

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS	:	
ANTITRUST LITIGATION	:	Master File No. 12-md-02311
<hr/>		
PRODUCT(S):	:	
AUTOMOTIVE WIRE HARNESSES	:	2:12-cv-00102
HEATER CONTROL PANELS	:	2:12-cv-00402
BEARINGS	:	2:12-cv-00502
ANTI-VIBRATION RUBBER PARTS	:	2:13-cv-00802
WINDSHIELD WIPERS	:	2:13-cv-00902
RADIATORS	:	2:13-cv-01002
STARTERS	:	2:13-cv-01102
AUTOMOTIVE LAMPS	:	2:12-cv-01202
IGNITION COILS	:	2:13-cv-01402
HID BALLASTS	:	2:13-cv-01702
ELECTRONIC POWERED STEERING ASSEMBLIES	:	2:13-cv-01902
FAN MOTORS	:	2:13-cv-02102
FUEL INJECTION SYSTEMS	:	2:13-cv-02202
POWER WINDOW MOTORS	:	2:13-cv-02302
VALVE TIMING CONTROL DEVICES	:	2:13-cv-02502
WINDSHIELD WASHERS	:	2:13-cv-02802
CONSTANT VELOCITY JOINT BOOT PRODUCTS	:	2:14-cv-02902
SPARK PLUGS	:	2:15-cv-03002
SHOCK ABSORBERS	:	2:16-cv-03302
BODY SEALING PRODUCTS	:	2:16-cv-03402
INTERIOR TRIM	:	2:16-cv-03502
BRAKE HOSES	:	2:16-cv-03602
EXHAUST SYSTEMS	:	2:16-cv-03702
CERAMIC SUBSTRATES	:	2:16-cv-03802
MINIMODULES	:	2:17-cv-13136
SIDE DOOR LATCHES	:	2:17-cv-13005

This Document Relates to:	:	Hon. Marianne O. Battani
ALL DEALERSHIP ACTIONS	:	

**Order Authorizing Dissemination of Class Notice and Scheduling Hearing for Final
Approval of Settlements and Application For Interim Expenses,
Attorneys' Fees, and Service Awards**

These matters came before the Court on the Dealership Plaintiffs' Motion To Authorize Dissemination of Class Notice and To Schedule Hearing for Final Approval of Settlements and Application for Interim Expenses, Attorneys' Fees, and Service Awards.

WHEREAS, the Court has received and granted motions for preliminary approval of settlements (the "Settlements") entered into between the Dealership Plaintiffs and the following Defendants (and their related entities as defined in each Settlement Agreement):

Defendant	Date Preliminary Approval Motion Granted	Case Number	Case Name / Parts
Aisan	January 24, 2017	2:13-cv-02202	Fuel Injection Systems
Aisin Seiki	June 20, 2017	2:13-cv-02502	Valve Timing Control Devices
Alps	August 14, 2017	2:12-cv-00402	Heater Control Panels
Bosch	November 27, 2017	2:13-cv-00902 2:13-cv-01102 2:13-cv-02202 2:15-cv-03002	Windshield Wiper Systems Starters Fuel Injection Systems Spark Plugs
Bridgestone	November 14, 2017	2:13-cv-00802	Anti-Vibration Rubber Parts
Chiyoda	February 10, 2017	2:12-cv-00102	Automotive Wire Harness
Diamond Electric	January 25, 2018	2:13-cv-01402	Ignition Coils
Eberspacher	November 27, 2017	2:16-cv-03702	Exhaust Systems
G.S. Electech	October 13, 2017	2:12-cv-00102	Automotive Wire Harness
Hitachi II	January 25, 2018	2:16-cv-03302	Shock Absorbers
Hitachi Metals	May 23, 2017	2:16-cv-03602	Brake Hoses
INOAC	June 20, 2017	2:16-cv-03502	Interior Trim
JTEKT	November 7, 2016	2:12-cv-00502 2:13-cv-01902	Bearings Electronic Powered Steering Assemblies
Kiekert	November 30, 2017	2:17-cv-13005 2:17-cv-04302	Side Door Latches Minimodules
Koito	August 14, 2017	2:12-cv-01202 2:12-cv-01702	Automotive Lamps HID Ballasts
Mitsuba	November 27, 2017	2:13-cv-00902 2:13-cv-01002 2:13-cv-01102 2:13-cv-01202 2:13-cv-01902 2:13-cv-02102 2:13-cv-02202 2:13-cv-02302	Windshield Wipers Radiators Starters Automotive Lamps Electronic Powered Steering Assemblies Fan Motors Fuel Injection Systems Power Window Motors

Defendant	Date Preliminary Approval Motion Granted	Case Number	Case Name / Parts
		2:13-cv-02802	Windshield Washers
NGK Insulators	November 30, 2017	2:16-cv-03802	Ceramic Substrates
Nishikawa Rubber Company	December 12, 2017	2:16-cv-03402	Body Sealing Products
NTN	December 28, 2016	2:12-cv-00502	Bearings
Tokai Rika	October 13, 2017	2:12-cv-00102	Automotive Wire Harness
Toyo Tire & Rubber	October 25, 2017	2:13-cv-00802 2:14-cv-02902	Anti-Vibration Rubber Parts Automotive Constant Velocity Joint Boot Products
Yamada	January 20, 2017	2:13-cv-01902	Electronic Powered Steering Assemblies
Yamashita	December 5, 2016	2:13-cv-00802	Anti-Vibration Rubber Parts

WHEREAS, the Court has reviewed and considered the Settlements and believes that notice should be provided to the potential members of the Settlement Classes;

The Court, having reviewed the motion, its supporting memorandum, and the supporting declarations and papers, hereby **ORDERS**:

Notice To Potential Class Members

1. The Court approves the notice plan and the form and content of the settlement notices proposed in the motion presently before the Court.

2. For purposes of this Order, the term “Settlement Classes” shall mean the classes of persons and entities set forth in the Dealership Plaintiffs’ Settlement Agreements submitted to the Court for preliminary approval of settlements in the above matters.

3. The Dealership Plaintiffs have presented a plan to provide notice to the potential members of the Settlement Classes of the settlement terms and the various options the potential members have, including, among other things, to opt out of the Settlements, be represented by counsel of their choosing, to object to the Settlements, and to participate as a claimant in the Settlements.

4. The notice plan proposed by the Dealership Plaintiffs is the best practicable under the circumstances and complies with Federal Rule of Civil Procedure 23. In addition, the Court finds that the proposed notice to class members provides sufficient detail about the Settlements, so that it is appropriate to carry out the notice plan to allow the members of the Settlement Classes to consider and react to the Settlements.

5. The Dealership Plaintiffs have engaged Gilardi & Co, LLC (“Gilardi”), an experienced class action notice consultant, to design a notice plan and to assist in drafting of the notices. The Court has reviewed Gilardi’s qualifications and accepts its appointment as the Dealership Plaintiffs’ notice consultant for the Settlements.

6. Gilardi has proposed a notice plan that will provide notice to the potential members of the Settlement Classes consistent with Rule 23 and federal due process requirements.

7. The notice plan detailed in the Declaration of Alan Vasquez provides the best notice practicable under the circumstances and complies with due process requirements because it provides sufficient notice of: (a) the Settlements and their terms, (b) the right to opt out or object, and (c) the final approval hearing to dealerships who indirectly purchased certain component parts and/or new vehicles containing these parts and purchased such vehicles or parts in Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia,

and Wisconsin (the “Included States”) and who are therefore entitled to receive such notice as potential members of the Rule 23(b)(3) Settlement Classes.

8. The purpose of notice in a class action is to “afford members of the class due-process which, in the context of the Rule 23(b)(3) class action, guarantees them the opportunity to be excluded from the class action and not be bound by any subsequent judgment.” *Peters v. Nat’l R.R. Passenger Corp.*, 966 F.2d 1483, 1486 (D.C. Cir. 1992) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-74 (1974)).

9. Where names and addresses of known or potential class members are reasonably available, direct notice should be provided. *See, e.g., Eisen*, 417 U.S. at 175-76; *Manual for Complex Litigation* § 21.311, at 292 (4th ed. 2004). The notice plan here includes direct postal and email notice to known, potential members of the Settlement Classes in the Included States who have the right to elect to be excluded from the Settlement Classes and who may be entitled to share in the settlement proceeds. *Roberts v. Shermeta, Adams & VonAllmen, P.C.*, No.1:13-cv-1241, 2015 WL 1401352 (W.D. Mich. March 26, 2015).

10. The “best notice practicable” does not mean actual notice, nor does it require individual mailed notice where there are no readily available records of class members’ individual addresses or where it is otherwise impracticable. *See Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008); *In re Domestic Air Transp. Antitrust Litig.*, 141 F.R.D. 534, 548-53 (N.D. Ga. 1992); *Manual for Complex Litigation* § 21.311, at 288 (4th ed. 2004).

11. Where all class members cannot be identified for purposes of sending individual notice, notice by publication may also be sufficient. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 317-18 (1950); *Mirfasibi v. Fleet Mortg. Corp.*, 356 F.3d 781, 786 (7th

Cir. 2004); *Kaufman v. Am. Express Travel Related Servs. Co. Inc.*, 264 F.R.D. 438, 445-46 (N.D. Ill. 2009); *In re Vivendi Universal, S.A. Sec. Litig.*, 242 F.R.D. 76, 107 (S.D.N.Y. 2007).

12. Dealership Plaintiffs propose a notice plan that will include direct postal mail and email notice to known automobile dealerships that sell or sold new vehicles in the Included States; published notice in leading publications designed to target new car dealerships nationwide; online media efforts through outlets like Facebook and Twitter; and earned media efforts through a national press release and a settlement web site. Postal notice will be sent to approximately 14,000 addresses and email notice will be sent to approximately 46,000 deliverable addresses associated with automobile dealerships in the Included States that acquired new vehicles and / or sold the subject parts.

13. The notice plan's multi-faceted approach to providing notice to potential members of the Settlement Classes whose identity is not known to the settling parties constitutes "the best notice that is practicable under the circumstances" consistent with Rule 23(c)(2)(B). *See, e.g., In re Holocaust Victims Assets Litig.*, 105 F. Supp. 2d 139, 144 (E.D. N.Y. 2000) (approving plan involving direct-mail, published notice, press releases and earned media, Internet and other means of notice). According to Gilardi, the notice plan will "reach" more than 95 percent of potential class members and this is more than adequate reach for due process requirements. The Court concludes that the proposed notice plan should be implemented and carried out.

14. The Court also approves the content of the proposed notices. The content of the notice for a Rule 23(b)(3) settlement class "must clearly and concisely state in plain, easily understood language" seven types of information: "(i) the nature of the action; (ii) the

definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

15. The Court has reviewed the proposed notices and concludes that they provided the information required by Rule 23 and are drafted in a manner to clearly and concisely state the details of the Settlements in plain, easily understood language.

16. Within 15 days after the date of the entry of this Order (“the Notice Date”), Interim Class Counsel for the Dealership Plaintiffs (through its notice consultants) shall cause copies of a Postal Notice substantially in the form attached to this Order as Exhibit 1 to begin to be mailed by First Class Mail, postage prepaid, to each potential Settlement Class member in the Included States whose postal mailing address is reasonably known.

17. Within 15 days after the date of the entry of this Order, Interim Class Counsel for the Dealership Plaintiffs shall cause copies of an Email Notice substantially in the form attached to this Order as Exhibit 2 to be transmitted by electronic mail to the available email addresses associated with dealers in the Included States.

18. As soon as practicable after the Notice Date, Interim Class Counsel for the Dealership Plaintiffs shall cause to be published a Publication Notice, substantially in the form attached to the Declaration of Alan Vasquez. The Publication Notice will be published in: (1) *Ward’s AutoWorld*, (2) *Automotive News*, and (3) *Auto Dealer Monthly*. If timely publication in one or more of the listed publications becomes impracticable after the

issuance of this Order, appropriate changes to the publications or schedule may be made in consultation with Gilardi.

