

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

ELIZABETH B. LUNA, individually  
and on behalf of herself and all others  
similarly situated,

Plaintiff,

v.

CORONA CARS, INC. dba CORONA  
NISSAN, a corporation and DOES 1  
through 10,

Defendants.

CASE NO. RIC 445765

**CLASS ACTION**

**NOTICE OF PROPOSED CLASS**

**ACTION SETTLEMENT AND  
SETTLEMENT HEARING**

Judge: Gloria Conner Trask  
Dept.: 04

Complaint Filed: October 7, 2005

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TO: All Persons who, between March 1, 2002 and June 27, 2007, purchased a vehicle from Corona Nissan and who signed a second or subsequent Retail Installment Sales Contract that was backdated to the date of the original Retail Installment Sales Contract.

**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 *Elizabeth Luna v. Corona Nissan* pending before the Honorable Gloria Connor Trask in the Superior Court for the State of California, County of Riverside (the "Court"). You are receiving this Notice because the records of Corona Nissan indicate that you purchased a vehicle from Corona Nissan during the Class Period and, therefore, you may fall within the class definition. Not all persons who receive this Notice will be Members of the Class and entitled to receive benefits under the Settlement. 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 June 27, 2007 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 October 12, 2007 at 8:30 a.m. in Department 04 of the Court, located at 4050 Main Street, Riverside, CA 92501.

## 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"):

All Persons who, between March 1, 2002 and the June 27, 2007, purchased a vehicle from Corona Nissan and who signed a second or subsequent Retail Installment Sales Contract that was backdated to the date of the original Retail Installment Sales Contract.

## II. THE LITIGATION

### A. Summary of the Litigation

This lawsuit concerns Corona Nissan's practice of "backdating" of Retail Installment Sales Contracts where a second or subsequent Retail Installment Sales Contract would be dated back to the date of the original Retail Installment Sales Contract. Plaintiff alleges this resulted in consumers paying more in interest payments than would have been required by law, without disclosure to consumers, and resulted in inaccurate financial disclosures. Plaintiff's complaint ("Complaint") contains claims based upon allegations of: (i) violation of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; (ii) violation of California Business and Professions Code § 17200 *et seq.*; and (iii) violation of the Automobile Sales Finance Act, Civil Code section 2985.7, *et seq.* based on such backdating. The Complaint seeks damages, restitution, and injunctive relief. By agreement the lawsuit was certified to proceed on a settlement basis on behalf of a class as defined above.

Defendant alleges that its conduct was lawful and, therefore, this "backdating" practice is not actionable by plaintiff and all members of the class and that neither plaintiff nor any member of the class suffered any actionable damage.

### B. Class Representative and Class Counsel

The Court has appointed Elizabeth Luna to act as class representative. 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 you are a Class Member, you may participate in this settlement and receive a check for \$90.00. This amount is an estimate of the average amount of additional interest you may have paid as a result of such backdating. Not all persons who receive this Notice will be Members of the Class and entitled to receive benefits under the Settlement.

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

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

Upon the Effective Date of the settlement, plaintiff and each Class Member, except those who timely and validly exclude themselves from the Class (as provided for in Section V, below), shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all "Released Claims", including all "Unknown Claims", against Defendant and all "Related Parties" arising out of such backdating, and shall forever be enjoined from prosecuting the "Released Claims." These terms are defined in the accompanying Proof of Claim Form. Subject to Court approval, this release shall apply to and bind all members of the Class who do not request exclusion, including those members of the Class who do not submit a Proof of Claim or who do not submit a timely or complete or accurate claim, and shall forever bar all claims of such members of the Class that are the subject of the above release.

#### **B. Payments to Attorneys and Class Representative**

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 \$30,000. 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 attorneys' fees and cost amount in prosecuting the class claims is subject to Court review and approval.

Additionally, the named class representative, who expended many hours prosecuting this case as the class representative, will be making an application to the Court for an award of \$1,000. This award is also subject to Court review and approval and also does not reduce the amount you receive in any way. These amounts were negotiated after all payments to the Settlement Class had been agreed to.

### **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 October 4, 2007.**

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:

Luna v. Corona Nissan Settlement Administrator  
c/o The Garden City Group, Inc.  
P.O. Box 9166  
Dublin, OH 43017-4166

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.

