law occurring after the Effective Date of this Agreement.

The Parties further acknowledge that this release does not in any way relieve the Parties of the obligation to abide by each and every term of this Agreement nor impair their ability to enforce this Agreement as provided in Paragraph 8.4. Further, this release does not deprive the People from seeking any relief for failure to comply with the terms of this Agreement.

4. Third Party Beneficiaries.

It is expressly acknowledged and agreed to by the Parties that all Releasees that are not parties to the Action are intended to be and are Third Party Beneficiaries to this Agreement.

5. Authority.

The Parties hereto represent and warrant to each other that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein. If this representation is false or inaccurate, and any claim or matter is asserted against a party by anyone who is the assignee or transferee of such a claim or matter, then the party who assigned or transferred such claim or matter shall fully indemnify, defend, and hold harmless the party against whom such claim or matter is asserted and its successors from and against such claim or matter.

6. No Admission of Liability.

Each of the Parties understands and agrees that this Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by FIA of any liability of any kind.

7. Notices.

Any notice or communication required under this Agreement shall be effective when received and sufficient if given in writing, and shall be addressed as follows:

For The People:

Christine Van Aken
Office of the City Attorney
1390 Market Street, 7th Floor

San Francisco, CA 94102
Ph. (415) 554-3875

For FIA:

Mary J. Hackett
REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Ph. (412) 288-3131

8. General Provisions.

8.1 Attorneys' Fees and Costs.

The Parties hereto shall bear their own fees, costs and expenses incurred in connection with the disputes between the Parties which are the subject of, or related to, this Agreement including, without limitation, the negotiation, drafting and consummation of this Agreement.

8.2 Further Cooperation and Forbearance From Discovery.

The Parties hereto agree to execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Agreement, and shall promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Agreement. In order to accomplish the Parties' objective of resolving all disputes between them, the Parties agree to withdraw and abandon all discovery requests and subpoenas they have served on each other, including requests served on third party Releasees. Notwithstanding the foregoing, the People do not agree to withdraw and abandon discovery requests and subpoenas they have served on Legal Vendors for activities wholly unrelated to Releasees. To the extent the People continue to litigate the Action against non-released entities, the People agree to use best efforts to avoid seeking further discovery from any Releasees, and agree that to the extent such discovery is necessary, Releasees shall be treated as non-parties.

8.3 Entire Agreement.

This Agreement is intended by the Parties as a final expression of their agreement and understanding concerning the subject matter hereof and is intended as a complete statement of the terms and conditions of their settlement, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, have been made by any party hereto.

8.4 Choice of Law, Enforcement and Forum Selection

This Agreement is being executed in the State of California, and it shall be deemed to be made under, and shall be interpreted in accordance with, the internal laws of the State of California. The Parties agree that, in the event of any dispute concerning this Agreement, suit may be brought only in the Superior Court of California for the County of San

Francisco. To the extent possible, the parties stipulate that the matter shall be assigned to the Complex Litigation Department. To the extent possible, the Parties agree that the Superior Court for the County of San Francisco shall have continuing jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure § 664.6. The Parties agree, prior to dismissal of this Action, to request orally or in a signed writing to the Court pursuant to Code of Procedure § 664.6 that the Court retain jurisdiction. For avoidance of doubt, once the foregoing request for retention of jurisdiction has been made, FIA's obligation to request retention of jurisdiction shall be satisfied without regard to the Court's disposition of the request, and all aspects of the Agreement including the dismissal of the Action with prejudice will remain in full force and effect.

8.5 Legal Advice.

Each party has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Agreement and all other matters contained herein.

8.6 Investigation.

The Parties hereby acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice; that they have read this Agreement and have had it fully explained to them by such counsel; and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

8.7 Voluntary Agreement.

The Parties each acknowledge that they have relied wholly upon their own judgment, belief and knowledge with respect to the existence, nature and extent of each claim, dispute, demand or cause of action and that they have not been influenced to any extent in entering into this Agreement by any representation or statement regarding such claim, demand, or cause of action made by the other parties other than as set forth in this Agreement. The Parties execute this Agreement voluntarily and with full knowledge of its significance, and with the express intention of effecting the extinguishment of any and all obligations and claims as specified herein.

8.8 Binding on Successors.

This Agreement and the covenants and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assignees and successors-in-interest of the Parties hereto.