19. On or before the Notice Date, Interim Class Counsel for the Dealership Plaintiffs and Gilardi shall update the settlement website, www.AutoDealerSettlement.com, to identify the substance of each of the Settlements and the definitions of each Settlement Class, and shall make available each of the settlement agreements and the notices provided to potential class members.

20. In advance of the deadline for Settlement Class Members to opt out or object to the Settlements, Interim Class Counsel for the Dealership Plaintiffs will post to the Settlement Website available information about the Plans of Allocation for which the Dealership Plaintiffs have received Court approval.

21. The expenses related to the printing, mailing, and publishing of all notices required by this Order shall be paid from the Settlements. The reasonable costs of Gilardi's assistance shall also be paid from the Settlements. Interim Class Counsel for the Dealership Plaintiffs are authorized to make these disbursements from the Settlements.

22. Prior to the final approval hearing, Interim Class Counsel for the Dealership Plaintiffs shall serve and file a declaration attesting to compliance with the provisions of this Order.

Opt-Out Procedure

23. Notice to Rule 23(b)(3) settlement class members must clearly and concisely state the nature of the lawsuits and their claims and defenses, the classes certified, the settlement class member's right to appear through an attorney or opt out of any one or more

of the settlement classes, the time and manner for opting out, and the binding effect of a class judgment on members of the settlement classes. Fed. R. Civ. P. 23(c)(2)(B).

24. Compliance with Rule 23's notice requirements also satisfies due process requirements. "The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment." *In re Prudential Sales Practice Litig. Agent Actions*, 148 F.3d 283, 306 (3rd Cir. 1998).

25. The proposed notices and explanation of the process to opt out of the Rule 23(b)(3) Settlement Classes meet due-process requirements. The proposed notices explain the actions, who is included in the Settlements, and the right to opt out, object, or appear through an attorney. The notices also describe the time and manner for opting out and declining to participate in or be bound by the Settlements for the members of the Rule 23(b)(3) Settlement Classes.

26. Prospective members of the Settlement Classes can readily determine whether they are likely to be class members, since membership is based on being an automobile dealership that indirectly purchased the relevant component parts and/or new vehicles containing these component parts during the respective class periods. The Settlement Class definitions, a list of the Defendants and their alleged co-conspirators, and a list of the parts at issue in the Settlements, are set forth in the Postal Notice and will be available on the Settlement Website. The notices also direct dealerships to the settlement web site and claim administrator for additional information. Whether a dealership is included in one or more of the Settlement Classes is ascertainable.

27. The notice plan advises members of the Settlement Classes who indirectly purchased certain component parts and/or new vehicles containing those parts, and made such purchases in the Included States, of their option to opt out of one or more of the Settlements and pursue claims individually, if they wish. Such Settlement Class Members, who are potentially entitled to share in the proceeds of the Settlements, may seek to be excluded from one of the Settlements by sending a letter requesting that their dealership be excluded. The exclusion/opt out request must clearly state: (1) the Settlement Class Member's name, address, and telephone number; (2) all trade names or business names and addresses that the Settlement Class Member has used as a new vehicle dealership; (3) a signed statement identifying the Settlement Class[es] from which the Settlement Class Member requests to be excluded; and (4) the dealer number for each manufacturer for which the dealer was authorized to sell new vehicles. The completed letter requesting exclusion shall bear the signature(s) of a person or entity having the legal power or authority to bind the car dealership in its decision to opt out. An opt-out or request for exclusion shall not be effective unless it provides the required information and is made within the time stated in the notices.

28. A Settlement Class Member who is eligible to opt-out of the Settlements, and who wishes to opt-out, must send a letter requesting exclusion, postmarked by August 15, 2018 to the following address:

Auto Dealer Settlement Exclusions
P.O. Box 6002
Larkspur, CA 94977-6002

29. Except for those members of the Settlement Classes who indirectly purchased the relevant component parts and/or new vehicles containing these component parts in the Included States and who file a timely and proper opt-out, all other dealerships will be deemed Settlement Class members under the Settlements.

30. All members of the Settlement Classes shall be bound by the Settlements and by all subsequent proceedings, orders, and judgments in this MDL litigation for the cases in which the member remained in the Settlement Class. Any Settlement Class member who properly opts-out of one or more of the Settlements shall not be entitled to relief under, or be affected by, the Settlements from which they opted-out.

31. Potential Settlement Class members who elect to opt-out may later withdraw their opt-out, but only if they accept the terms of the Settlements.

32. Interim Class Counsel for the Dealership Plaintiffs may contact automobile dealerships who file an opt-out and may challenge the timeliness and validity of any opt-out request, as well as the right to effect the withdrawal of any opt-out filed in error and any exclusion which that Settlement Class member wishes to withdraw for purposes of participating in the Settlements. The Court shall determine whether any contested opt-out is valid.

33. The notice plan advises Rule 23(b)(3) Settlement Class members in the Included States of the option to exclude themselves from the Settlements and pursue their claims individually and provides sufficient time to exercise this right. Notice periods for opting out are “almost wholly an exercise in the Court’s discretion.” *In re Potash Antit. Litig.*, 161 F.R.D. 411, 413, n.4 (D. Minn. 1995). The approximately 60-day opt-out period

provided relative to the Settlements is reasonable. *Fidel*, 534 F.3d at 513-15 (6th Cir. 2008) (affirming 46-day opt-out period and recognizing that publication notice and notice provided to brokerage houses on behalf of stockholders satisfies due process).

34. Federal courts will approve opt-out periods in which the deadline to opt out is approximately 30 days. *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1374-75 (9th Cir. 1993) (affirming 31-day opt-out period pursuant to dual notice plan, even though one-third of the class members received untimely notice); *DeJulius v. New England Health Care Emp. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (affirming 32-day opt-out period and noting that “[f]or due process purposes, rather than looking at actual notice rates, our precedent focuses upon whether the district court gave ‘the best notice practicable under the circumstance’”); *In re OCA, Inc. Sec. & Deriv. Litig.*, Civ. A. No. 06-2165, 2008 WL 4681369, at *16 (E.D. La. Oct. 17, 2008) (approving 39-day opt-out period).

Objections to the Settlements

35. A member of a Settlement Class may object to one or more of the Settlements in which they are a member. To exercise this right, a Settlement Class member must provide a letter with a written notice of objection. The letter must specifically state to which of the Settlements the member objects and provide all trade names or business names that the Settlement Class member has used for the new vehicle dealership that is making the objection. The letter must also state the objecting Settlement Class member's name, address, telephone numbers, the dealer number for each manufacturer for which the dealer was authorized to sell new vehicles, and the Settlement Class member's reasons for objecting to the settlement. The objection must bear the address, contact information, and signature(s)

of a person or entity having the legal power or authority to bind the car dealership in making the objection.

36. To be considered, each objection letter must state the exact nature of the objection, the facts underlying the objection, and whether or not the objector or its counsel intends to appear at the final approval hearing. The objector must also provide a copy of any documents which the objector wants to use, reference, or rely upon at the final approval hearing. If the objector is represented by counsel, the objection shall identify and also be signed by the attorney who represents the objector.

37. Any attorney representing a Settlement Class member in relation to objecting to one of the Settlements shall file with the Clerk of Court and serve Interim Class Counsel for the Dealership Plaintiffs, a notice of appearance, not later than August 20, 2018.

38. All objection letters must be postmarked by August 15, 2018 and must be mailed to each of these addresses:

Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 564
Detroit, MI 48226

Auto Dealer Settlement Objections
P.O. Box 6002
Larkspur, CA 94977-6002

39. A dealer who objects to any of the Settlements shall respond to requests for information from the settling parties. The Dealership Plaintiffs and the settling Defendants may issue written discovery requests and may conduct the deposition(s) of the objecting party to determine, among other things, whether the objecting party is a member of one of the Settlement Classes and to ascertain the nature of the objection. Responses to written

requests for information issued under this paragraph shall be provided within seven days of receipt of the request. Settlement Class Members who fail to timely file and serve written objections, or fail to respond to discovery or make themselves available for deposition(s), shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to these Settlements.

40. No automobile dealer shall be entitled to contest the approval of the terms and conditions of the Settlements or the final orders and judgments requested thereon except by filing and serving written objections in accordance with the provisions of this Order.

41. Any member of the Settlement Classes who does not submit a timely, written objection in compliance with all of the procedures set forth in this Order shall be deemed to and shall have waived all such objections and will, therefore, be bound by all proceedings, orders, and judgments in these Settlements, which will be preclusive in all pending or future lawsuits or other proceedings.

The Final Approval Hearing

42. A final approval hearing will be held on September 26, 2018 at 2:00 p.m., before Judge Marianne O. Battani in Courtroom 737 (Judge Borman's Courtroom), Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, Michigan, to consider the fairness, reasonableness, and adequacy of the Settlements, and the request for interim attorneys' fees, litigation expenses, and class representative service awards.

43. All papers in support of the request for attorneys' fees, past litigation expenses, the establishment of a future expense fund, and class representative service awards, shall be filed by August 1, 2018.

44. The date of the final approval hearing shall be set forth in the Postal Notice, Email Notice, Publication Notice and Settlement Website.

45. Counsel for any of the settling Defendants and Interim Class Counsel for the Dealership Plaintiffs shall promptly furnish each other with copies of any objections or comments to the Settlements that come into their possession.

46. The Court retains jurisdiction for purposes of implementing the Settlements, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlements as may from time to time be appropriate, and to resolve any and all disputes arising thereunder or in connection therewith.

47. If any provision of this Order conflicts with a provision of any of the preliminary approval orders referenced herein, the provisions of this Order shall govern.

IT IS SO ORDERED.

Date: June 22, 2018

s/Marianne O. Battani
MARIANNE O. BATTANI
United States District Judge

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order was served upon counsel of record via the Court's ECF System to their respective email addresses or First Class U.S. mail to the non-ECF participants on June 22, 2018.

s/ Kay Doaks
Case Manager

INDEX OF EXHIBITS

Ex. 1 Postal Notice
Ex. 2 Email Notice

Exhibit 1

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

In re Automotive Parts Antitrust Litigation, No. 12-md-02311

If You Are an Automobile Dealership that Purchased New Vehicles or Bought Certain Parts for a Vehicle in the U.S. Since 1996

You Could Receive Money From Settlements of Class Actions

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or don't act. Read this Notice carefully.

Lawsuits involving the prices of certain vehicle component parts have been settled with certain Defendants in various class actions in this litigation ("Settling Defendants"). The Settling Defendants are identified below.

You can make a claim for money benefits if you are an automobile dealership that indirectly purchased certain component parts and/or purchased new vehicles for resale containing these parts ("Dealers") in the District of Columbia or one or more of the following states: Arizona, Arkansas, California, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

This is the **third group** of settlements ("Settlements") that provide benefits to eligible Dealers. The Settlements total approximately \$115 million.

The Settlements and Settling Defendants involved in this Notice are:

- Aisan Industry Co., Ltd. Franklin Precision Industry, Inc., Aisan Corporation of America, Hyundam Industrial Co., Ltd. (collectively, "Aisan") have paid \$1,440,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through December 19, 2016: (a) purchased a new Vehicle in the United States for resale, which included as a component part one or more Fuel Injection Systems manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) indirectly purchased one or more Fuel Injection Systems as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- Aisin Seiki Co., Ltd. and Aisin Automotive Casting, LLC (collectively, "Aisin Seiki") have paid \$5,880,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through August 25, 2016, indirectly: (a) purchased Valve Timing Control Devices manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased new vehicles containing Valve

Timing Control Devices manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

- Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc. (collectively, “Alps”) have paid \$1,020,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through May 5, 2017: (i) indirectly purchased one or more Heater Control Panels which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (ii) purchased a Vehicle in the United States for resale which included one or more Heater Control Panels as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.

