

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF FRESNO**

VICKEN MASSOYAN; and MAGGIE
ANTARAMIAN; both individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

HL LEASING, INC., a California Corporation;
MANUFACTURERS ACCEPTANCE CORP. dba
HERITAGE PACIFIC LEASING, a California
Corporation; ESTATE OF JOHN W. OTTO; DAN
RAMIREZ; NORMA LEWIS; ANDY FERNANDEZ;
AIR FRED, LLC, a Limited Liability Company; and
DOES 1 to 10 inclusive,

Defendants.

CASE NO. 09 CECG 01839

Assigned to Judge Donald S. Black For All
Purposes

**NOTICE OF PENDENCY OF CLASS
ACTION LAWSUIT**

Date: February 24, 2010

Time: 3:30 p.m.

Dept: 97B

IF YOU EITHER:

**A. A PERSON WHO RESIDES IN CALIFORNIA WHO HAD
LENT MONEY TO HL LEASING, INC. THROUGH A
WRITTEN LOAN AGREEMENT THAT REMAINED
OUTSTANDING AS OF APRIL 2009; OR**

**B. AN ENTITY DOMICILED IN
CALIFORNIA WHO HAD LENT MONEY TO
HL LEASING, INC. THROUGH A WRITTEN
LOAN AGREEMENT THAT REMAINED
OUTSTANDING AS OF APRIL 2009.**

NOTICE IS HEREBY GIVEN THAT:

This class action lawsuit arises out of the alleged breach of April 2009 regarding loan agreements entered into between HL Leasing, Inc. investors/lenders and HL Leasing, Inc. The suit alleges that Defendants HL Leasing, Inc., Manufacturers Acceptance Corp. dba Heritage Pacific Leasing, Estate of John W. Otto, Dan Ramirez, Norma Lewis, Andy Fernandez, Air Fred, LLC, and Does 1-10 (collectively "Defendants") are responsible for the outstanding loan amounts and interest not paid by HL Leasing, Inc. pursuant to written loan agreements. The action requests compensatory damages sustained by the HL Leasing, Inc. investors/lenders for breach of contract, punitive damages for Defendants' willful, reckless and wanton conduct related to any concealed or false representations, as well as attorneys' fees and litigation costs.

The Defendants have denied all liability.

On March 15, 2010, the California Superior Court (Fresno County) certified a HL Leasing, Inc. Client Class ("Class") to pursue this action on a class basis. If you are a member of the Class as defined below, then you are a Class member for purposes of this case.

The Class is defined as follows:

All persons who reside in California (excluding Defendants and their co-conspirators) who entered into a standard loan agreement(s) with HL Leasing, Inc. which were outstanding at the time of HL Leasing, Inc.'s failure to make the April 2009 installment payment.

All persons described in the Class definition who do not request to be excluded from the Class in the manner set forth in the next paragraph will be deemed members of the Class, will be represented by Class Representatives and the Class Counsel in this action, and will be bound by the judgment of the Court in the action, whether favorable or unfavorable to the Class. If you wish to be a member of the Class, you need do nothing and your interests in the lawsuit will be protected and represented by the Class Representatives and Class Counsel. If you wish, you may enter an appearance by counsel of your choice at your own individual expense; otherwise, you will be represented by Class Counsel.

If you do not wish to be included in the case, you must so state in writing including your name and address, and a clear statement that you do not wish to be considered a member of the Class and do not wish to be bound by the judgement in

the action. You must mail your written request for exclusion in an envelope postmarked no later than May 29, 2010, addressed to Class Counsel as follows:

COTCHETT, PITRE & McCARTHY

Attn: HL Leasing Litigation Exclusion
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010

If you request exclusion from the Class in the case, (1) you will not share in a recovery, if any, by the Class, through settlement or judgment; (2) you will not be bound by a judgment against the Class; and (3) you will not be precluded from otherwise prosecuting a timely individual claim.

Further information concerning this action may be obtained by contacting:

FRANK M. PITRE
ARA JABAGCHOURIAN
COTCHETT, PITRE & McCARTHY
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile : (650) 697-0577

Further information concerning this action may be obtained by contacting the attorneys for the parties in this action who are as follows:

CLASS COUNSEL:

Frank M. Pitre
Ara Jabagchourian
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It should be understood that the Court in this action does not at the present time express any opinion as to the merits of this action.

THIS IS ONLY A SUMMARY OF THE CLASS ACTION

For Additional Information:

Contact Counsel at The Addresses or Number Above

PLEASE DO NOT TELEPHONE OR ADDRESS ANY INQUIRIES TO THE COURT.

By Order of the Superior Court of the State of
California, Fresno County

Please visit www.gilardi.com/hlleasing to view the complete Court Order