

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO**

CONNIE STICKLES, et al.  
Plaintiffs,

Civil Case No. 981289

vs.  
FORD MOTOR CREDIT COMPANY  
Defendant. \_\_\_\_\_/

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**NOTICE TO PERSONS WHO PAID LATE FEES TO FORD MOTOR CREDIT COMPANY  
ON VEHICLE LEASES AFTER SEPTEMBER 24, 1992**

Your rights may be affected by the above-entitled lawsuit which is pending in the San Francisco Superior Court (the Court). The lawsuit has been certified as a class action, and the Court has tentatively approved a settlement. This notice explains how the settlement may affect your rights and what you can do about it.

**The Lawsuit.** The lawsuit was brought by Connie Stickles and others on behalf of the class defined below. The lawsuit alleges that from September 24, 1992 to the present, defendant Ford Motor Credit Company ("Ford Credit") has charged lessees who make late payments on their vehicle leases late payment fees exceeding those permitted by law. The lawsuit alleges that the excessive late payment fees violate the federal Consumer Leasing Act as well as various state law restrictions on the amounts that can be charged as late fees in vehicle leases or as liquidated damages.

Ford Credit denies the lawsuit's claims and denies that it charged lessees more than legally allowed.

**The Class.** The court has certified a plaintiff class in the lawsuit. The plaintiff class includes all persons in the United States (including the District of Columbia) but excluding Maine and Oklahoma, who at any time after September 24, 1992 entered into a motor vehicle lease for which Ford Credit either directly or by assignment from a dealer, provided retail lease financing; and who (1) made one or more required lease payments after the payment due date; (2) were thereafter charged late fees by Ford Credit; (3) paid those late fees and (4) are not subject to counterclaims from Ford Credit.

**The Proposed Settlement.** The parties have reached a proposed settlement of this action, which the attorneys for the plaintiff class believe is fair, reasonable, adequate and in the best interests of class members. The proposed settlement provides:

Ford Credit will pay Eligible Ford Credit Class Members who submit timely and adequate claims a sum equal to 36.25% of the total amount of late fees they paid Ford Credit under Eligible Leases between September 24, 1992 and March 1, 2002. For example, an Eligible Class Member who paid Ford Credit a \$30 late fee in 2001 and submitted a timely and adequate claim would be entitled to receive a refund of \$10.88 under the settlement. An Eligible Class Member who paid Ford Credit late fees of \$100 in 2000, and submitted a timely and adequate claim would be entitled to receive a refund of \$36.25. In no event will Ford Credit pay out more than \$80 million in late fee refunds under the settlement.

An Eligible Class Member is a member of the Plaintiff Class who paid one or more late fees under Eligible Leases, submits a timely and adequate claim, and does not owe Ford Credit any sum under a terminated lease. An Eligible Lease is one that was assigned to Ford Credit.

Under the settlement, Ford Credit has also agreed to pay the cost of sending this notice, and or receiving, processing and paying class members' claims.

**Releases.** In return for the payments described above, members of the plaintiff class will release (give up) all claims against Ford Credit or any prior or later holder of the motor vehicle lease, under the Consumer Leasing Act, state personal property or motor vehicle leasing laws, state liquidated damage laws, or state common law rules, for any disclosures or non-disclosures in connection with, or the charging or collection of any monies for, any fee or other charge for delinquency, default or late payment in connection with a Covered Lease. This settlement does not apply to any late payments which might be charged and collected by Ford Motor Credit Company after March 1, 2002.

**Attorney's Fees.** The settlement agreement provides that, subject to court approval, in addition to the amounts payable to class members, Ford Credit will pay \$7,000,000 to plaintiffs' attorneys, Friedman, Collard, Cutter & Panneton, Shipman & Goodwin, and Rawlings & Associates, as attorneys' fees and costs for their work in this case, including their fees and costs in implementing the settlement agreement.

**How to Make a Claim.** *Only members of the plaintiff class who submit a written claim so it is postmarked by November 22, 2002 will be eligible to receive a refund under the settlement.* If you received a mailed copy of this Notice, a claim form is attached. Otherwise, you may call 800-414-8129 to obtain a copy of a claim form.

Mail the signed and completed claim form to: *Stickles* Class Action Settlement, P. O. Box 808054, Petaluma, CA 94975-8054. Claim forms postmarked after November 22, 2002 will not be considered.

Ford Credit reserves the right to challenge any submitted claim on the grounds that the claimant did not pay a late payment fee under an Eligible Lease or the claim is otherwise improper or excessive.

Approved claims will be paid after court approval of final settlement and processing of all claims forms.

**Request for Exclusions from the Class.** Under California law, you have the right to be excluded from the class. If you wish to be *excluded* from the class, you must mail a letter or postcard so that it is received no later than September 8, 2002 to *Stickles* Class Action Settlement, P.O. Box 808054, Petaluma, CA 94975-8054. The letter or postcard must clearly state your full name, social security number, current mailing address, and phone number and state that you wish to be excluded from the class in *Stickles v. Ford Motor Credit Company*.

If you choose to be excluded from the class, you will be barred from participating in the settlement of this lawsuit and will not receive a refund, if the settlement is approved. However, you will not be bound by any such judgment and your rights will have not have been affected in any way by this lawsuit or the settlement.

*Do not send in a postcard or letter requesting exclusion if you wish to remain a class member or file a claim for a refund under the settlement.*

**Hearing On Settlement And Fee Application.** On September 20, 2002 at 10:30 a.m. in Department 1 of the San Francisco Superior Court Annex at 575 Polk St., San Francisco, CA, the Court will hold a hearing to consider (a) whether the tentative settlement summarized above is fair, reasonable, adequate, and in the best interests of the plaintiff class, (b) whether to approve the settlement agreement's provisions with respect to amounts to be paid to plaintiff's attorney's fees and costs, and (c) whether plaintiffs and their attorneys have fully, fairly and adequately represented the plaintiff class in the action and in negotiating the settlement. The time and date of the approval hearing may be changed by court order without further notice to the class.

**Objections.** If you do *not* request exclusion, you may object to the proposed settlement. You may also move to appear in the action.

If you wish to object, you must mail a written objection, stating what you object to and why. The objection must state your name and address and the lease number or other identifying information about your lease that was assigned to Ford Credit.

You or your personal attorney may attend the settlement hearing and state your support or objection orally, but you are not required to do so. If you wish to attend the hearing and orally state your opinion, your written objection must state "I intend to appear at the hearing." Only class members, or their attorneys, who have submitted a timely written objection, will have their objections considered, by the Court, or be heard at the final hearing on approval of the settlement. To be considered, a written objection must be mailed no later than September 20, 2002, to each of the following addresses:

Friedman, Collard, Cutter & Panneton  
7750 College Town Drive, Suite 300  
Sacramento, CA 95826

*Stickles v. FMCC*, No. 981289  
San Francisco Superior Court  
400 McAllister Street  
San Francisco, CA 94102-4514

**More Information.** If you wish additional information about this notice or the settlement, you may examine the Court's file on the case at the address shown above or you may contact the plaintiffs' attorneys in writing, or by facsimile, at:

*Stickles* Settlement  
Friedman, Collard, Cutter & Panneton  
7750 College Town Drive, Suite 300  
Sacramento, CA 95826  
Facsimile: (916) 381-7048

Please note: DO NOT MAIL CLAIMS FORMS TO THIS ADDRESS.

**PLEASE DO NOT WRITE, PHONE OR FAX THE COURT FOR ADDITIONAL INFORMATION.**