

BARBARA L. HONDO, individually  
and on behalf of others similarly  
situated,

Plaintiff,

vs

FREEHOLD MITSUBISHI, INC.,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MONMOUTH COUNTY  
DOCKET NO. MON L-1920-03

Civil Action

BOBBIE GREEN, individually  
and on behalf of those similarly  
situated,

Plaintiff,

vs.

FREEHOLD MITSUBISHI, INC.,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MONMOUTH COUNTY  
DOCKET NO.: MON L-4406-03

Civil Action

#### OFFICIAL COURT NOTICE

#### NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING DATE

TO: All persons or entities who purchased and/or leased a new motor vehicle from Freehold Mitsubishi, 4020 Route 9, South, Freehold, County of Monmouth, State of New Jersey.

1. Notice is hereby given pursuant to Rule 4:32 of the New Jersey Court Rules and an Order of the Superior Court of New Jersey, Law Division, Monmouth County (hereinafter the "COURT") dated \_\_\_\_\_ that a hearing will be held before The Honorable Jamie L. Perri, Judge of the Superior Court, at the Monmouth County Courthouse, 71 Monument Park, Freehold, New Jersey on September 10, 2007 at 1:30 P.M. (hereinafter the "settlement hearing") for the purpose of determining whether a proposed settlement (hereinafter the "settlement") of the above entitled litigation (hereinafter the "action") as set forth in the Stipulation of Settlement dated March 28, 2007 (hereinafter the "stipulation"), is fair, reasonable and adequate and for the purposes of awarding attorneys fees and reimbursement of costs and expenses incurred by class counsel in the action.

#### NOTICE OF CLASS ACTION DETERMINATION

2. Pursuant to an Order of the Court, this matter has been certified as a class consisting of all persons or entities who have purchased or leased a new motor vehicle from Freehold Mitsubishi between April 28, 1997 and October 1, 2006 excluding any person or entity who has previously entered into an accord and satisfaction or settlement agreement with or as otherwise released Freehold Mitsubishi, its agents, servants, employees, representatives, or assigns, in connection with claims arising out of said persons purchase or lease of a new motor vehicle from Freehold Mitsubishi; the defendant or any of its subsidiaries, parents; affiliates; the defendant, its agents, servants or employees; and any entity or person who acquired said vehicle for the purchase of resale or leasing to another person or entity.

#### DESCRIPTION OF THE ACTION

3. Plaintiff's herein on their own behalf and as representatives of customers of Freehold Mitsubishi have alleged that Freehold Mitsubishi Inc. engaged in unlawful practices in violation of the New Jersey Consumer Fraud Act and regulations promulgated thereunder as well as other State and Federal Laws in the sale and finance of certain items and equipment described as pre-delivery service fees; appearance packages,

optional equipment packages, pinstriping, door edge guards and moldings, wheel well guards and moldings, etch fees, etch fee contracts, glass etching, documentary fees and "price packing" claims including but not limited to the sale, method of sale, financing, method of financing, leasing and method of leasing of the items mentioned above. Freehold Mitsubishi denies that it violated any laws or regulations, denies all liability to the plaintiff's and the class and denies and does not admit to, by agreeing to settle this lawsuit, any wrongdoing. **FREEHOLD MITSUBISHI HAS DENIED THE MATERIAL ALLEGATIONS IN THE COMPLAINT AND DENIES ANY WRONG-DOING OF ANY KIND WHATSOEVER AND ANY LIABILITY TO THE PLAINTIFF(S) OR THE PLAINTIFF CLASS**

4. Plaintiff and her counsel have made a lengthy detailed and exhaustive investigation into the facts and circumstances relevant to the allegations that they have made in the action, and have conducted extensive discovery, including the review of relevant documents and the depositions of relevant witnesses. In addition to evaluating the extensive discovery they have also evaluated the expense and length of time necessary to prosecute the action through trial, taking into the account the uncertainties of predicting the outcome of this litigation and the expense and time in doing so. Based upon consideration of all these factors plaintiff and her counsel have concluded that it is in the interest of plaintiff(s) and the class to settle the action with Freehold Mitsubishi as set forth in the stipulation, which settlement will result in substantial and material benefits to the class members.

The court has not determined the merits of the outstanding claims against Freehold Mitsubishi or the defenses of Freehold Mitsubishi. This notice does not imply that there has been or would be any finding of any wrong-doing or that recovery could be had in any amount if the litigation were not settled.

If the stipulation and settlement receive final approval by the court, all claims that were asserted in the complaint arising out of wrongs asserted therein will be discharged and released as against Freehold Mitsubishi and its past and present officers, directors, employees, agents, heirs, executors, administrators, successors, reorganize successors, assigns, subsidiaries, affiliates, parents, divisions, predecessors (hereinafter "releasees"). The settlement will become effective on the settlement effective date which will not occur until after an Order and Final Judgment (hereinafter "final judgment") entered by the Court approving the settlement shall become final and not subject to appeal.