- Robert Bosch GmbH, Robert Bosch LLC (collectively, “Bosch”) have paid \$10,560,000.00 to settle claims of eligible Dealers allocated as follows:
 - (1) \$160,512.00 to settle claims of eligible Dealers that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant; or indirectly purchased one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;

 - (2) \$328,416.00 to settle claims of eligible Dealers that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale which included, as a component part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;

 - (3) \$913,440.00 to settle claims of eligible Dealers, that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; and

- (4) \$9,157,632.00 to settle claims of eligible Dealers that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Spark Plug(s), Standard Oxygen Sensor(s), or Air Fuel Ratio Sensor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Spark Plug(s), Standard Oxygen Sensor(s), or Air Fuel Ratio Sensor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.
- Bridgestone Corporation and Bridgestone APM Company (collectively, “Bridgestone”) have paid \$9,360,000.00 to settle claims of eligible Dealers that, from March 1, 1996 through September 27, 2017: (a) indirectly purchased Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.
 - Chiyoda Manufacturing Corporation and Chiyoda USA Corporation (collectively “Chiyoda”) have paid \$604,800.00 to settle claims of eligible Dealers that, from January 1, 1999 through January 5, 2017: (a) indirectly purchased one or more Automotive Wire Harness Systems manufactured or sold by Defendants or any current or former parent, subsidiary or affiliate thereof, or any co-conspirator, or (b) purchased a new Vehicle in the United States for resale, which included as a component part Automotive Wire Harness Systems manufactured by Defendants or any or current or former parent, subsidiary, affiliate thereof, or co-conspirator.
 - Diamond Electric Mfg. Co., Ltd. and Diamond Electric Mfg. Corporation (collectively, “Diamond Electric”) have paid \$1,704,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through June 14, 2017: (a) indirectly purchased one or more Ignition Coil(s) as a component part, or indirectly purchased one or more Ignition Coil(s) as a replacement part, which were manufactured or sold by Defendants, any current or former subsidiary of Defendants, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale that contained Ignition Coil(s) manufactured or sold by Defendants, any current or former subsidiary of Defendants, or any co-conspirator of a Defendant.
 - Eberspächer Exhaust Technology GmbH & Co. KG and Eberspächer North America Inc. (collectively, “Eberspächer”) has paid \$432,000.00 to settle claims of eligible Dealers that, from January 1, 2002 through September 29, 2017: (a) indirectly purchased one or more Exhaust System(s) manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained one or more Exhaust System(s), which

were manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof, or co-conspirator.

- G.S. Electech, Inc., G.S. Wiring Systems, Inc., and G.S.W. Manufacturing, Inc. (collectively, “G.S. Electech”) has paid \$960,000.00 to settle claims of eligible Dealers that, from January 1, 1999, through August 29, 2016: (1) purchased new vehicles that included one or more Automotive Wire Harness System(s) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Automotive Wire Harness System(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant or any co-conspirator of the Defendants.
- Hitachi Metals, Ltd. and Hitachi Metals America, Ltd. (collectively, “Hitachi”) has paid \$360,000.00 to settle claims of eligible Dealers that, from February 1, 2004 to May 23, 2017: (a) indirectly purchased Automotive Brake Hoses manufactured or sold by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased a new Vehicle in the United States, which contained Automotive Brake Hose manufactured or sold by Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.
- Hitachi Automotive Systems, Ltd. (“HIAMS”) has paid \$4,200,000.00 to settle claims of eligible Dealers that, from January 1, 1995 through October 2, 2017: (a) indirectly purchased for resale one or more Shock Absorbers manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale containing Shock Absorbers manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- INOAC Corporation, INOAC Group North America, LLC, and INOAC USA Inc. (collectively, “INOAC”) has paid \$780,000.00 to settle claims of eligible Dealers that, from June 2004 through March 9, 2017: (a) indirectly purchased one or more Interior Trim(s) manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, including, but not limited to, Intertec Systems, LLC, a U.S. company, and Intertec Systems, an Ontario general partnership, or any coconspirator of a Defendant, or (b) purchased Vehicles containing one or more Interior Trim(s) manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, including, but not limited to, Intertec Systems, LLC, a U.S. company, and Intertec Systems, an Ontario general partnership, or any co-conspirator of a Defendant.
- JTEKT Corporation, JTEKT Automotive North America, Inc., and JTEKT North America Corp. (formerly d/b/a Koyo Corporation of U.S.A.) (collectively, “JTEKT”) has paid \$15,000,000.00 to settle claims of eligible Dealers allocated as follows:

- (1) \$13,711,206.00 to settle claims of eligible Dealers that, from January 1, 2000 through October 6, 2016: (1) purchased new Vehicles in the United States that included one or more Automotive Bearings as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant or (2) indirectly purchased one or more Automotive Bearings, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of Defendants; and
 - (2) \$1,288,794.00 to settle claims of eligible Dealers that, from January 1, 2000 through October 6, 2016: (1) purchased new Vehicles in the United States that included one or more Electronic Powered Steering Assemblies as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (2) indirectly purchased one or more Electronic Powered Steering Assemblies, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of Defendants.
- Kiekert AG and Kiekert U.S.A., Inc. (collectively, “Kiekert”) have paid \$720,000.00 to settle claims of eligible Dealers that, from January 1, 2004 through September 22, 2017: (a) indirectly purchased Side-Door Latches or Latch Minimodules, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale that contained one or more Side-Door Latches or Latch Minimodules, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any coconspirator of a Defendant.
 - Koito Manufacturing Co., Ltd., North American Lighting, Inc. (collectively, “Koito”) has paid \$7,260,000.00 to settle claims of eligible Dealers allocated as follows:
 - (1) \$6,838,194.00 to settle claims of eligible Dealers that, from July 1, 2002 through May 26, 2017: (a) indirectly purchased Automotive Lamps manufactured by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale containing Automotive Lamps manufactured by a Defendant or any current or former subsidiary, affiliate thereof or co-conspirator; and
 - (2) \$421,806.00 to settle claims of eligible Dealers that, from July 1, 1998 through May 26, 2017: (a) indirectly purchased HID Ballasts manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale containing HID Ballasts manufactured or sold by a Defendant or any current or former subsidiary, affiliate thereof or co-conspirator.

- MITSUBA Corporation and American Mitsuba Corporation (collectively, “Mitsuba”) has paid \$22,800,000.00 to settle claims of eligible Dealers allocated as follows:
 - (1) \$10,387,939.70 to settle claims of eligible Dealers that, from January 1, 2000 through August 30, 2017: purchased a Vehicle, which included, as a component part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;
 - (2) \$1,157,185.93 to settle claims of eligible Dealers that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Radiator(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Radiator(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;
 - (3) \$2,986,532.66 to settle claims of eligible Dealers that, from June 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;
 - (4) \$76,381.91 to settle claims of eligible Dealers that, from July 1, 2002 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Automotive Lamp(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Automotive Lamp(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;
 - (5) \$53,467.34 to settle claims of eligible Dealers that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Electric Powered Steering Assembly(ies), which were manufactured or sold by a

Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Electric Powered Steering Assembly(ies), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;

- (6) \$1,157,185.93 to settle claims of eligible Dealers that, from July 1, 1999 through August 30, 2017, purchased a Vehicle in the United States, which included, as a component part, one or more Fan Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Fan Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any coconspirator of a Defendant;
- (7) \$435,376.88 to settle claims of eligible Dealers that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant;
- (8) \$6,057,085.43 to settle claims of eligible Dealers that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Power Window Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Power Window Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; and
- (9) \$488,844.22 to settle the claims of eligible Dealers that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Windshield Washer System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Windshield Washer System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any coconspirator of a Defendant.

- NGK Insulators, Ltd. and NGK Automotive Ceramics USA, Inc. (collectively, “NGK”) have paid \$3,840,000.00 to settle claims of eligible Dealers that, from July 1, 1999 through October 26, 2017: (a) indirectly purchased one or more Ceramic Substrates, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any coconspirator of a Defendant, or (b) purchased Vehicles for resale that contained Ceramic Substrates manufactured by the Defendants or any current or former subsidiary, affiliate thereof, or any co-conspirator of a Defendant.
- NTN Corporation and NTN USA Corporation (collectively, “NTN”) have paid \$2,076,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through November 16, 2016, indirectly: (a) purchased Bearings manufactured by the Defendants in any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased new vehicles containing Bearings manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.
- Nishikawa Rubber Company, Ltd. (“NRC”) has paid \$11,880,000.00 to settle claims of eligible Dealers that: from January 1, 2000 through November 15, 2017: (a) purchased Vehicles for resale in the United States which included one or more Body Sealing(s) as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) indirectly purchased one or more Body Sealing(s) in the United States, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- Tokai Rika Co., Ltd. and TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc. (collectively, “Tokai Rika”) have paid \$240,000.00 to settle claims of eligible Dealers that, from January 1, 1999, through September 1, 2016 that purchased a new vehicle in the United States, which included one or more Automotive Wire Harness System(s) as a component part, or indirectly purchased one or more Automotive Wire Harness System(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants.
- Toyo Tire & Rubber Co., Ltd., Toyo Tire North America Manufacturing Inc., Toyo Tire North America OE Sales LLC, and Toyo Automotive Parts (USA), Inc. (collectively, “Toyo”) have paid \$11,400,000.00 to settle claims of eligible Dealers allocated as follows:
 - (1) \$10,845,255.47 to settle claims of eligible Dealers that, from March 1, 1996 through September 14, 2017: (a) indirectly purchased Anti-Vibrational Rubber Parts manufactured by the Defendants or any current

or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator; and

(2) \$554,744.53 to settle claims of eligible Dealers that, from January 1, 2006 through September 14, 2017: (a) indirectly purchased Automotive Constant-Velocity-Joint Boot Products manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Automotive Constant-Velocity Joint Boot Products manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

- Yamada Manufacturing Co., Ltd. and Yamada North America, Inc. (collectively, “Yamada”) have paid \$744,000.00 to settle claims of eligible Dealers that, from January 1, 2000 through November 28, 2016, purchased a new Vehicle in the United States for resale which included one or more Electronic Powered Steering Assemblies as a component part, or indirectly purchased one or more Electronic Powered Steering Assemblies as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- Yamashita Rubber Co., Ltd. and YUSA Corporation (collectively, “Yamashita”) have paid \$1,920,000.00 to settle claims of eligible Dealers that, from March 1, 1996 through September 27, 2016, purchased new Vehicles that included one or more Anti-Vibration Rubber Parts as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of the Defendants.
- The Settling Defendants and certain affiliates have also agreed to provide certain cooperation in the cases against the remaining Defendants.
- The final judgments and/or settlement agreements with respect to certain of the Settling Defendants will provide for additional non-monetary relief in the form of an injunction against these Settling Defendants (including certain affiliates of certain Settling Defendants) not to engage in certain conduct with respect to the identified parts for certain periods from the date of entry of the final judgment. The terms of this additional injunctive relief are contained in the proposed final judgments and/or settlement agreements relating to these Settling Defendants, and may be viewed at the Settlement Website, www.AutoDealerSettlement.com.
- The Settling Defendants deny that they are liable and have asserted a number of defenses to the Dealers’ claims but have settled to avoid the cost and risk of trials.
- If you are a Dealer as defined in this Notice and are a member of one or more of the Classes described in this Notice, the Settlements will affect the rights of your dealership.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
RELY ON PRIOR PROOF OF CLAIM TO PARTICIPATE IN THE SETTLEMENTS	To remain in the Settlement Classes, you do not need to take any further action at this time. If your dealership filed a valid Proof of Claim in the first or second round of dealership settlements in this litigation, you may rely on that Proof of Claim and do nothing further to participate in the current settlements. If you choose this option, the information you provided in the prior Proof of Claim will be used to determine your dealership's share in the net proceeds of the current proposed Settlements (if your prior Proof of Claim was timely, valid, and your dealership is entitled to a distribution under the Plans of Allocation (described below in response to Question No. 9)) and if and to the extent that the proposed Settlements are approved by the Court. Your dealership will be bound by the judgment and release to be entered by the Court as described below (the "Judgment"). Your dealership may also update the information it provided through the prior Proof of Claim by submitting an updated Proof of Claim form that must be postmarked or submitted electronically, by January 21, 2019.
FILE A PROOF OF CLAIM BY JANUARY 21, 2019 TO PARTICIPATE IN THE SETTLEMENTS	To remain in the Settlement Classes, you do not need to take any further action at this time. However, to share in the Settlement Funds, and only if your dealership did not submit a Proof of Claim form in the prior dealership settlements in this litigation (for more information see Question 8, below), your dealership must submit a Proof of Claim form that is available on the Settlement Website at www.AutoDealerSettlement.com, and submit it by January 21, 2019. If you choose this option, your dealership will share in the net proceeds of the proposed Settlements if its Proof of Claim is timely, valid, and your dealership is entitled to a distribution under the Plans of Allocation (described below in response to Question No. 9) and if and to the extent that the proposed Settlements are approved by the Court. Your dealership will be bound by the judgment and release to be entered by the Court as described below (the "Judgment"). To be valid, your dealership's request must contain the information required by the Proof of Claim form and be postmarked, or submitted electronically, by January 21, 2019.
EXCLUDE YOUR DEALERSHIP FROM THE SETTLEMENTS BY AUGUST 15, 2018	If your dealership does not want to be included in one or more of the Settlements Classes, it may request to be excluded. If your dealership timely submits a valid request for exclusion, it will not share in the Settlement Funds from the corresponding Settlement, and it will not be bound by the corresponding Judgment(s). It will then be your dealership's responsibility to pursue any of the claims that it preserves by opting out of one or more of the Settlement Classes. To be valid, the request for exclusion must contain the information set forth in response to Question 11 below and be postmarked by August 15, 2018.

