



**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. ALTHOUGH YOU ARE NOT BEING SUED YOUR RIGHTS NONETHELESS MAY BE AFFECTED BY A LAWSUIT NOW PENDING IN THIS COURT AND A PROPOSED CLASS ACTION SETTLEMENT. YOU MAY BE ENTITLED TO RECEIVE BENEFITS, INCLUDING A CASH PAYMENT IF THE SETTLEMENT DESCRIBED BELOW IS APPROVED.**

**NOTICE** is hereby given that a proposed settlement has been reached in the class action lawsuits captioned in the following class action lawsuits pending in the Superior Court of New Jersey, Middlesex County, Law Division (the "Court"): *Benjamin Frenkel, et al v. Sansone Plaza Dodge, Inc., et al*, Docket No. L-7425-02; *Jane S. Loper v. Plaza Nissan Ford, Inc., et al*, Docket No. L-7191-03; *Donna Dellapietro, et al v. Plaza Nissan Ford, et al*, Docket No. L-8927-03; and *Johanna Fernandez v. Route One Toyota, Inc., Corporation and John Doe*, Docket No. L-10611-01 (the "**Class Action suits**"). This Notice is to inform you that on June 14, 2004, the Court preliminarily approved a proposed settlement reached with the Sansone Dealership Group ("**Sansone Defendants**"), on behalf of the classes of persons referenced above and more particularly described below. The Court has previously certified the *Frenkel* action as a class action with Benjamin Frenkel as the class representative and with Steven E. Angstreich and Michael Coren, of Levy, Angstreich, Finney, Baldante, Rubenstein & Coren, P.C., and Ronald Lueddeke, Esquire, as Class Counsel. Thereafter, the parties, pursuant to the settlement, have agreed that the *Fernandez*, *Loper* and *Dellapietro* actions be consolidated with the *Frenkel* action with Johanna Fernandez, Jane Loper and Donna Dellapietro as additional class representatives. A consolidated Amended Complaint naming all of these parties has been filed.

This Notice is to inform you that a hearing will be held on **December 10, 2004 at 10:00 a.m.** in the Superior Court of New Jersey, Middlesex County, 1 JFK Square, New Brunswick, New Jersey in Courtroom 302 before the Honorable Alexander P. Waugh, Jr., J.S.C. At that time the proposed settlement will be presented for purposes of determining whether it should be approved as fair, reasonable and adequate and to consider the award of counsel fees, costs and a class representative fee to be paid pursuant to the terms of the settlement as more fully described hereinafter.

If you have received this Notice, you may be a Member of the Class described in this Notice and, therefore, your rights may be affected by the proposed settlement. This Notice is sent for the purpose of informing you of the settlement so that you may decide what steps you wish to take. Your possible options are described later in this Notice.

## **I. NOTICE OF THE LITIGATION AND CLAIMS AND DEFENSES ASSERTED THEREIN**

Mr. Frenkel and the other class representatives brought suit alleging the Sansone Defendants violated the New Jersey Consumer Fraud Act and committed common law fraud. The complaint alleges that the Sansone Defendants engaged in unfair and unconscionable business practices by charging Sansone car and truck customers incorrect, inflated or unconscionable amounts for title and tag fees on new and used vehicles, for documentary fees (clerical, computer and messenger) associated with a vehicle purchase or lease, or for "mirror finishing" and consumer service fees. **Sansone denies that it has violated any law or committed any wrongdoing and denies all liability to the Plaintiffs and the Class. By settling this lawsuit, Sansone does not admit any wrongdoing.**

While the Court has preliminarily approved the settlement and scheduled a hearing, the Court has not yet passed on the merits of any of the claims or defenses asserted by the parties. This Notice is not, and is not to be understood, as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by either side.

## **II. THE PROPOSED SETTLEMENT**

The proposed settlement was entered into as of May 27, 2004 and was amended on September 1, 2004. The settlement would resolve all claims against the Sansone Defendants in the Class Action suits.