#### DESCRIPTION OF THE SETTLEMENT

5. Upon Court approval, each class member, customers who have purchased or leased a new motor vehicle from Freehold Mitsubishi between April 28, 1997 and October 1, 2006, shall receive the following essential benefits from the settlement as follows: (A) \$500.00 Discount Certificate. Each member of the class will receive a certificate having a face value of \$500.00 which is valid for use of the purchase or lease of any new or used motor vehicle from Freehold Mitsubishi within the next 60 months from the date of this notice. Said certificate shall be transferable provided the customer to whom the certificate was mailed endorses the certificate. Only one certificate can be utilized per new or used vehicle purchase or lease. Said certificate cannot be combined with any other offers, sales, promotions. Multiple certificates cannot be used towards the purchase of any one vehicle; (B) One Free Oil Change Certificate. Each member of the class shall receive a certificate permitting said class member to obtain one free oil change at Freehold Mitsubishi. An oil change shall consist of the removal and replacement of up to five quarts of motor oil and replacement of the vehicle's oil filter. This certificate shall be valid for 60 months from the date of this notice. It cannot be combined with any other offers. Only one redemption per class member; (C) Cash Payment Claim Form Certificate. Each class member shall be entitled to a cash payment of \$50.00 provided the class member responds to the class notification of settlement by identifying confirming their name, address, identification of vehicle by make, model or vehicle identification number to the claims administrator and by confirmation of said transaction and vehicle acquisition by Freehold Mitsubishi. The claim form must be submitted to the claim administrator and be post marked by 11:59 P.M. on September 14, 2007 Class members whose certificates are not post marked or received by the class administrator by the claim form deadline shall be ineligible for relief. Materially incomplete or inaccurate claim forms which cannot otherwise be verified by the settlement administrator shall be disqualified and said class members shall be ineligible for this relief; (D) Equitable Relief. The final order issued by the Court shall include a Court enforceable provision that Freehold Mitsubishi, their successors and/or assigns shall, from the time of the final order, include on their buyers

order, retail order or initial contract executed by the customer where utilized, a specific entry which shall be pre-printed on the buyers order or retail order form "Appearance Package (optional) (dealer installed options incl. pinstriping/wheel well molding/door edge guards)" or as said optional equipment shall be modified from time to time. (E) Random Audit. Class Counsel shall have the right to randomly inspect 10% of the buyers orders or retail orders, at the end of the twelve months from final approval date for orders entered into by Freehold Mitsubishi over the preceding 12 months, for compliance solely with the above stated equitable relief. Said random inspection shall be made on not less than 30 days written notice of the request for the random audit and inspection by class counsel directed to the dealer and its counsel. Class counsel shall have the right to randomly inspect the buyers order or retail orders only. Said buyers orders or retail orders shall be redacted of any customer information. Class counsel's audit or inspection of said buyers orders or retail orders shall be used for no other purpose than for Freehold Mitsubishi's compliance with the equitable relief as set forth herein. Access to said records shall only be at the premises of Freehold Mitsubishi. Information obtained by class counsel during said inspection or audit shall not be used for any other purpose nor shall it be admissible in evidence in any other matter pending or filed in the future against Freehold Mitsubishi.

#### CLAIMS ADMINISTRATION, CLAIMS AND DEADLINES

6. Class counsel appointed and approved by the Court are Jonathan Rudnick, Esq. at Rudnick, Addonizio & Pappa, 25 Village Court, Hazlet, New Jersey 07730. You may contact class counsel regarding this settlement in writing at the address provided or by calling 1-732-264-6444. Poorman-Douglas Corporation, 10300 SW Allen Boulevard, Beaverton, Oregon 97005 has been appointed by the Court to act as the administrator of the Class Settlement including the mailing of notices to the class members.

#### CLASS MEMBER RIGHTS

7. You have a right to (a) remain a member of the class in which event you will be bound by any judgment in the action and you may share in any recovery obtained on behalf of the class and (b) you may, but are not required, enter an appearance through counsel of your own choosing and of your own expense. If you do not have your attorney appear for you, your interests will be represented by class counsel as identified herein.

You have a right to exclude yourself from the class. Any class member wishing exclusion shall submit a request for exclusion post marked not later than the 1<sup>st</sup> day of June, 2007 at 11:59 P.M.. The request for exclusion must be sent to class counsel, Jonathan Rudnick, Esq., Rudnick, Addonizio & Pappa, 25 Village Court, Hazlet, New Jersey 07730 and counsel for Freehold Mitsubishi, John S. Fetten, Esq., Montgomery, Chapin & Fetten, 745 Route 202/206, Suite 101, Bridgewater, New Jersey 08807. Requests for exclusion shall be deemed to have been made in each and every capacity in which the person requesting the exclusion is acting. If your request for exclusion is timely mailed you will be excluded from the class and will not be bound by any judgment entered in the action which will include not sharing in the settlement. You will be free to pursue whatever legal rights you may have against the releasee at your own expense. If you do not request exclusion from the class then you will be bound by any judgment entered in this action. **IF YOU WANT TO PARTICIPATE IN THE ACTION AND RECEIVE THE SETTLEMENT BENEFITS, PROVIDED THE SETTLEMENT RECEIVES COURT APPROVAL, YOU DO NOT HAVE TO DO ANYTHING OR TAKE ANY ACTION.**

Any class member may appear at the settlement hearing, by person or by counsel, to set forth an opinion as to why the settlement should be approved or should not be approved, why a judgment should be or should not be entered dismissing the action with prejudice against Freehold Mitsubishi, Inc. or why plaintiff's counsel's application for an award of attorneys fees and reimbursement of costs and expenses should be or should not be granted; provided, however, that no such person shall be heard unless his, her or its statement in support of or in opposition to the settlement and/or plaintiff's counsel's fee application is made in writing and filed with the Clerk of the Superior Court of New Jersey, Law Division, Monmouth County, 71 Monument Park, Freehold, New Jersey 07728 on or before August 27, 2007 and written notice of such person's intention to appear together with identification of the motor vehicle acquired by said person from Freehold Mitsubishi including date of acquisition, make, model, year and vehicle identification number which said statement shall be served, simultaneously, upon plaintiff's counsel, Jonathan Rudnick, Esq. and defendant's counsel, John S. Fetten, Esq. Any class member that does not make his, her or its statement in support or opposition in the manner provided shall be deemed to have waived all objections and