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

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:
 - O 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.
 - O 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: (a) 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 (b) 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 coconspirator 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.
- Spidgestone 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.
- O 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 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: (a) 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 (b) 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.
- O 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.
- O 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.
- o 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 co-conspirator of 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.
- o 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: (a) 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 (b) 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 co-conspirator of a Defendant.
- o 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.
- o 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 co-conspirator 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 co-conspirator of a Defendant.
- o 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 co-conspirator 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.
- o 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.
- O 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 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.
- O 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.
- O 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 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 **RELY ON PRIOR** dealership's share in the net proceeds of the current proposed Settlements (if your prior PROOF OF CLAIM Proof of Claim was timely, valid, and your dealership is entitled to a distribution under the TO PARTICIPATE IN Plans of Allocation (described below in response to Question No. 9)) and if and to the THE SETTLEMENTS 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. 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 Ouestion 8, below), your dealership must submit a Proof of FILE A PROOF Claim form that is available on the **Settlement** Website OF CLAIM BY www.AutoDealerSettlement.com, and submit it by January 21, 2019. If you choose **JANUARY 21, 2019** this option, your dealership will share in the net proceeds of the proposed Settlements if its TO PARTICIPATE IN Proof of Claim is timely, valid, and your dealership is entitled to a distribution under the THE SETTLEMENTS 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. If your dealership does not want to be included in one or more of the Settlement Classes, it may request to be excluded. If your dealership timely submits a valid request for exclusion, **EXCLUDE YOUR** it will not share in the Settlement Funds from the corresponding Settlement, and it will not DEALERSHIP FROM be bound by the corresponding Judgment(s). It will then be your dealership's responsibility THE SETTLEMENTS to pursue any of the claims that it preserves by opting out of one or more of the Settlement **BY AUGUST 15, 2018** 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. 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 **OBJECT TO** THE SETTLEMENTS 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 **BY AUGUST 15, 2018** objection must be made according to the procedures set forth in response to Question 16 below and be postmarked by August 15, 2018. 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 ATTEND THE FINAL APPROVAL HEARING permission to speak, but you don't have to participate in the hearing in order to attend. TO BE HELD ON 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 **SEPTEMBER 26, 2018** submitted electronically, by August 20, 2018.

- 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	9
1. WHY IS THERE A NOTICE?	9
2. WHAT ARE THESE LAWSUITS ABOUT?	9
3. WHY ARE THESE CASES CLASS ACTIONS?	10
4. WHY ARE THERE PROPOSED SETTLEMENTS?	10
5. HOW DO I KNOW WHETHER MY DEALERSHIP IS PART OF THE SETTLEMENTS?	10
6. I'M STILL NOT SURE IF MY DEALERSHIP IS INCLUDED	16
THE SETTLEMENT BENEFITS—WHAT YOUR DEALERSHIP GETS	16
7. WHAT DO THE SETTLEMENTS PROVIDE?	
8. HOW MAY MY DEALERSHIP RECEIVE A PAYMENT?	
9. HOW MUCH WILL MY PAYMENT BE?	
10. WHAT IS MY DEALERSHIP GIVING UP TO STAY IN THE SETTLEMENT CLASSES?	19
EXCLUDING YOUR DEALERSHIP FROM ANY OF THE SETTLEMENTS	
11. HOW DO I GET MY DEALERSHIP OUT OF ONE OR MORE OF THE SETTLEMENTS?	19
12. CAN MY DEALERSHIP REMAIN IN THE SETTLEMENTS WITH SOME DEFENDANTS AND EXCLUDE ITSELF FROM OTHERS?	20
13. IF I EXCLUDE MY DEALERSHIP, CAN IT GET MONEY FROM THE SETTLEMENTS?	21
THE LAWYERS REPRESENTING AUTO DEALERS	
14. DOES MY DEALERSHIP HAVE A LAWYER IN THESE CASES?	
15. HOW WILL THE LAWYERS BE PAID?	21
OBJECTING TO THE SETTLEMENTS OR THE REQUESTS FOR ATTORNEY'S FEES, EXPENSES, AND SERVICE AWARDS	21
16. HOW DOES MY DEALERSHIP COMMENT ON OR OBJECT TO THE SETTLEMENTS?	
17. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?	
THE FINAL APPROVAL HEARING	23
18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER	
TO APPROVE THE SETTLEMENTS?	
19. DO I HAVE TO COME TO THE HEARING?	
20. MAY I SPEAK AT THE HEARING?	23
IF YOUR DEALERSHIP DOES NOTHING	
21. WHAT HAPPENS IF MY DEALERSHIP DOES NOTHING?	24
GETTING MORE INFORMATION	23
22. ARE THERE MORE DETAILS ABOUT THE SETTLEMENTS AND THE	2.4
REQUEST FOR ATTORNEY'S FEES, EXPENSES, AND SERVICE AWARDS?	
23. HOW DO I GET MORE INFORMATION?	
24. CAN I UPDATE MY DEALERSHIP'S ADDRESS?	24