<p>OBJECT TO THE SETTLEMENTS BY AUGUST 15, 2018</p>	<p>If your dealership wishes to object to one or more of the Settlements or the request for fees, expenses, and service awards, it may (as discussed below) write to the Court and counsel about why it objects. It is possible that the Settlements and request for fees, expenses, and service awards will be approved despite your objection. To be considered, your dealership’s objection must be made according to the procedures set forth in response to Question 16 below and be postmarked by August 15, 2018.</p>
<p>ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON SEPTEMBER 26, 2018</p>	<p>The Court will hold a hearing to decide whether to approve the Settlements and the request for attorney’s fees, expenses, and service awards. You may attend and ask the Court’s permission to speak, but you don’t have to participate in the hearing in order to attend. To request to speak at the Final Approval Hearing, you must follow the procedures set forth in response to Question 20 below and submit a request to speak that must be postmarked, or submitted electronically, by August 20, 2018.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court still has to decide whether to approve the Settlements. Payments will be made only if the Court approves the Settlements and that approval is upheld in the event of any appeal.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

 WHY IS THERE A NOTICE?

 WHAT ARE THESE LAWSUITS ABOUT?

 WHY ARE THESE CASES CLASS ACTIONS?

 WHY ARE THERE PROPOSED SETTLEMENTS?

 HOW DO I KNOW WHETHER MY DEALERSHIP IS PART OF THE SETTLEMENTS?

 I’M STILL NOT SURE IF MY DEALERSHIP IS INCLUDED.....

THE SETTLEMENT BENEFITS—WHAT YOUR DEALERSHIP GETS.....

 WHAT DO THE SETTLEMENTS PROVIDE?.....

 HOW MAY MY DEALERSHIP RECEIVE A PAYMENT?

 HOW MUCH WILL MY PAYMENT BE?.....

 WHAT IS MY DEALERSHIP GIVING UP TO STAY IN THE SETTLEMENT CLASSES?.....

EXCLUDING YOUR DEALERSHIP FROM THE SETTLEMENTS.....

 HOW DO I GET MY DEALERSHIP OUT OF THE SETTLEMENTS?

 CAN MY DEALERSHIP REMAIN IN THE SETTLEMENT FOR SOME DEFENDANTS AND EXCLUDE ITSELF FROM OTHERS?.....

 IF I EXCLUDE MY DEALERSHIP, CAN IT GET MONEY FROM THE SETTLEMENTS?.....

THE LAWYERS REPRESENTING AUTO DEALERS.....

 DOES MY DEALERSHIP HAVE A LAWYER IN THESE CASES?.....

 HOW WILL THE LAWYERS BE PAID?.....

OBJECTING TO THE SETTLEMENTS OR THE REQUESTS FOR ATTORNEY’S FEES, EXPENSES, AND SERVICE AWARDS

HOW DOES MY DEALERSHIP COMMENT ON OR OBJECT TO THE SETTLEMENTS?

WHAT’S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?.....

THE FINAL APPROVAL HEARING.....

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?.....

DO I HAVE TO COME TO THE HEARING?

MAY I SPEAK AT THE HEARING?

IF YOUR DEALERSHIP DOES NOTHING

WHAT HAPPENS IF MY DEALERSHIP DOES NOTHING?

GETTING MORE INFORMATION.....

ARE THERE MORE DETAILS ABOUT THE SETTLEMENTS AND THE REQUEST FOR ATTORNEY’S FEES, EXPENSES, AND SERVICE AWARDS?

HOW DO I GET MORE INFORMATION?.....

CAN I UPDATE MY DEALERSHIP’S ADDRESS?.....

BASIC INFORMATION

1. WHY IS THERE A NOTICE?

This Notice informs you about the partial Settlements reached in some of the cases that are included in this litigation. The Settlements may benefit Dealers who, during the relevant time periods, purchased a new vehicle containing, or purchased one or more of the following parts: Anti-Vibration Rubber Parts, Automotive Constant-Velocity Joint Boot Products, Automotive Lamps, Bearings, Body Sealings, Brake Hoses, Ceramic Substrates, Electronic Powered Steering Assemblies, Exhaust Systems, Fan Motors, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Interior Trim, Power Window Motors, Radiators, Shock Absorbers, Side Door Latches and Latch Minimodules, Spark Plugs (including Standard Oxygen Sensors and Air Fuel Ratio Sensors), Starters, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems and Wire Harness Systems manufactured by one or more of the Settling Defendants and/or their predecessors, subsidiaries and affiliates or those alleged to be their co-conspirators. For more information about these parts, you may review the settlement agreements at www.AutoDealerSettlement.com.

The term “Dealer” or “Automobile Dealer” means an entity or person authorized to engage in the business of selling and / or leasing new vehicles at retail in the United States. You may also have been transferred or acquired claims that would otherwise be released as part of the Settlements. **Most Dealers in the states set out in Question 2 below and the District of Columbia are eligible to make a claim for monetary benefits in addition to the non-monetary benefits that are available nationwide.**

The Court sent your dealership this Notice because, as a possible Class member, your dealership has a right to know about the Settlements and about its options, before the Court decides whether to

finally approve the Settlements. This Notice explains the lawsuits, the Settlements, and your dealership's legal rights.

The Court in charge is the United States District Court for the Eastern District of Michigan, and the litigation relates to separate class actions within the lead case known as *In re Automotive Parts Antitrust Litigation*, 12-md-02311. The Dealers who sued are called the "Plaintiffs" or the "Dealership Plaintiffs." The companies they sued in these cases are called the "Defendants." As described above, settlements have been reached with the "Settling Defendants."

2. WHAT ARE THESE LAWSUITS ABOUT?

The separate lawsuits claim that the Defendants in each lawsuit conspired to fix, maintain, and artificially raise the price of component parts at issue in each lawsuit. The lawsuits claim that, as a result of the relevant Defendants' conduct, Dealers paid more than they should have for the parts at issue in that lawsuit and paid more for the new vehicles in which those parts are contained. The lawsuits also allege that Dealers were unable to pass on all of these increased costs to their customers. These cases are proceeding as class actions for monetary recovery for Dealers in the District of Columbia and one or more of the following states: Arizona, Arkansas, California, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin (the "Included States"). The lawsuits also seek nationwide injunctive relief.

The Settling Defendants and their relevant affiliates deny these claims and have asserted various defenses. The Court has not yet decided who is right.

As noted above, the Settling Defendants are: Aisan, Aisin Seiki, Alps, Bosch, Bridgestone, Chiyoda, Diamond Electric, Eberspächer, G.S. Electech, Hitachi, HIAMS, INOAC, JTEKT, Kiekert, Koito, Mitsuba, NGK, NRC, NTN, Tokai Rika, Toyo, Yamada and Yamashita.

There are other Defendants who have not settled. This is the third group of Settlements preliminarily approved by the Court in the actions brought by the Dealership Plaintiffs on behalf of themselves and other Dealers. The cases continue against the other Defendants who have not settled ("Non-Settling Defendants").

3. WHY ARE THESE CASES CLASS ACTIONS?

In class actions, one or more individuals or companies called "Class Representatives" sue on behalf of themselves and others with similar claims. All of these individuals or companies together are the "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Judge Marianne O. Battani is in charge of these class actions.

4. WHY ARE THERE PROPOSED SETTLEMENTS?

All parties in litigation face an uncertain outcome. The continuation of the cases against the Settling Defendants could result in a judgment greater than these Settlements. However, continuing the

cases could result in no recovery or in a recovery that is less than the Settlements. The Settlements provide immediate benefit to the Class Members, and will avoid the delays that could occur in the event of contested trials and appeals. Based on these factors, the Dealer Class Representatives and their attorneys have concluded that the Settlements are in the best interests of the Class Members.

The cases are proceeding against the Non-Settling Defendants. Additional money may become available as a result of a trial or future settlements. Alternatively, the cases may be resolved in favor of the Non-Settling Defendants and no additional money may become available. There is no guarantee about what will happen.

5. HOW DO I KNOW WHETHER MY DEALERSHIP IS PART OF THE SETTLEMENTS?

Your dealership is part of one or more of the Settlements if it is a Dealer and falls within the definition of one or more of the Settlement Classes approved by Judge Marianne O. Battani. The Settlement Class definitions are set forth below. For the purposes of only this Paragraph 5, the term “Defendants” as used below shall be as defined in the applicable settlement agreements:

- (A) The Aisan Fuel Injection Systems Settlement Class is defined as:
 All Automobile Dealerships that, from January 1, 2000 through December 19, 2016
 (a) purchased a new Vehicle in the United States for resale, which included as a component part one or more Fuel Injection Systems manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) indirectly purchased one or more Fuel Injection Systems as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- (B) The Aisin Seiki Valve Timing Control Devices Settlement Class is defined as:
 All Automobile Dealerships that, from January 1, 2000 through August 25, 2016, indirectly (a) purchased Valve Timing Control Devices manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased new vehicles containing Valve Timing Control Devices manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.
- (C) The Alps Heater Control Panels Settlement Class is defined as:
 All Automobile Dealerships that, from January 1, 2000 through May 5, 2017, (i) indirectly purchased one or more Heater Control Panels which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (ii) purchased a Vehicle in the United States for resale which included one or more Heater Control Panels as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
- (D) The Bosch Windshield Wiper System Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant; or indirectly purchased one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(E) The Bosch Starters Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale which included, as a component part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(F) The Bosch Fuel Injection Systems Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(G) The Bosch Spark Plugs Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through September 29, 2017, purchased a Vehicle in the United States for resale, which included, as a component part, one or more Spark Plug(s), Standard Oxygen Sensor(s), or Air Fuel Ratio Sensor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant; or indirectly purchased one or more Spark Plug(s), Standard Oxygen Sensor(s), or Air Fuel Ratio Sensor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(H) The Bridgestone Anti-Vibration Rubber Parts Settlement Class is defined as:

All Automobile Dealerships that, from March 1, 1996 through September 27, 2017, (a) indirectly purchased Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(I) The Chiyoda Automotive Wire Harness Systems Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 1999 through January 5, 2017, (a) indirectly purchased one or more Automotive Wire Harness Systems manufactured or sold by Defendants or any current or former parent, subsidiary or affiliate thereof, or any co-conspirator, or (b) purchased a new Vehicle in the United States for resale, which included as a component part Automotive Wire Harness Systems manufactured by Defendants or any or current or former parent, subsidiary, affiliate thereof, or co-conspirator.

