

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

ADOLPH JOSEPH TRINIDAD, Individually, on behalf of the general public and on behalf of others similarly situated, and RICARDO MENDEZ, individually, on behalf of the general public and on behalf of others similarly situated

Plaintiffs,

v.

GLENDALE NISSAN/INFINITI INC. d/b/a GLENDALE NISSAN, and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: BC 323867

**CLASS ACTION**

**SECOND NOTICE TO CLASS MEMBERS  
WHO DID NOT PREVIOUSLY RECEIVE  
NOTICE AND CLAIM FORMS**

Action Filed: November 1, 2004

TO: The persons who between November 1, 2000, and August 31, 2007, purchased a vehicle from Glendale Nissan and had the price of their vehicle on Line 1.A.1. of the Retail Installment Sales Contract increased to accommodate either the payoff of a then existing lease balance or negative equity associated with a trade-in vehicle.

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION AND YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT FUNDS TO BE PAID AS A RESULT OF THE PROPOSED SETTLEMENT DESCRIBED BELOW.**

The purpose of this Notice is to inform you of a proposed settlement of a class action lawsuit (the "Class Action" or "Litigation") known as *Trinidad v. Glendale Nissan*, pending before the Honorable Paul Gutman in the Superior Court for the State of California, County of Los Angeles (the "Court"). You are receiving this Notice because the records of Glendale Nissan indicate that you purchased a vehicle from Glendale Nissan during the Class Period and, therefore, you may fall within the class definition. This Notice is given under California law and by order of the Court.

Additionally, this Notice is to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed settlement. The proposed settlement, the terms of which are summarized in this Notice, is contained in a Stipulation of Settlement dated September 1, 2007, and Amendment that has been filed with the Court. The hearing to consider whether the proposed settlement should be approved (the "Settlement Hearing") will be held on June 27, 2008 at 8:30 a.m. in Department 34 of the Court, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012.

**I. THE CLASS**

You may be a member of the class and entitled to share in the proceeds of the settlement as described below if you fit within the following definition (the "Class"):

The persons who between November 1, 2000, and August 31, 2007, purchased a vehicle from Glendale Nissan and had the price of their vehicle on Line 1.A.1. of the Retail Installment Sales Contract increased to accommodate either the payoff of a then existing lease balance or negative equity associated with a trade-in vehicle.

## II. THE LITIGATION

### A. Summary of the Litigation

This settlement concerns Glendale Nissan's practice of increasing the cash price on Line 1.A.1. of the Retail Installment Sales Contract ("RISC") to an amount that was more than the Manufacturer's Suggest Retail Price ("MSRP") because a consumer had negative equity in or was upside-down in his trade-in vehicle, which means he owed more on his trade-in vehicle than it was worth, or had a balance remaining on his leased vehicle. Plaintiffs allege this practice was illegal. Plaintiffs' complaint ("Complaint") contains allegations that this practice violates the (i) Consumers Legal Remedies Act, Civil Code § 1750 *et seq.*; (ii) Unfair Competition Law, Business and Professions Code § 17200 *et seq.*; and (iii) Automobile Sales Finance Act, Civil Code § 2985.7, *et seq.* By agreement the lawsuit was certified to proceed on a settlement basis on behalf of a class as defined above.

Plaintiffs' lawsuit also alleges that other misrepresentations were made by Defendant in connection with the purchases of the vehicle from Defendant: (1) Defendant used an illegal Addendum Rescission Agreement, (2) failed to itemize deferred down payments properly, (3) engaged in bait and switch tactics, (4) forced Plaintiff Ricardo Mendez to enter into a second purchase contract when legally he was not required to do so, and (5) sued Plaintiff Adolph "Joe" Trinidad in small claims court when he had a legitimate defense to the contract. Plaintiffs contend that this alleged conduct violated the Automobile Sales Finance Act, the Consumer Legal Remedies Act, and the Unfair Competition Law, and caused Plaintiffs and other consumers to suffer damages. The Complaint seeks damages, restitution, and injunctive relief on behalf of Plaintiffs and Class Members.

Defendant alleges that its conduct was lawful and, therefore, its practices are not actionable by Plaintiffs and all members of the class and that neither Plaintiffs nor any member of the class suffered any actionable damages.

### B. Class Representative and Class Counsel

The Court has appointed Adolph "Joe" Trinidad and Ricardo Mendez to act as class representatives. The following law firm acts as counsel for the class ("Class Counsel"):

ROSNER & MANSFIELD, LLP  
Hallen D. Rosner  
Gregory T. Babbitt  
10085 Carroll Canyon Road, Suite 100  
San Diego, California 92131  
Telephone: 858-348-1005

## III. SETTLEMENT TERMS

If you fall within the definition of the class as set forth above (and by receiving this Notice, the parties have determined preliminarily that you *may* be a member of the Class) and you complete and timely return the enclosed Proof of Claim Form verifying that (i) you purchased a vehicle from Defendant during the class period, (ii) Defendant arranged the financing for the vehicle, and (iii) you either traded in a vehicle which had a balance owing, or turned in a lease prior to its termination, and Glendale Nissan paid off some or all of the remaining financed or lease balance, you will receive a check for ten-percent (10%) of the difference between the Actual Cash Value of the trade as represented in Glendale Nissan's deal files and the Agreed Trade-in Value as stated on the Retail Installment Sales Contract ("RISC") as long as the Agreed Trade-in Value is greater than the Actual Cash Value.

A class fund of \$100,000.00 has been set aside to pay the potential claims by all of the Members of the Settlement Class. Payment to eligible Members of the Settlement Class will not exceed \$100,000.00. If the total of the valid claims submitted by Members of the Settlement Class exceeds \$100,000.00, the amount of the check received by the Members of the Settlement Class will be pro-rated. If any of the class fund of \$100,000.00 remains after the eligible Members of the Settlement Class who submit valid claims have been paid, the remaining amount of the class fund will be donated equally

to charities chosen by Plaintiffs' and Defense Counsel.