8.9 Waiver, Modification and Amendment.

No provision of this Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other

provision hereof. This Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by all of the Parties.

8.10 Merger and Integration.

This Agreement constitutes a single, integrated written contract expressing the entire agreement relative to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth therein. All prior discussions and negotiations, whether written or oral, have been and are merged and integrated into, and are superseded by, such integrated written agreement.

8.11 Severability.

The parties hereto represent and warrant that this Agreement is enforceable and not in violation of law or public policy. If any part of this Agreement is determined by any court to be void or otherwise invalid or unenforceable, however, such invalid, void or unenforceable portion shall be deemed to be separate and severable from the balance of this Agreement, which shall be given full force and effect as though the void, invalid or unenforceable provision had never been a part of this Agreement.

8.12 Construction.

In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such party solely by reason of such party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise.

8.13 Execution in Counterparts.

This Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties.

8.14 Faxed Signatures.

Faxed and/or electronically scanned signatures shall be deemed originals.

8.15 Headings or Captions.

Headings or captions contained in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

DATED: _____

Plaintiff the People of the State of California, by
and through City Attorney Dennis J. Herrera

By: _____

Name:

Deputy City Attorney

DATED: 8/18/2011

Defendant FIA CARD SERVICES, N.A.

By: 

Name: Jennifer M. Hahn

Title: SVP

APPROVED AS TO FORM:

DATED: _____

By: _____

Name:

Deputy City Attorney

Attorneys for Plaintiff PEOPLE OF THE STATE
OF CALIFORNIA by and through San Francisco
City Attorney Dennis J. Herrera

EXHIBIT A

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dennis J. Herrera (SBN 139669) Office of the City Attorney 1390 Market Street, 7 th Floor San Francisco, CA 94102 TELEPHONE NO.: (415) 554- FAX NO. (Optional): (415) 554-3985 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff, The People of the State of	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF/PETITIONER: The People of the State of California DEFENDANT/RESPONDENT: National Arbitration Forum, Inc. et al.	
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify) : BUSINESS TORT	CASE NUMBER: CGC-08-473569
- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name) on (date):
- (4) Cross-complaint filed by (name): on (date):
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):* **All Claims Against FIA Card Services, N.A.**

2. (Complete in all cases except family law cases.)

Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date:

Dennis J. Herrera, City Attorney

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

▶ _____

(SIGNATURE)

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

▶ _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:

** If a cross-complaint - or Response (Family Law) seeking affirmative relief- is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date):
- 5. Dismissal entered on (date): as to only (name):
- 6. Dismissal **not entered** as requested for the following reasons (specify):
- 7. a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: The People of the State of California	CASE NUMBER:
DEFENDANT/RESPONDENT: National Arbitration Forum, Inc., et al.	CGC-08-473569

Declaration Concerning Waived Court Fees

The court has a statutory lien for waived fees and costs on any recovery of \$10,000 or more in value by settlement, compromise, arbitration award, mediation settlement, or other recovery. The court's lien must be paid before the court will dismiss the case.

- 1. The court waived fees and costs in this action for (name):
- 2. The person in item 1 (check one):
 - a. is not recovering anything of value by this action.
 - b. is recovering less than \$10,000 in value by this action.
 - c. is recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
- 3. All court fees and costs that were waived in this action have been paid to the court (check one): Yes

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

Dennis J. Herrera, City Attorney

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

(SIGNATURE)

EXHIBIT B

- Documents originally produced in the Ross litigation and which reference NAF: FIA000001 - FIA005466; FIA06197 - FIA006245
- Select documents concerning business practices of Legal Vendors: FIA006302 - FIA006312, FIA006417 - FIA006453, FIA006495 - FIA006498, FIA006553 - FIA006572, FIA006612 - FIA006641
- Specific FIA contracts with vendors: FIA006668 - FIA006773; FIA006831 - FIA006861; FIA006946 - FIA007215; FIA007220 - FIA007418
- Privacy policies transmitted to vendors, and exemplars of policies communicated to California consumers: FIA006774 - FIA006791; FIA007685 - FIA007709; FIA7748 - FIA007749; FIA010131 - FIA010149
- Sample cardholder agreements: FIA005467 - FIA006196
- Communications with NAF: FIA006246 - 47; FIA006281 - FIA006292
- Documents concerning Mann Bracken's efforts to redact private consumer information placed in public court filings: MB0001 - MB1116