(J) The Diamond Electric Ignition Coils Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through June 14, 2017, (a) indirectly purchased one or more Ignition Coil(s) as a component part, or indirectly purchased one or more Ignition Coil(s) as a replacement part, which were manufactured or sold by Defendants, any current or former subsidiary of Defendants, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale that contained Ignition Coil(s) manufactured or sold by Defendants, any current or former subsidiary of Defendants, or any co-conspirator of a Defendant.

(K) The Eberspächer Exhaust Systems Settlement Class is defined as:

All automobile dealers that, from January 1, 2002 through September 29, 2017, (a) indirectly purchased one or more Exhaust System(s) manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained one or more Exhaust System(s), which were manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof, or co-conspirator.

(L) The G.S. Electech Automotive Wire Harness Systems Settlement Class is defined as:

All automobile dealers that, from January 1, 1999, through August 29, 2016: (1) purchased new vehicles that included one or more Automotive Wire Harness System(s) as a component part, which were manufactured or sold by a Defendant,

any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Automotive Wire Harness System(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant or any co-conspirator of the Defendants.

(M) The Hitachi Automotive Brake Hoses Settlement Class is defined as:

All Automobile Dealerships that, from February 1, 2004 to May 23, 2017: (a) indirectly purchased Automotive Brake Hoses manufactured or sold by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased a new Vehicle in the United States, which contained Automotive Brake Hose manufactured or sold by Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(N) The HIAMS Shock Absorbers Settlement Class is defined as:

All Automobile Dealerships that, during the period from and including January 1, 1995 through October 2, 2017, (a) indirectly purchased for resale one or more Shock Absorbers manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale containing Shock Absorbers manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.

(O) The INOAC Interior Trim Settlement Class is defined as:

All automobile dealers that, from June 2004 through March 9, 2017: (a) indirectly purchased one or more Interior Trim(s) manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, including, but not limited to, Intertec Systems, LLC, a U.S. company, and Intertec Systems, an Ontario general partnership, or any coconspirator of a Defendant, or (b) purchased Vehicles containing one or more Interior Trim(s) manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, including, but not limited to, Intertec Systems, LLC, a U.S. company, and Intertec Systems, an Ontario general partnership, or any co-conspirator of a Defendant.

(P) The JTEKT Automotive Bearings Settlement Class is defined as:

that, from January 1, 2000 through October 6, 2016: (1) purchased new Vehicles in the United States that included one or more Automotive Bearings as a component

part, which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant or (2) indirectly purchased one or more Automotive Bearings, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of Defendants.

(Q) The JTEKT Electronic Powered Steering Assemblies Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through October 6, 2016: (1) purchased new Vehicles in the United States that included one or more Electronic Powered Steering Assemblies as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (2) indirectly purchased one or more Electronic Powered Steering Assemblies, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of Defendants.

(R) The Kiekert Side-Door Latches and Latch Minimodules Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2004 through September 22, 2017, (a) indirectly purchased Side-Door Latches or Latch Minimodules, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) purchased Vehicles for resale that contained one or more Side-Door Latches or Latch Minimodules, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any coconspirator of a Defendant.

(S) The Koito Automotive Lamps Settlement Class is defined as:

All Automobile Dealers that, from July 1, 2002 through May 26, 2017: (a) indirectly purchased Automotive Lamps manufactured by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale containing Automotive Lamps manufactured by a Defendant or any current or former subsidiary, affiliate thereof or co-conspirator.

(T) The Koito HID Ballasts Settlement Class is defined as:

All Automobile Dealers that, from July 1, 1998 through May 26, 2017: (a) indirectly purchased HID Ballasts manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles

for resale containing HID Ballasts manufactured or sold by a Defendant or any current or former subsidiary, affiliate thereof or co-conspirator.

(U) The Mitsuba Windshield Wiper Systems Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017: purchased a Vehicle, which included, as a component part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Windshield Wiper System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(V) The Mitsuba Radiators Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Radiator(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Radiator(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(W) The Mitsuba Starters Settlement Class is defined as:

All Automobile Dealerships that, from June 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Starter(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(X) The Mitsuba Automotive Lamps Settlement Class is defined as:

All Automobile Dealerships that, from July 1, 2002 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Automotive Lamp(s), which were manufactured or sold by a Defendant, any

current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Automotive Lamp(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(Y) The Mitsuba Electric Powered Steering Assembly Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Electric Powered Steering Assembly(ies), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Electric Powered Steering Assembly(ies), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(Z) The Mitsuba Fan Motor Settlement Class is defined as:

All Automobile Dealerships that, from July 1, 1999 through August 30, 2017, purchased a Vehicle in the United States, which included, as a component part, one or more Fan Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Fan Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.

(AA) The Mitsuba Fuel Injection System Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Fuel Injection System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(BB) The Mitsuba Power Window Motor Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Power Window Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Power Window Motor(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

(CC) The Mitsuba Windshield Washer Systems Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through August 30, 2017, purchased a Vehicle, which included, as a component part, one or more Windshield Washer System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co conspirator of a Defendant, or indirectly purchased, as a replacement part, one or more Windshield Washer System(s), which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any coconspirator of a Defendant.

(DD) The NGK Ceramic Substrates Settlement Class is defined as:

All Automobile Dealerships that, from July 1, 1999 through October 26, 2017, (a) indirectly purchased one or more Ceramic Substrates, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any coconspirator of a Defendant, or (b) purchased Vehicles for resale that contained Ceramic Substrates manufactured by the Defendants or any current or former subsidiary, affiliate thereof, or any co-conspirator of a Defendant.

(EE) The NRC Body Sealings Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through November 15, 2017: (a) purchased Vehicles for resale in the United States which included one or more Body Sealing(s) as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant, or (b) indirectly purchased one or more Body Sealing(s) in the United States, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.

(FF) The NTN Bearings Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through November 16, 2016, indirectly: (a) purchased Bearings manufactured by the Defendants in any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased new vehicles containing Bearings manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(GG) The Tokai Rika Automotive Wire Harness Systems Settlement Class is defined as:

All automobile dealers that, from January 1, 1999, through September 1, 2016 that purchased a new vehicle in the United States, which included one or more Automotive Wire Harness System(s) as a component part, or indirectly purchased one or more Automotive Wire Harness System(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants.

(HH) The Toyo Anti-Vibration Rubber Parts Settlement Class is defined as:

All Automobile Dealerships that, from March 1, 1996 through September 14, 2017, (a) indirectly purchased Anti-Vibrational Rubber Parts manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Anti-Vibration Rubber Parts manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(II) The Toyo Constant-Velocity Joint Boot Products Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2006 through September 14, 2017, (a) indirectly purchased Automotive Constant-Velocity Joint Boot Products manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Vehicles for resale that contained Automotive Constant-Velocity Joint Boot Products manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(JJ) The Yamada Electronic Powered Steering Assemblies Settlement Class is defined as:

All Automobile Dealerships that, from January 1, 2000 through November 28, 2016, purchased a new Vehicle in the United States for resale which included one or more Electronic Powered Steering Assemblies as a component part, or indirectly purchased one or more Electronic Powered Steering Assemblies as a replacement

part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.

(KK) The Yamashita Anti-Vibration Rubber Parts Settlement Class is defined as:

All Automobile Dealerships that, from March 1, 1996 through September 27, 2016, purchased new Vehicles that included one or more Anti-Vibration Rubber Parts as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant, or any co-conspirator of the Defendants.

A list of the Defendants and the alleged co-conspirators for each case involving the affected component parts described in the Settlement Class definitions above is available on the Settlement Website at www.AutoDealerSettlement.com. You may also call the Settlement Administrator toll free at 1-888-565-3171 for more information.

Dealers who indirectly purchased certain component parts and/or purchased new vehicles for resale containing these component parts, listed in the Settlement Class definitions above, in one or more of the Included States (Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin) may receive money benefits from the Settlements. Dealers in the United States who indirectly purchased certain component parts and/or purchased new vehicles for resale containing these component parts, listed in the Settlement Class definitions above, may receive other, non-monetary benefits from the Settlements as explained in further detail on the Settlement Website at www.AutoDealerSettlement.com.

If your dealership is a member of one or more of these Settlement Classes and purchased in an Included State, the amount of money it will receive, if any, will depend upon where the dealership purchased the affected vehicles or component parts and the Plans of Allocation discussed below.

6. I'M STILL NOT SURE IF MY DEALERSHIP IS INCLUDED

Additional information to help you determine whether your dealership is a member of one or more of the Settlement Classes eligible to make a claim for money benefits is available on the Settlement Website at www.AutoDealerSettlement.com. You may also call the Settlement Administrator toll free at 1-888-565-3171 for more information.

THE SETTLEMENT BENEFITS—WHAT YOUR DEALERSHIP GETS

7. WHAT DO THE SETTLEMENTS PROVIDE?

The settlement funds (the “Settlement Funds”) for Dealers involved in this Notice total approximately \$115 million. The Settlement Funds for the respective Settlements and affected component parts are:

Auto Parts Settlements and Settlement Funds			
Automotive Parts Case	Settling Defendant	Amount Settled	Settlement Fund
Anti-Vibration Rubber Parts	Yamashita	\$1,920,000.00	\$22,125,255.47
	Toyo	\$10,845,255.47	
	Bridgestone	\$9,360,000.00	
Automotive Lamps	Mitsuba	\$76,381.91	\$6,914,575.91
	Koito	\$6,838,194.00	
Automotive Constant Velocity Joint Boot Products	Toyo	\$554,744.53	\$554,744.53
Bearings	NTN	\$2,076,000.00	\$15,787,206.00
	JTEKT	\$13,711,206.00	
Body Sealings	NRC	\$11,880,000.00	\$11,880,000.00
Brake Hoses	Hitachi Metals	\$360,000.00	\$360,000.00
Ceramic Substrates	NGK	\$3,840,000.00	\$3,840,000.00
Electronic Powered Steering Assemblies	Yamada	\$744,000.00	\$2,086,261.34
	JTEKT	\$1,288,794.00	
	Mitsuba	\$53,467.34	
Exhaust Systems	Eberspächer	\$432,000.00	\$432,000.00
Fan Motors	Mitsuba	\$1,157,185.93	\$1,157,185.93
Fuel Injection Systems	Aisan	\$1,440,000.00	\$2,788,816.88
	Mitsuba	\$435,376.88	
	Bosch	\$913,440.00	
Heater Control Panels	Alps	\$1,020,000.00	\$1,020,000.00
HID Ballasts	Koito	\$421,806.00	\$421,806.00
Ignition Coils	Diamond Electric	\$1,704,000.00	\$1,704,000.00
Interior Trim	INOAC	\$780,000.00	\$780,000.00
Power Window Motors	Mitsuba	\$6,057,085.43	\$6,057,085.43
Radiators	Mitsuba	\$1,157,185.93	\$1,157,185.93
Shock Absorbers	HIAMS	\$4,200,000.00	\$4,200,000.00
Side-Door Latches and Latch Minimodules	Kiekert	\$720,000.00	\$720,000.00

Spark Plugs, Standard Oxygen Sensors, Air Fuel Ratio Sensors	Bosch	\$9,157,632.00	\$9,157,632.00
Starters	Bosch	\$328,416.00	\$3,314,948.66
	Mitsuba	\$2,986,532.66	
Valve Timing Control Devices	Aisin Seiki	\$5,880,000.00	\$5,880,000.00
Windshield Washer Systems	Mitsuba	\$488,844.22	\$488,844.22
Windshield Wiper Systems	Mitsuba	\$10,387,939.70	\$10,548,451.70
	Bosch	\$160,512.00	
Wire Harness Systems	Tokai Rika	\$240,000.00	\$1,804,800.00
	G.S. Electech	\$960,000.00	
	Chiyoda	\$604,800.00	
Total			\$115,180,799.90

After deduction of attorney's fees, notice and claims administration costs, litigation expenses, and service awards to the Dealers who served as the Class Representatives, as approved by the Court, the net Settlement Funds will be distributed to Settlement Class members eligible for monetary relief who file, or who previously filed, Proof of Claims that are allowed by the claim administrator and the Court. The net Settlement Funds will be allocated to eligible members of the Settlement Classes according to Plans of Allocation that have been or will be approved by the Court.