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 Defendants, 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 co-conspirator 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:

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 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 co-conspirator 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 co-conspirator 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 co-conspirator 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, 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	
	Mitsuba	\$76,381.91	\$6,914,575.91
Automotive Lamps	Koito	\$6,838,194.00	
Automotive Constant Velocity Joint Boot Products	Toyo	\$554,744.53	\$554,744.53
,	NTN	\$2,076,000.00	\$15,787,206.00
Bearings	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
2.001.01.01.01.000 2.0001.11.8 1.33001.10.100	JTEKT	\$1,288,794.00	φ 2, 000 ,2 01.2 .
	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
- accg	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 Settlement 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 <u>not</u> 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 <u>www.AutoDealerSettlement.com</u> by January 21, 2019, or by First Class Mail postmarked by the deadline of January 21, 2019 to:

Auto Dealer Settlement Administrator P.O. Box 404000 Louisville, KY 40233-4000

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 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 P.O. Box 404000 Louisville, KY 40233-4000

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 attorney's 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 attorney's 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:
 - o the Settlement by Aisan of the claims in the Fuel Injection Systems Action;
 - o the Settlement by Aisin Seiki of the claims in the Valve Timing Control Devices Action;
 - o the Settlement by Alps of the claims in the Heater Control Panels Action;
 - o 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;
 - o the Settlement by Bridgestone of the claims in the Anti-Vibration Rubber Parts Action;
 - o the Settlement by Chiyoda of the claims in the Wire Harness Systems Action;
 - o the Settlement by Diamond Electric of the claims in the Ignition Coils Action;
 - o the Settlement by Eberspächer of the claims in the Exhaust Systems Action;
 - o the Settlement by G.S. Electech of the claims in the Automotive Wire Harness Systems Action;
 - o the Settlement by Hitachi of the claims in the Automotive Brake Hoses Action;
 - o the Settlement by HIAMS of the claims in the Shock Absorbers Action;
 - o the Settlement by INOAC of the claims in the Interior Trim Action;
 - o the Settlement by JTEKT of the claims in the Automotive Bearings Action or the Electronic Powered Steering Assemblies Action;
 - o the Settlement by Kiekert of the claims in the Side Door Latches and Minimodules Action;
 - o 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;
 - o the Settlement by NGK of the claims in the Ceramic Substrates Action;
 - o the Settlement by NRC of the claims in the Body Sealings Action;
 - o the Settlement by NTN of the claims in the Bearings Action;
 - o the Settlement by Tokai Rika of the claims in the Wire Harness Systems Action;
 - o the Settlement by Toyo of the claims in the Anti-Vibration Rubber Parts Action or the Automotive Constant-Velocity Joint Boot Products Action;
 - o the Settlement by Yamada of the claims in the Electronic Powered Steering Assemblies Action; or
 - o 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 P.O. Box 404000 Louisville, KY 40233-4000

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(s). 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 26, 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 1-888-565-3171. 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. CuneoDon BarrettShawn M. RaiterCuneo Gilbert & LaDuca, LLPBarrett Law Group, P.A.Larson • King, LLP4725 Wisconsin Ave. NW, #200P.O. Box 92730 East Seventh Street, Suite 2800Washington, DC 20016Lexington, MS 39095St. 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