



JEFFREY, HAHN, HEMMERLING & ZIMMERMAN, P.C.

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March 28, 2008

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

VIA E-MAIL scottjtepper@msn.com

Mr. Scott J. Tepper
Attorney at Law
Garfield & Tepper
1801 Century Park East, Ste. 2300
Los Angeles, CA 90067-2307

**RE: HUSKER AUTO GROUP, INC. / KEN TANISAKA MATTER
RE: DEMAND FOR RETRACTION**

Dear Mr. Tepper:

This office represents the interests of Husker Auto Group, Inc. with regard to the above matter. Any further correspondence or other contact in this regard should, therefore, be directed to this office at my attention.

As you know, you have previously corresponded by e-mail with Michael Maledon, General Counsel for Van Tuyl Group, Inc. I am advised that, apparently, it appears that Mr. Tanisaka will be unable to fund the transaction by the close of business today as was discussed between you and Mr. Maledon. It is my understanding that the clearly disclosed conditions of the e-Bay auction required that the bidder purchase the vehicle within 72 hours, and although Mr. Maledon conveyed the dealership's willingness to extend this requirement for an additional 72 hours, that extension expires today at 5:00 p.m. Pacific Standard Time.

I am aware of the tremendous loss of goodwill suffered by Husker Auto Group, Inc. as a result of this transaction, and it is my understanding that you are aware of these events as well as of the personal attacks suffered by the General Manager, Fil Catania and several other employees of the dealership. These events are the direct and proximate result of the media storm which I am advised your client purposely generated and the subsequent deliberate misinformation that your client has allowed to circulate through various media. Through Mr. Tanisaka's reckless participation on various internet chat boards, I am advised that over one million viewers have been left with the impression that Husker Auto Group has reneged on its transaction with Mr. Tanisaka or is

demanding various preconditions to Mr. Tanisaka's ability to purchase the vehicle. Based on my understanding of the facts, both you and Mr. Tanisaka well know that this information is entirely false and misleading, yet your client has aided in fostering this implication.

It is my understanding that Mr. Tanisaka has reported alleged details concerning negotiations with the dealership which have no basis and fact. In fact, he has publicly declared that he was preapproved for financing, yet my client has seen no evidence of any such preapproval. The fact of the matter is that Mr. Tanisaka has supplied the dealership with no financial information, whatsoever, and has refused to allow the dealership to even run a credit report. A full five days after he bid on the vehicle, Mr. Tanisaka informed Husker Auto Group that he had received approval to *lease* the vehicle through a financial institution with whom Husker Auto Group has never before conducted business. However, to date, no final confirmation or funding from this source has been received. While my client does not intend to suggest that Mr. Tanisaka does not have the financial wherewithal to consummate this transaction, these are examples of the "undisputed facts" that Mr. Tanisaka has purposely withheld from the public, leaving the impression that it is my client or its general manager that continues to be the cause of the delays in closing this sale and purchase.


As I indicated above, if Mr. Tanisaka does not purchase the subject vehicle by the close of business today, my client intends to terminate this transaction by virtue of a failure on his part to consummate the same within the timeframe outlined by e-Bay. As I have seen you refer to in prior correspondence with Mr. Maledon, there is the very real media outrage and damage to business reputation that will ensue should this transaction not close; however, there is an onus on Mr. Tanisaka as well, and if necessary, my client is fully prepared to incur whatever costs are necessary to insure that the public is fully apprised of the true facts concerning this transaction, and to seek recourse against your client and others that were directly and proximately responsible for the damages suffered by the dealership.

You may therefore accept this letter as a demand, pursuant to Neb.Rev.Stat. §25-840.01, that your client immediately publish corrections of his libelous statements in substantially as conspicuous a manner as the original publications made concerning Husker Auto Group, Inc., its employees and representatives. Pursuant to the above-referenced statute, if your client fails to publish such retractions, my client may proceed against Mr. Tanisaka for general damages as well as special damages. For purposes of the requested retractions, Mr. Tanisaka should provide updates to each of the various web sites he has visited explaining the developments in this transaction since the date of his initial statements, including, without limitation, the fact that Husker Auto Group, Inc. has fully cooperated and tendered its offer to close the transaction, as agreed, with no conditions whatsoever. In addition, these updates should include the fact that Husker Auto Group, as a gesture of goodwill, offered to pay to fly Mr. Tanisaka to Lincoln to take delivery of the vehicle and also offered to pay the costs associated with the shipping of the vehicle in a covered truck from Lincoln to his residence in California.

Please consider the foregoing and contact me as soon as possible. Thank you for your attention to this matter.

Sincerely yours,

JEFFREY, HAHN, HEMMERLING & ZIMMERMAN, P.C.

By: 

Thomas E. Zimmerman

TEZ/skt

pc: Husker Auto Group, Inc.