Under all of the Settlements, the Settling Defendants will provide certain cooperation in the Dealers' continuing litigation against the Non-Settling Defendants. Some of the settlement agreements give the Settling Defendants the right to withdraw from their respective Settlements, or reduce their payments of Settlement Funds, in the event that certain percentages of Settlement Class members elect to exclude themselves from the respective Settlement(s).

The final judgments and/or settlement agreements with respect to certain of the Settling Defendants will provide for additional non-monetary relief in the form of an injunction prohibiting these Settling Defendants (including certain affiliates of certain Settling Defendants) from engaging in certain conduct with respect to the identified parts for a period of two years from the date of entry of the final judgment. The terms of this additional non-monetary relief are contained in the proposed final judgments and/or settlement agreements relating to these Settling Defendants, and may be viewed at the Settlement Website, www.AutoDealerSettlement.com.

The Settlements provide for the release of claims against the Settling Defendants (including all related entities and products covered by the releases in the individual settlement agreements) for claims relating to alleged conduct identified in the settlement agreements. The settlement

agreements describe in detail who is released and what claims and products are released, so read them carefully because those descriptions will be binding on you if you remain in one of the Settlement Class(es). If a Settlement is approved by the Court, all Settlement Class members who do not timely submit a valid request for exclusion from the respective Settlement Class and anyone claiming through them shall be deemed to have given up any related claims against the released parties.

The above description of the Settlements is only a summary. The complete terms, including the definitions of what parties and claims are being released, are set forth in the settlement agreements and Court filings, which may be obtained at the Settlement Website, www.AutoDealerSettlement.com.

8. HOW MAY MY DEALERSHIP RECEIVE A PAYMENT?

If your dealership remains in one or more of the Settlement Classes and one or more of those Settlements become effective, your dealership may be entitled to a portion of the Settlement Funds when a distribution is made to members of the applicable Settlement Class(es) who purchased the affected parts for resale as components in new vehicles or affected component parts in the Included States set out above. **If your dealership filed a valid Proof of Claim in the first or second round of dealership settlements in this litigation, you may rely on that Proof of Claim and do nothing further to participate in the current settlements.** If you choose this option, the information you provided in the prior Proof of Claim will be used to determine your dealership's share in the net proceeds of the current proposed Settlements (if your prior Proof of Claim was timely, valid, and your dealership is entitled to a distribution under the Plans of Allocation (described below in response to Question No. 9)) and if and to the extent that the proposed Settlements are approved by the Court. Your dealership will be bound by the judgment and release to be entered by the Court as described below (the "Judgment"). Your dealership may also update the information provided through the prior Proof of Claim by submitting an updated Proof of Claim form that must be postmarked, or submitted electronically, by January 21, 2019.

If your dealership did not submit a Proof of Claim in the first or second round of dealership settlements in this litigation but wants to share in the current settlements, it must submit a Proof of Claim either electronically on the Settlement Website at www.AutoDealerSettlement.com by January 21, 2019, or by First Class Mail postmarked by the deadline of January 21, 2019 to:

Auto Dealer Settlement Administrator
PO Box 8060
San Rafael, CA 94912-8060

If your dealership has submitted a valid Proof of Claim, it may then receive a distribution from the Settlements that are approved by the Court, and in which your dealership is a member of the Settlement Class.

The settlement agreements may be terminated for several reasons, including (1) if the Court does not approve, or materially modifies, the settlement agreements, (2) if the Court approves the settlement agreements but the approval is reversed or materially modified by an appellate court, or (3) by the parties under certain circumstances described in some of the settlement agreements. If the

settlement agreements are terminated, the lawsuits will proceed as if the settlement agreements had not been entered into. There will be no payments under any settlement agreements that are terminated.

9. HOW MUCH WILL MY PAYMENT BE?

Your dealership's share (if any) of the Settlement Funds will be determined based upon the Plans of Allocation, which have been devised under the supervision of a special allocation consultant and which have been, or will be, approved by the Court. The Plans of Allocation are or will be made available on the Settlement Website, at www.AutoDealerSettlement.com. The Plans of Allocation allocate the net proceeds of each of the Settlements to: (1) Dealers who purchased vehicle models that were subject to alleged collusion on bids for components parts, (2) Dealers who purchased vehicles from manufacturers of vehicles allegedly affected by collusion on bids for component parts, (3) Dealers who purchased the allegedly affected component parts manufactured by the Settling Defendants and/or their predecessors, subsidiaries and affiliates or their alleged co-conspirators, and (4) a reserve fund for future allocation and distribution to Settlement Class members. Payments will take into account the number and type of vehicles and affected component parts your dealership purchased during the periods set forth in the Settlement Class definitions.

At this time, it is unknown how much money each Settlement Class member who purchased new affected vehicles or any of the affected component parts in the Included States listed in Question 2 above will receive. It is expected that each Settlement Class member who purchased new affected vehicles or any of the affected component parts in the Included States and who files a valid Proof of Claim will receive a minimum payment of \$350.00 under these Settlements.

Certain portions of the Plans of Allocation may be considered at the Final Approval Hearing, along with the fairness of the Settlements, and applications for attorney's fees, reimbursement of partial and future expenses, and service awards. The Plans of Allocation may also be considered at later hearings before the Court, and notice of such hearings will be provided on the Settlement Website.

10. WHAT IS MY DEALERSHIP GIVING UP TO STAY IN THE SETTLEMENT CLASSES?

Unless your dealership excludes itself from a specific Settlement, it is staying in the corresponding Settlement Class(es), and that means that your dealership can't sue, continue to sue, or be part of any other lawsuit against that Settling Defendant (including all related entities covered by the releases in the individual settlement agreements) about the issues settled in these cases. This is called a release. It also means that all of the Court's orders will apply to and legally bind your dealership.

However, your dealership would not give up (a) any claim made with respect to any auto part that is not part of any Settlement or (b) any claim for negligence, certain breaches of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, or a similar claim, or any other claim unrelated to the legal issues in these cases. The Settlements also do not affect the rights of the members of the Settlement Classes against any Non-Settling Defendant. Lawsuits brought on behalf of Dealers will continue against the Non-Settling Defendants.

The settlement agreements, which are available at www.AutoDealerSettlement.com, describe the exact legal claims and rights that your dealership gives up if it stays in one or more of the Settlement Classes.

If your dealership wants to keep the right to sue or continue to sue one or more of the Settling Defendants, on its own, about the legal issues in these cases, then your dealership must take steps to get out of the Settlement(s) with those Settling Defendant(s). This is called excluding yourself, or opting out of, the Class. If your dealership opts out of a Settlement, it will not get any payment from that Settlement.

EXCLUDING YOUR DEALERSHIP FROM ANY OF THE SETTLEMENTS

11. HOW DO I GET MY DEALERSHIP OUT OF ONE OR MORE OF THE SETTLEMENTS?

If your dealership is a member of one or more of the Settlement Classes listed in Question 5 above and purchased new affected vehicles or any of the affected component parts in an Included State, you may opt-out or exclude your dealership from the Settlements. To exclude your dealership from one or more of the Settlements, your dealership must send a letter saying that it wants to opt out or be excluded from the relevant Settlement Class(es). The letter must include the following information:

- A statement indicating that your dealership wants to be excluded from one or more of the Settlement Classes.
- Whether it wants to be excluded from: the Aisan Fuel Injection Systems Settlement Class; Aisin Seiki Valve Timing Control Devices Settlement Class; the Alps Heater Control Panels Settlement Class; the Bosch Settlement Classes (i.e., the Windshield Wipers System Settlement Class; the Starters Settlement Class; the Fuel Injection Systems Settlement Class; or the Spark Plugs Settlement Class); the Bridgestone Anti-Vibration Rubber Parts Settlement Class; the Chiyoda Wire Harness Systems Settlement Class; the Diamond Electric of Ignition Coils Settlement Class; the Eberspächer Exhaust Systems Settlement Class; the G.S. Electech Automotive Wire Harness Systems Settlement Class; the Hitachi Automotive Brake Hoses Settlement Class; the HIAMS Shock Absorbers Settlement Class; the INOAC Interior Trim Settlement Class; the JTEKT Settlement Classes (i.e., the Automotive Bearings Settlement Class or the Electronic Powered Steering Assemblies Settlement Class); the Kiekert Side Door Latches and Latch Minimodules Settlement Class; the Koito Settlement Classes (i.e., the Automotive Lamps Settlement Class or the HID Ballasts Settlement Class); the Mitsuba Settlement Classes (i.e., the Windshield Wiper Systems Settlement Class; the Radiators Settlement Class; the Starters Settlement Class; the Automotive Lamps Settlement Class; the Electronic Powered Steering Assembly Settlement Class; the Fan Motors Settlement Class; the Fuel Injection Systems Settlement Class; the Power Window Motors Settlement Class; or the Windshield Washer Systems Settlement Class); the NGK Ceramic Substrates Settlement Class; the NRC Body Sealings Settlement Class; the NTN Bearings Settlement Class; the Tokai Rika Wire Harness Systems Settlement Class; the Toyo Settlement Classes (i.e., the Anti-Vibration Rubber Parts Settlement Class or the Automotive Constant-Velocity Joint Boot Products Settlement Class); the Yamada Electronic Powered Steering Assemblies Settlement Class; and / or the Yamashita Anti-Vibration Rubber Parts Settlement Class.

- Your dealership's request for exclusion may not be effective unless it specifies from which Settlement(s) it is seeking exclusion.
- The case name: *In re Automotive Parts Antitrust Litigation*.
- The name, address, telephone number, and signature of a person with the authority to bind the dealership in its decision to exclude itself from the Settlement(s).
- All trade names or business names and addresses the dealership has used as a new car dealership, as well as any subsidiaries or affiliates who are requesting to be excluded from the Settlement(s).
- Your dealership's dealer number(s) / dealer identification number(s) (for each car manufacturer for which you are or were an authorized dealer).

This letter must be postmarked by **August 15, 2018** and sent to:

Auto Dealer Settlement Exclusions
PO Box 6002
Larkspur, CA 94977-6002

If your dealership asks to be excluded from any of the Settlements, it will not get any payment from any of the particular Settlements from which it excludes itself, and your dealership cannot object to those Settlements.

Unless your dealership excludes itself, it gives up any right to sue the Settling Defendants (including all related entities covered by the releases in the individual settlement agreements) for the claims that the Settlements resolve. If your dealership has a pending lawsuit against a Settling Defendant (including all related entities covered by the releases in the individual settlement agreements) involving the same legal issues in this case, speak to your lawyer in that case immediately. (Your dealership must exclude itself from the corresponding Settlement Class(es) in order to continue its own lawsuit against one or more of the Settling Defendants (including all related entities covered by the releases in the individual settlement agreements) concerning the parts for which they have settled.)

12. CAN MY DEALERSHIP REMAIN IN THE SETTLEMENTS WITH SOME DEFENDANTS AND EXCLUDE ITSELF FROM OTHERS?

Yes. Because there are separate Settlements of separate lawsuits, your dealership will need to decide, for each of the Settlements, whether to exclude itself from the Settlement, or whether to remain in the corresponding Settlement Class(es).

13. IF I EXCLUDE MY DEALERSHIP, CAN IT GET MONEY FROM THE SETTLEMENTS?

No. If your dealership excludes itself from one or more Settlements, it will not be able to get money from those particular Settlements. If your dealership excludes itself from some, but not all, of the Settlements, it will be eligible to receive payment from the Settlements for which it remains in the corresponding Settlement Class(es).