Under the terms of the proposed settlement, all purchasers of Sansone motor vehicles during the class period will receive a coupon with a face value of \$275.00 that:

- (a) Is valid for three (3), 365 day calendar years from date the coupon is mailed to the Class Member;
- (b) Is freely transferable to any person during the first 365 days and thereafter, if the Class Member is a natural person, for the other two (2) 365 day calendar years, to any member of the Class Members' immediate family (mother/father; sister/brother; parent/child; grandparent/grandchild); and
- (c) Can be redeemed for a new coupon with a face value of \$215.00, valid for the remaining term of the original Coupon, and a check for \$60.00.
- (d) Only one (1) coupon may be used for the purchase or lease of any vehicle.

In addition to the coupon Sansone has agreed to modify its sales documents to explain the type and basis of additional administrative, title, registration, documentary and dealer preparation fees. Sansone will also pay directly to counsel the amount awarded by the Court for fees and reimbursement of costs in connection with the prosecution of this action. Class Counsel will seek an award of fees and reimbursed costs not to exceed 27% of the fair value of this settlement. Class Counsel believes that

the fair value of this settlement is no less than Fourteen Million Dollars (\$14,000,000). Additionally, Sansone will pay directly to each of the four (4) Class Representatives the sum of Two Thousand Five Hundred Dollars (\$2,500) as a class representative fee, if approved by the Court. The award of such fees and costs will not reduce the amount of coupon or cash conversion described above that Class Members are entitled to receive. No Class Member will be required to contribute any portion of the payment for counsel fees, costs or class representative fees.

In addition to those payments, Sansone is paying the cost of Notice and administration of this Settlement.

### III. THE CLAIMS PROCESS, CLAIMS PERIOD AND DEADLINES, CLAIMS ADMINISTRATOR

Once the settlement is approved by the Court, the Claims Administrator will issue the coupon to each Member. If you receive this Notice in the mail addressed to you at your correct address, you need do nothing. However, if you read about the settlement and did not receive a direct Notice, or the name or address is not correct or current, then you must provide your name and address to the Claims Administrator identified below. Class Members are responsible for informing the Claims Administrator of any change in name or address necessary and failure to do so may result in your losing your entitlement to timely obtain, transfer or redeem your coupon(s). If you wish to redeem your coupon for the new coupon and the cash conversion payment, you must do so through the Claims Administrator.

The Claims Administrator is Garden City Group, Inc. and can be contacted at Sansone Dealership Litigation, Claims Administrator, P.O. Box 9000 #6255, Merrick, NY 11566-9000. The telephone number is 800-331-4481.

### IV. CLASS COUNSEL

The Class Counsel appointed by the Court are **Steven E. Angstreich** and **Michael Coren** of Levy, Angstreich, Finney, Baldante, Rubenstein & Coren, P.C., Woodcrest Pavilion, Suite 100, 10 Melrose Avenue, Cherry Hill, New Jersey 08003, and **Ronald Lueddeke, Esquire**, 215 Morris Avenue, Spring Lake, NJ 07762. You may contact Class Counsel in writing at the addresses provided or by calling 1-856-424-8967 or 732-449-2884, respectively.

### V. NOTICE OF RIGHT TO OPT-OUT

You have a right to exclude yourself from the class or classes you qualify for. This is called an opt-out right. If you do not request exclusion (opt-out) on or before midnight, December 1, 2004, as provided below you will remain a member of the Class. Any final judgment or order entered in this case will include, and will be binding upon, you and all other Class Members who did not request exclusion. All of those persons will be entitled to receive the benefits resulting from the final judgment or order, but will be precluded from pursuing claims against the Sansone Defendants separately if those claims are within the scope of the lawsuit (see Release section below). **If you want to participate in the Class Action and receive the Settlement benefits, if the settlement receives final approval, you do not have to do anything or take any action.** (However, see the above section on correcting names and addresses).

If you exclude (opt-out) yourself from the Class, you (a) will not share in the settlement, if approved, and, (b) will retain any claims you may have against any or all of the Sansone Defendants. To exclude yourself from the Class, you must mail to the Sansone Dealership Settlement Claims Administrator at the address set forth above a letter or post card that has at the top the words "OPT-OUT FORM" and contains your name, address, telephone number, social security number and make, model and year of purchase and that you wish to be excluded from the class action. All Opt-Out Forms must be postmarked on or before midnight December 1, 2004 and mailed to the Claims Administrator identified in III. above. Class Members who do not mail in a timely and valid Opt-Out Form shall remain Class Members. If you are a "joint Class Member," that is, you jointly purchased the subject vehicle with one or more others, then all joint Class Members must sign the Opt-Out Form and provide the information required.

