

**MUST BE  
POSTMARKED  
NO LATER THAN  
JUNE 16, 2008**

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



Claim Number:

Control Number:

**REQUIRED ADDRESS INFORMATION OR CORRECTIONS**

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no preprinted data to the left, **YOU MUST** provide your current name and address here:

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

## **TRINIDAD v. GLENDALE NISSAN PROOF OF CLAIM FORM**

*Please Type or Print*

This Proof of Claim Form is for those class members who did not receive the initial Notice and Claim Forms. To be eligible to participate in the benefits of the proposed settlement in *Trinidad v. Glendale Nissan*, Case No. BC 323867, pending in Los Angeles County Superior Court, you must fill this claim form out completely, and mail it to the address given above, postmarked no later than **June 16, 2008**. If you provide incomplete, incorrect, or inaccurate information, your claim may be denied.

If you wish to submit a claim, please check the box below to indicate you are a Class member and desire to participate in this settlement.

- Between November 1, 2000 and August 31, 2007, (1) I purchased a vehicle from Glendale Nissan with financing arranged by Glendale Nissan, (2) with the purchase, I either traded in a vehicle which had a balance owing, or turned in a lease prior to its termination, and (3) Glendale Nissan paid off some or all of the remaining financed or lease balance.

**YOU MUST CHECK THE BOX ABOVE IF YOU WISH TO RECEIVE ANY PAYMENT UNDER THE SETTLEMENT.**

THE CHECK WILL BE MAILED AFTER THE SETTLEMENT HAS BEEN APPROVED AND BECOMES FINAL.  
THE CHECK WILL ONLY BE VALID FOR 180 DAYS AFTER ISSUANCE.

***Please continue and sign this Proof of Claim Form on the reverse side.***



By signing below, I represent the information contained in this Proof of Claim is true and correct and state as such under penalty of perjury. I understand my claim may be subject to audit, verification and court review and that I may need to submit additional information to be paid on this claim. I also understand that by submitting this claim I am releasing all claims as set forth below:

1. For myself and my respective employees, insurers, affiliates, parent and subsidiary entities, shareholders, officers, directors, attorneys, heirs, executors and administrators, release and forever discharge each other and their employees, insurers, affiliates, parent and subsidiary entities, shareholders, officers, directors, attorneys, insurers, heirs, executors and administrators, I release Glendale Nissan 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 I ever had, now have, or claim to have against Glendale Nissan that are connected with, arise from, or in any way relate to any of the allegations made in the *Trinidad* Action with regard to the Class for the period from November 1, 2000, to August 31, 2007. Further I release any claims I may have against Glendale Nissan, Glendale Nissan's Counsel, Trinidad, Mendez, and Trinidad and Mendez's 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.

2. I also understand by operation of the Judgment and by executing this Proof of Claim Form that I am expressly waiving all rights I have under the provisions of section 1542 of the California Civil Code, which reads as follows (or as hereafter amended):

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

I acknowledge that I am aware that I may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which I now know or believe to be true with respect to the claims, matters and causes of action released by this Settlement. Nevertheless, I intend to release fully, finally and forever all matters released herein. The release set forth herein shall be and remain in effect as full and complete release of such matters released herein notwithstanding the discovery or existence of any additional or different claims or facts relevant thereto. It is expressly understood and agreed that this waiver of Civil Code § 1542 and the release set forth herein are material terms of this Agreement, and were separately negotiated between the Parties.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MAIL YOUR COMPLETED CLAIM FORM TO THE FOLLOWING ADDRESS:**

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

YOUR CLAIM FORM MUST BE POSTMARKED **NO LATER THAN JUNE 16, 2008**. CLAIM FORMS NOT POSTMARKED ON OR BEFORE THIS DATE WILL NOT BE ACCEPTED. Counsel are not responsible for any lost or untimely claims, so you may want to verify that your Proof of Claim was received by mailing it certified mail, return receipt requested.