The Court has preliminarily approved this settlement, finding it to provide adequate compensation for the Class Members' damages attributable to the alleged acts of Glendale Nissan, subject to any objection that may be raised.

**A. Release of All Claims by Class Members**

If this settlement is approved and becomes final, each Class member, except those who timely and validly have excluded themselves from the Class, shall be deemed to have, and by operation of the judgment to be entered after the final approval hearing shall have, fully, finally, and forever released, relinquished, and discharged: (a) Glendale Nissan and their employees, insurers, affiliates, parent and subsidiary entities, shareholders, officers, directors, attorneys, heirs, executors and administrators (the "Glendale Released Parties") from any and all claims, rights, demands, obligations, agreements, contracts, representations, promises, liens, accounts, debts, liabilities, expenses, damages, costs, interest, attorneys' fees, judgments, orders, and causes of actions of every kind and nature, whether known or unknown, suspected or unsuspected, existing or claimed to exist, which Plaintiffs and each Class member ever had, now have, or claim to have against the Glendale Released Parties that arise from the facts alleged in the Complaint as of the date of the settlement, specifically that between November 1, 2000, and August 31, 2007, such persons purchased a vehicle from Glendale Nissan and had the price of their vehicle on Line 1.A.1. of the Retail Installment Sales Contract increased to accommodate either the payoff of a then existing lease balance or negative equity associated with a trade-in vehicle; and (b) any claims each Class member may have against the parties or their counsel arising out of the investigation, initiation, prosecution, publication, or resolution of this action, including but not limited to claims of defamation, abuse of process, or malicious prosecution, all including any unknown claims related thereto (the "Released Claims"). Each Class member shall also be forever enjoined from prosecuting any Released Claims.

Subject to Court approval, these releases shall apply to and bind all members of the Class who have not timely requested exclusion and shall forever bar all such members of the Class from asserting all claims that are the subject of the above release.

**B. Payments to Attorneys and Class Representatives**

As part of the final approval of the settlement, Class Counsel will be requesting the Court to approve reimbursement of attorneys' fees and expenses incurred prosecuting the claims of the class members in the amount of \$50,000. The attorneys for the named class representative are also being reimbursed for attorney's fees and costs incurred for prosecuting the class representative's individual claims in the amount \$50,000. This does not reduce the amount of your recovery and was negotiated after the other terms of the settlement had been agreed to by the parties. The attorney's fees and cost amount is subject to Court review and approval.

**IV. HOW TO MAKE A CLAIM**

To be entitled to these benefits, you must fill out and return the Proof of Claim Form, a copy of which is enclosed with this Notice. The completed Proof of Claim must be postmarked on or before June 16, 2008.

To ensure receipt of the claim, you should return your Proof of Claim Form by certified mail, return receipt requested. The parties and/or their attorneys cannot assume responsibility for forms that are not received. Each claim will be subject to review for the purpose of approving or challenging the validity of such claim. A settlement check will be provided to you by the Settlement Administrator if the settlement is finally approved by the Court and after receipt, processing, and verification of the Proof of Claim Forms. The Proof of Claim must be mailed to the Settlement Administrator at the following address:

*Trinidad v. Glendale Nissan*  
c/o The Garden City Group, Inc.  
P.O. Box 9207  
Dublin, OH 43017-4607

If you change your address or telephone number after returning a Proof of Claim Form, please immediately write to the Settlement Administrator and provide your name, new mailing address, including zip code, and telephone number.

### V. OPTIONS REGARDING SETTLEMENT

1. If you decide to participate in the settlement, you need to do nothing *other than* complete the enclosed Proof of Claim Form and send it to the Settlement Administrator at address listed on the Proof of Claim Form postmarked no later than June 16, 2008. If you wish to communicate with or obtain information from Class Counsel, you may do so by writing to Class Counsel at the address set forth above. **PLEASE DO NOT CONTACT THE COURT.**

2. If you wish to object to the proposed settlement, you must file written objections by no later than May 12, 2008, along with an affidavit with some form of proof that you are a Class member, with the Court Clerk, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. The Court will hold a fairness hearing on the date and time and in the Department set forth above to determine whether the proposed settlement of the Class Action should be granted final approval in light of any objections filed. If your objection is overruled, you will still be bound by the terms of the settlement. If you wish to appear at the hearing, you must also file a statement of your intention to do so with the Court Clerk at the above address. Copies of written objections and notices of intention to appear at the hearing *must* also be served upon:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Gregory T. Babbitt, Esq. Rosner & Mansfield, LLP 10085 Carroll Canyon, Ste. 100 San Diego, California 92131	Kenneth J. Murphy, Esq. Venable LLP 2049 Century Park East, Suite 2100 Los Angeles, CA 90067

Objections must be **actually received** by both counsel by the May 12, 2008 deadline.

3. You may request to be excluded from the settlement. If you request to be excluded, you will not be bound by any of the above releases and may bring your own individual claim against Glendale Nissan but you cannot submit a claim, receive any of the above benefits or object to the settlement. If you want to request exclusion, you must do so in writing and send the exclusion request to the Class Counsel listed above no later than May 12, 2008.

**This Notice provides only a summary of matters relating to this lawsuit. You may discuss this with your own attorney or appear at the fairness hearing through your own attorney. For more detailed information, you may also examine the Court's file regarding this litigation during regular business hours, at the office of the Clerk of the Los Angeles County Superior Court, Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012.**

DATED: March 27, 2008

Honorable Paul Gutman  
Judge of the Superior Court