### VI. NOTICE OF RIGHT TO OBJECT TO SETTLEMENT

At the Settlement Hearing, any Class Member may appear in person or by counsel of his or her own choosing and at his or her own expense and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement or to the payment of attorneys' fees, reimbursement of expenses and costs and Class representative fees; provided, however, that in no event shall any person be heard in opposition to the Settlement and/or the application for the payment of attorneys' fees and expenses unless such person has, on or before November 5, 2004, filed with the Clerk of the Superior Court of New Jersey, Middlesex County, 1 JFK Square, New Brunswick, New Jersey 08903, written notice of such person's intention to appear, together with a written statement that indicates the basis for such opposition, along with any documentation in support of such opposition and simultaneously serves copies of such notice, statement and documentation, together with copies of any other papers or briefs such person files with the Court, upon **Steven E. Angstreich, Esquire** of Levy, Angstreich, Finney, Baldante, Rubenstein & Coren, P.C., Woodcrest Pavilion, Suite 100, 10 Melrose Avenue, Cherry Hill, New Jersey 08003 and **Alfred D. Alvarez, Esquire**, 90-100 Route 1, Avenel, NJ 07001. Any and all documents must contain reference to case number L-7425-02.

Any Class Member who does not object in the manner provided above, shall be deemed to have waived any such objection and shall forever be foreclosed from objecting to the fairness, reasonableness or adequacy of the proposed Settlement or any payment of attorneys' fees, reimbursement of costs and expenses and payment of Class representative fees.

## VII. RELEASE

If the Settlement is approved by the Court at the Hearing, then upon final judicial approval of this Settlement, Plaintiffs and each Member of the Classes, for themselves, their heirs, successors and assigns shall and do thereby jointly and severally remise, release, acquit and forever discharge Sansone of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity that Plaintiffs and Members of the Classes did assert or could have asserted in connection with the Class Action Litigation or otherwise based on or arising from the allegations or matters that were or could have been contained in the Complaint in this action and as defined in the Settlement Agreement "Released Claims." Expressly excluded from this Release are any claims demands, liabilities and obligations, whether contractual, common-law, regulatory or statutory, that relate to or are connected with (a) the financing, insurance, tender, repair, warranty, damage to or operation or performance of a motor vehicle, or (2) any claimed personal or bodily injury.

## VIII. PAYMENT OF ATTORNEYS' FEES, CLASS REPRESENTATIVE FEE, COSTS AND EXPENSES

As previously set forth, Sansone has agreed to pay Class Counsel attorneys' fees and costs as determined by the Court. Counsel will seek an award not to exceed 27% of the fair value of the Settlement, which fair value Class Counsel believe is in excess of \$14,000,000. Additionally, an application will be made for the four (4) Class Representatives to receive a compensation payment of \$2,500 each. These fees and costs will not reduce the amount of the coupon(s) or cash payment to each Member of the Classes provided for under the Settlement.

## IX. SETTLEMENT HEARING

At the Settlement Hearing on December 10, 2004, the Court will determine whether to finally approve the proposed settlement and dismiss the action and the claims of the Classes and whether payment of attorneys' fees, reimbursement of expenses and costs to Class Counsel and payment of Class Representative fees should be approved. **YOU ARE NOT REQUIRED TO ATTEND THE CLASS SETTLEMENT HEARING.** The Settlement Hearing may be adjourned from time to time by the Court without further written notice to the Class.

## X. ADDITIONAL INFORMATION

This notice is a summary of the pleadings and agreements, and court file. If you wish to obtain any additional information, you may obtain copies of the Complaint and other pleadings on file at the Clerk of Court, Superior Court of New Jersey, Middlesex County, 1 JFK Square, Middlesex, New Jersey 08903 during regular business hours.

Any questions concerning the matters contained in this Notice may be directed to Class Counsel identified above in writing or by calling 856-424-8967. **DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.** You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

SO ORDERED BY THE SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, MIDDLESEX COUNTY.

BY: /s/  
HON. ALEXANDER P. WAUGH, JR.

Dated: June 14, 2004