THE LAWYERS REPRESENTING AUTO DEALERS

14. DOES MY DEALERSHIP HAVE A LAWYER IN THESE CASES?

The Court has appointed the law firms of Cuneo Gilbert & LaDuca, LLP, Larson • King, LLP, and Barrett Law Group, P.A. as interim class counsel (“Class Counsel”) in these lawsuits to represent your dealership and all other members of the Settlement Classes. The Barrett Law Group is not involved in the anti-vibration rubber parts cases. The Court also appointed Mantese Honigman, PC as Liaison Counsel for Dealers. Other law firms, including Thrash Law Firm, PA and Lovelace Law Firm, PA, are representing Dealers. Your dealership will not be charged directly by these lawyers, and any fees that they are paid will come from any settlements or recovery in these lawsuits. If your dealership wants to be represented by its own lawyer, it may hire one at its own expense.

15. HOW WILL THE LAWYERS BE PAID?

Your dealership is not personally responsible for payment of attorneys’ fees or expenses for Class Counsel or the other attorneys that have worked on behalf of the Dealers in these cases. As compensation for their time and the risk in litigating these cases on a contingent basis, Class Counsel will ask the Court to award attorneys’ fees of up to 30 percent of the Settlement Funds and reimbursement of expenses they have already paid in representing Dealers in these lawsuits. Any payment to Class Counsel must be approved by the Court, the attorneys may request less than one-third of the Settlement Funds, and the Court may award less than the requested amount.

Class Counsel may also request that up to 1.5 percent of the Settlement Funds be awarded to the group of Dealers who serve as Class Representatives in these lawsuits to recognize them for the time, effort, and resources they have devoted to representing the Settlement Classes. If the Court grants this request, the service awards will be deducted proportionally from the Settlement Funds.

The fees, costs, expenses and service awards that the Court orders, plus the cost to administer the Settlements, will come out of the Settlement Funds. Class Counsel will also seek permission to set aside up to 3 percent of the Settlement Funds for future litigation expenses to be used in the continuing lawsuits against the Non-Settling Defendants. Any unused funds that remain after payment of attorneys’ fees will revert to the Settlement Funds for payment to eligible Dealers. The motion requesting these awards will be considered at the Final Approval Hearing described in this Notice and will be posted on the Settlement Website, www.AutoDealerSettlement.com, by August 1, 2018.

OBJECTING TO THE SETTLEMENTS OR THE REQUESTS FOR ATTORNEY’S FEES, EXPENSES, AND SERVICE AWARDS

Your dealership can tell the Court that it doesn’t agree with the Settlements or some parts of them, or with the request for attorney’s fees, reimbursement of expenses, or service awards.

16. HOW DOES MY DEALERSHIP COMMENT ON OR OBJECT TO THE SETTLEMENTS?

Your dealership can object to any Settlement in which it is a member of the corresponding Settlement Class(es) as long as it has not excluded itself from the corresponding Settlement Class(es). Your dealership can object if it doesn’t like any part of them, or if it disagrees with the

request for attorney's fees, expenses, and service awards. The Court will consider your dealership's views.

To object, your dealership must send a letter that includes:

- Whether it wants to state an objection or make a comment in connection with:
 - the Settlement by Aisan of the claims in the Fuel Injection Systems Action;
 - the Settlement by Aisin Seiki of the claims in the Valve Timing Control Devices Action;
 - the Settlement by Alps of the claims in the Heater Control Panels Action;
 - the Settlement by Bosch of the claims in the Windshield Wipers System Action; the Starters Action; the Fuel Injection Systems Action; or the Spark Plugs Action;
 - the Settlement by Bridgestone of the claims in the Anti-Vibration Rubber Parts Action;
 - the Settlement by Chiyoda of the claims in the Wire Harness Systems Action;
 - the Settlement by Diamond Electric of the claims in the Ignition Coils Action;
 - the Settlement by Eberspächer of the claims in the Exhaust Systems Action;
 - the Settlement by G.S. Electech of the claims in the Automotive Wire Harness Systems Action;
 - the Settlement by Hitachi of the claims in the Automotive Brake Hoses Action;
 - the Settlement by HIAMS of the claims in the Shock Absorbers Action;
 - the Settlement by INOAC of the claims in the Interior Trim Action;
 - the Settlement by JTEKT of the claims in the Automotive Bearings Action or the Electronic Powered Steering Assemblies Action;
 - the Settlement by Kiekert of the claims in the Side Door Latches and Minimodules Action;
 - the Settlement by Koito of the claims in the Automotive Lamps Action or the HID Ballasts Action;
 - the Settlement by Mitsuba of the claims in the Windshield Wiper Systems Action; the Radiators Action; the Starters Action; the Automotive Lamps Action; the Electronic Powered Steering Assembly Action; the Fan Motors Action; the Fuel Injection Systems Action; the Power Window Motors Action; or the Windshield Washer Systems Action;
 - the Settlement by NGK of the claims in the Ceramic Substrates Action;
 - the Settlement by NRC of the claims in the Body Sealings Action;
 - the Settlement by NTN of the claims in the Bearings Action;
 - the Settlement by Tokai Rika of the claims in the Wire Harness Systems Action;
 - the Settlement by Toyo of the claims in the Anti-Vibration Rubber Parts Action or the Automotive Constant-Velocity Joint Boot Products Action;
 - the Settlement by Yamada of the claims in the Electronic Powered Steering Assemblies Action; or
 - the Settlement by Yamashita of the claims in the Anti-Vibration Rubber Parts Action.
- The case name: *In re Automotive Parts Antitrust Litigation*;
- The name, address, telephone number, and signature of a person with the authority to bind the dealership in its decision to object to the Settlement(s);

- All trade names or business names and addresses the dealership has used as a new car dealership, as well as any subsidiaries or affiliates who are objecting to the Settlement(s);
- Your dealership's dealer number(s) / dealer identification number(s) (for each car manufacturer for which you are or were an authorized dealer);
- Evidence that the objecting new car dealership is a member of one of the Settlement Classes;
- A full explanation of why your dealership objects to the Settlement(s) and which Settlement(s) it objects to;
- Whether you or an attorney representing your dealership intends to appear at the Final Approval Hearing; and
- Copies of any documents you wish to use, reference, or rely upon at the Final Approval Hearing.

Your dealership must mail the objection to the Court at the following address, postmarked by August 15, 2018:

Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 564
Detroit, MI 48226

A copy of the objection must also be mailed to the following address, postmarked by August 15, 2018:

Auto Dealer Settlement Objections
PO Box 6002
Larkspur, CA 94977-6002

17. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that your dealership doesn't like something about the Settlements or the request for attorney's fees, reimbursement of expenses, or service awards. Your dealership can object to one or more of the Settlements only if it stays in the Settlement Class(es) for the particular Settlement. If your dealership excludes itself from a Settlement, it has no right to object because that Settlement no longer affects your dealership.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlements, and the request for attorney's fees, expenses, and service awards. You may attend and ask the Court's permission to speak, but you don't have to participate in the hearing in order to attend.

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?

The Court will hold the Final Approval Hearing at 2:00 P.M. on September 22, 2018, at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W.

Lafayette Blvd., Courtroom 272, Detroit, MI 48226. At that hearing, the Court will consider whether each of the Settlements is fair, reasonable, and adequate, and whether to award attorney's fees, reimbursement of expenses, and service awards. The Court may also consider whether certain of the Plans of Allocation are fair and reasonable. If there are objections, the Court will consider them. We do not know how long these decisions will take or whether appeals will be filed.

The Court may change the time and date of the Final Approval Hearing. Notice of any change will be posted at www.AutoDealerSettlement.com.

19. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If your dealership files an objection, you do not have to come to Court to talk about it. As long as you mailed your dealership's written objection on time, it will be before the Court when the Court considers whether to approve the Settlements. Your dealership also may pay its own lawyer to attend the Final Approval Hearing, but such attendance is not necessary.

20. MAY I SPEAK AT THE HEARING?

You, or a lawyer representing your dealership, may ask the Court for permission to speak at the Final Approval Hearing. If you wish to do so, you or the lawyer representing your dealership must send a letter stating the following:

- “Notice of Intention to Appear in *In re Automotive Parts Antitrust Litigation*”;
- Which of the settlements identified in Question 5 you are seeking to address at the hearing;
- For each of the settlements you are seeking to address, the position your dealership will take and your reasons;
- The name, address, telephone number, and signature of the person who will appear; and
- Proof of your dealership's membership in at least one of the Settlement Classes.

The Notice of Intention to Appear must be filed with the Court at the following address, received by August 20, 2018:

Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 564
Detroit, MI 48226

Copies of the Notice of Intention to Appear must also be sent to the attorneys listed in Question 23.

IF YOUR DEALERSHIP DOES NOTHING

21. WHAT HAPPENS IF MY DEALERSHIP DOES NOTHING?

If your dealership does nothing, it will remain in the class(es) for each Settlement of which your dealership is a Settlement Class member, and your dealership will be bound by the Judgment in the cases.

However, to share in a distribution of the Settlement Funds, your dealership will need to timely submit a valid Proof of Claim form if it did not submit a valid Proof of Claim form in the earlier dealership settlements in this litigation. Your dealership may rely on its prior Proof of Claim if it does not wish to update its information. The Proof of Claim form and a form to update information are available on the Settlement Website at www.AutoDealerSettlement.com. After either relying on a prior valid Proof of Claim form or submitting a new form, your dealership may then receive a distribution from the Settlements that are approved by the Court, and in which you are a member of the corresponding Settlement Class(es). See Question 8 for more information.

GETTING MORE INFORMATION

22. ARE THERE MORE DETAILS ABOUT THE SETTLEMENTS AND THE REQUEST FOR ATTORNEY'S FEES, EXPENSES, AND SERVICE AWARDS?

This Notice summarizes the Settlements. More details are in the settlement agreements. You can get a copy of the settlement agreements by visiting www.AutoDealerSettlement.com.

Class Counsel will file a motion for final approval of the Settlements and a motion with a request for attorney's fees, reimbursement of expenses, and service awards, which will contain additional information. The motion seeking attorneys' fees, reimbursement of expenses, and service awards will be filed by August 1, 2018 and will be available at www.AutoDealerSettlement.com.

23. HOW DO I GET MORE INFORMATION?

If you have questions or want more information, you can visit the Settlement Website at www.AutoDealerSettlement.com or call the Settlement Administrator toll free at (888) 565-3171. You can also visit the office of the Clerk of Court, Theodore Levin U.S. Courthouse, 31 W. Lafayette Blvd., Room 564, Detroit, MI 48226 to review the Court filings or visit the Court's Public Access to Court Electronic Records (PACER) system at www.pacer.gov.

If you cannot locate the answer to your question, you may write to Class Counsel at the following addresses:

Jonathan W. Cuneo
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave. NW, #200
Suite 2800
Washington, DC 20016

Don Barrett
Barrett Law Group, P.A.
P.O. Box 927
Lexington, MS 39095

Shawn M. Raiter
Larson • King, LLP
30 East Seventh Street,
St. Paul, MN 55101

24. CAN I UPDATE MY DEALERSHIP'S ADDRESS?

Yes. If your dealership's address changes, please update your information online at www.AutoDealerSettlement.com.

DATED: _____, 2018

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Judge Marianne O. Battani

Exhibit 2

Legal Notice

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

In re Automotive Parts Antitrust Litigation, No. 12-md-02311

If You Are an Automobile Dealership that Purchased New Vehicles or Purchased Certain Parts for a Vehicle in the U.S. Since 1996

You Could Receive Money From Settlements of Class Actions

Lawsuits involving the prices of certain vehicle component parts have been settled with certain Defendants in various class actions in this litigation (“Settling Defendants”). The Settling Defendants are identified below. The cases are separate class actions within the lead case known as *In re Automotive Parts Antitrust Litigation*, 12-md-02311 (E.D. Mich.), which is currently before United States District Judge Marianne O. Battani.

You can make a claim for money benefits if you are an automobile dealership that indirectly purchased certain component parts and/or purchased new vehicles containing these parts (“Dealer”) in the District of Columbia or one or more of the following states: Arizona, Arkansas, California, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

These Settlements may affect your rights. Read on for more information.

What Are The Lawsuits About?

The separate lawsuits claim that the Defendants in each lawsuit engaged in unlawful agreements that had the effect of impacting the price of certain vehicle component parts. The lawsuits claim that, as a result of the relevant Defendants’ conduct, Dealers paid more than they should have for the parts at issue and paid more for the new vehicles in which those parts are contained. The lawsuits also allege that Dealers were unable to pass on all of these increased costs to their customers.

These cases are proceeding as class actions for monetary recovery for Dealers in the states listed in this Notice and the District of Columbia. The lawsuits also seek nationwide injunctive relief. Although the Settling Defendants have agreed to settle, the Settling Defendants and certain affiliates deny that they engaged in any wrongdoing or are liable and owe any money or benefits to Plaintiffs. The Court has not yet decided who is right. The Settling Defendants have settled to avoid the cost and risk of trials.

The Court has appointed the law firms of Cuneo Gilbert & LaDuca, LLP, Larson • King, LLP, and Barrett Law Group, P.A. as interim class counsel (“Class Counsel”) in these lawsuits to represent your dealership and all other members of the Dealer class actions. Your dealership will not be charged directly by these lawyers, and any fees that they are paid will come from any settlements or recovery in these lawsuits. If your dealership wants to be represented by its own lawyer, it may hire one at its own expense.

Who’s Included In The Settlements?

Your dealership is part of one or more of the Settlements if it is a Dealer and falls within the definition of one or more of the settlement classes (“Settlement Classes”) approved by Judge Battani. The class definitions are set forth in the full-length Notice, which is available at www.AutoDealerSettlement.com. The term “Dealer” or “dealership” means an entity or person authorized to engage in the business of selling and / or leasing new vehicles at retail in the United States. A list of the parts included in these Settlements and their manufacturers can be found at www.AutoDealerSettlement.com.

Who Are The Settling Defendants?

The Settling Defendants involved in this Notice are: Aisan Industry Co., Ltd. Franklin Precision Industry, Inc., Aisan Corporation of America, Hyundam Industrial Co., Ltd. (collectively, “Aisan”); Aisin Seiki Co., Ltd. and Aisin Automotive Casting, LLC (collectively, “Aisin Seiki”); Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc. (collectively, “Alps”); Robert Bosch GmbH, Robert Bosch LLC (collectively, “Bosch”); Bridgestone Corporation and Bridgestone APM Company (collectively, “Bridgestone”); Chiyoda Manufacturing Corporation and Chiyoda USA Corporation (collectively “Chiyoda”); Diamond Electric Mfg. Co., Ltd. and Diamond Electric Mfg. Corporation (collectively, “Diamond Electric”); Eberspächer Exhaust Technology GmbH & Co. KG and Eberspächer North America Inc. (collectively, “Eberspächer”); G.S. Electech, Inc., G.S. Wiring Systems, Inc., and G.S.W. Manufacturing, Inc. (collectively, “G.S. Electech”); Hitachi Metals, Ltd. and Hitachi

Metals America, Ltd. (collectively, “Hitachi”); Hitachi Automotive Systems, Ltd. (“HIAMS”); INOAC Corporation, INOAC Group North America, LLC, and INOAC USA Inc. (collectively, “INOAC”); JTEKT Corporation, JTEKT Automotive North America, Inc., and JTEKT North America Corp. (formerly d/b/a Koyo Corporation of U.S.A.) (collectively, “JTEKT”); Kiekert AG and Kiekert U.S.A., Inc. (collectively, “Kiekert”) Koito Manufacturing Co., Ltd., North American Lighting, Inc. (collectively, “Koito”); MITSUBA Corporation and American Mitsuba Corporation (collectively, “Mitsuba”); NGK Insulators, Ltd. and NGK Automotive Ceramics USA, Inc. (collectively, “NGK”); NTN Corporation and NTN USA Corporation (collectively, “NTN”); Nishikawa Rubber Company, Ltd. (“NRC”); Tokai Rika Co., Ltd. and TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc. (collectively, “Tokai Rika”); Toyo Tire & Rubber Co., Ltd., Toyo Tire North America Manufacturing Inc., Toyo Tire North America OE Sales LLC, and Toyo Automotive Parts (USA), Inc. (collectively, “Toyo”); Yamada Manufacturing Co., Ltd. and Yamada North America, Inc. (collectively, “Yamada”); and Yamashita Rubber Co., Ltd. and YUSA Corporation (collectively, “Yamashita”).

A list of the Defendants involved in this Notice, their affiliates, and the alleged co-conspirators for each case involving the parts described in the Settlement Class definitions and settlement agreements is available at www.AutoDealerSettlement.com.

What Do The Settlements Provide?

Dealers in the United States who indirectly purchased certain component parts and/or purchased new vehicles containing these component parts, listed in the Settlement Class definitions, in the states listed in this Notice or the District of Columbia may receive money benefits from the Settlements. Dealers in the United States who indirectly purchased certain component parts and/or purchased new vehicles containing these component parts, listed in the Settlement Class definitions, may receive other, non-monetary benefits from the Settlements as explained in further detail at www.AutoDealerSettlement.com.

The settlement funds (the “Settlement Funds”) for Dealers in these Settlements total approximately \$115 million. A table detailing the respective Settlements and the parts involved can be found in the full-length Notice, which is available at www.AutoDealerSettlement.com. The amount of money your dealership may receive, if any, will depend upon where the dealership purchased the affected vehicles or component parts, the type and quantity of vehicles and parts the dealership purchased in the states listed above and the District of Colombia, and the total number of claims made by eligible Dealers. Attorneys’ fees and expenses and class representative awards will be requested and may be awarded by the Court.

Under all of the Settlements, the Settling Defendants will provide certain cooperation in the Dealers’ continuing litigation against the Non-Settling Defendants. Some of the settlement agreements give the Settling Defendants the right to reduce the amount they are required to pay and/or to withdraw from their respective Settlements in the event that certain percentages of Settlement Class members elect to exclude themselves from the respective Settlement(s). The final judgments and/or settlement agreements with respect to certain of the Settling Defendants will provide for additional non-monetary relief in the form of an agreement not to engage in certain conduct with respect to the identified parts for a period of two years from the date of entry of the final judgment. These terms are all contained in the proposed final judgments and/or settlement agreements relating to these Settling Defendants, and may also be viewed at www.AutoDealerSettlement.com.

What Are My Rights And Options?

1. File a Proof of Claim to participate in the Settlements

If your dealership filed a valid Proof of Claim in either of the first two rounds of dealership settlements in this litigation, you may rely on that Proof of Claim and do nothing further to participate in the current settlements. If you choose this option, the information you provided in the prior Proof of Claim will be used to determine your dealership’s share in the net proceeds of the current proposed Settlements.

To remain in the Settlement Classes, you do not need to take any further action at this time. However, to share in the Settlement Funds, and only if your dealership did not submit a Proof of Claim form in the prior dealership settlements in this litigation, your dealership must submit a Proof of Claim form that is available at www.AutoDealerSettlement.com. Proof of Claim forms must be filed on or before January 21, 2019 at www.AutoDealerSettlement.com or sent via USPS Mail, postmarked by January 21, 2019 to:

Auto Dealer Settlement Administrator

PO Box 8060
San Rafael, CA 94912-8060

If you choose the File a Proof of Claim option, your dealership will share in the net proceeds of the Settlement Funds if: (1) your dealership's Proof of Claim is timely and valid; (2) your dealership is entitled to a distribution under the Plans of Allocation that have been or will be approved by the Court; and (3) the proposed Settlements are finally approved by the Court. Your dealership will be bound by the judgments and releases to be entered by the Court as described in the full-length Notice.

2. Opt your dealership out of the Settlements

If your dealership does not want to be included in one or more of the following settlements: Aisan Fuel Injection Systems Settlement Class; Aisin Seiki Valve Timing Control Devices Settlement Class; the Alps Heater Control Panels Settlement Class; the Bosch Settlement Classes (i.e., the Windshield Wipers System Settlement Class; the Starters Settlement Class; the Fuel Injection Systems Settlement Class; or the Spark Plugs Settlement Class); the Bridgestone Anti-Vibration Rubber Parts Settlement Class; the Chiyoda Wire Harness Systems Settlement Class; the Diamond Electric of Ignition Coils Settlement Class; the Eberspächer Exhaust Systems Settlement Class; the G.S. Electech Automotive Wire Harness Systems Settlement Class; the Hitachi Automotive Brake Hoses Settlement Class; the HIAMS Shock Absorbers Settlement Class; the INOAC Interior Trim Settlement Class; the JTEKT Settlement Classes (i.e., the Automotive Bearings Settlement Class or the Electronic Powered Steering Assemblies Settlement Class); the Kiekert Side Door Latches and Latch Minimodules Settlement Class; the Koito Settlement Classes (i.e., the Automotive Lamps Settlement Class or the HID Ballasts Settlement Class); the Mitsuba Settlement Classes (i.e., the Windshield Wiper Systems Settlement Class; the Radiators Settlement Class; the Starters Settlement Class; the Automotive Lamps Settlement Class; the Electronic Powered Steering Assembly Settlement Class; the Fan Motors Settlement Class; the Fuel Injection Systems Settlement Class; the Power Window Motors Settlement Class; or the Windshield Washer Systems Settlement Class); the NGK Ceramic Substrates Settlement Class; the NRC Body Sealings Settlement Class; the NTN Bearings Settlement Class; the Tokai Rika Wire Harness Systems Settlement Class; the Toyo Settlement Classes (i.e., the Anti-Vibration Rubber Parts Settlement Class or the Automotive Constant-Velocity Joint Boot Products Settlement Class); the Yamada Electronic Powered Steering Assemblies Settlement Class; and / or the Yamashita Anti-Vibration Rubber Parts Settlement Class (as defined in the full-length Notice), it may request to be excluded. If your dealership timely submits a valid request for exclusion, it will not share in the Settlement Funds from the corresponding Settlement, and it will not be bound by the corresponding Judgment(s). It will then be your dealership's responsibility to pursue any of the claims that it preserves by opting out of one or more of the Settlement Classes. **To be valid, the request for exclusion / opt out must follow the instructions set forth in the full-length Notice and be postmarked by August 15, 2018. The full instructions and requirements for opting out may be viewed at www.AutoDealerSettlement.com.**

3. Object to the Settlements

If your dealership wishes to object to one or more of the Settlements or the request for attorney's fees, expenses, and service awards, it may (as discussed below) write to the Court and counsel about why it objects. It is possible that the Settlements and request for fees, expenses, and service awards will be approved despite your objection. **To be considered, your dealership's objection must be filed according to the procedures set forth in the full-length Notice and postmarked no later than August 15, 2019. The full instructions and requirements for objecting to one or more of the Settlements may be viewed at www.AutoDealerSettlement.com.**

4. Attend the Final Approval Hearing

The Court will hold a Final Approval Hearing on September 26, 2018 at 2:00 p.m. at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Courtroom 272, Detroit, MI 48226 to decide whether to approve the Settlements and the request for attorney's fees, expenses, and service awards. You may attend and ask the Court's permission to speak, but you don't have to participate in the hearing in order to attend. To request to speak at the Final Approval Hearing, you must follow the procedures set forth in the full-length Notice no later than August 20, 2018.

This notice is a summary only. The complete terms, including the definitions of what parties and claims are being released are set forth in the full-length Notice, settlement agreements, and the Court filings which may be obtained at www.AutoDealerSettlement.com.

For More Information, Contact the Settlement Administrator Toll Free at (888) 565-3171 or Visit www.AutoDealerSettlement.com.