

If You Are an Automobile Dealership that Purchased New Vehicles or Bought Certain Parts for a Vehicle in The U.S. From 2007 to 2017, 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 **fifth group** of settlements ("Settlements") that provide benefits to eligible Dealers. The Settlements total approximately \$948,000.00.
- The Settlements and Settling Defendants involved in this Notice are as follows:
 - Robert Bosch GmbH and Robert Bosch LLC (collectively, "Bosch") have paid \$40,456.49 to settle claims of eligible Dealers that, from February 13, 2007 through December 31, 2017: (a) indirectly purchased one or more Hydraulic Braking System(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 (b) purchased Vehicles for resale that contained one or more Hydraulic Braking System(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
 - Bosch has also paid \$667,543.51 to settle claims of eligible Dealers that, from September 29, 2010 through December 31, 2017: (a) indirectly purchased one or more Electronic Braking System(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 (b) purchased Vehicles for resale that contained one or more Electronic Braking System(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.
 - ZF TRW Automotive Holding Corp., ZF Friedrichshafen AG,¹ and Lucas Automotive GmbH (collectively, "TRW") have paid \$240,000.00 to settle claims of eligible Dealers that, from February 13, 2007 through December 31, 2017: (a) indirectly purchased one or more Hydraulic Braking System(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 (b) purchased Vehicles for resale that contained one or more Hydraulic Braking System(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.
- 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 agreement or injunction against these Settling Defendants (including certain affiliates of certain Settling Defendants) prohibiting certain conduct with respect to the identified parts for certain periods from the date of entry of the final judgment or preliminary approval. The terms of this additional 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.

¹ As the successor in interest into which TRW KFZ Ausrüstung, GmbH merged.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS

<p>RELY ON PRIOR PROOF OF CLAIM TO PARTICIPATE IN THE SETTLEMENTS</p>	<p>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 any of the first four 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 (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”).</p>
<p>IF NO PRIOR PROOF OF CLAIM FILED, FILE A PROOF OF CLAIM BY APRIL 22, 2024 TO PARTICIPATE IN THE SETTLEMENTS</p>	<p>To remain in the Settlement Classes, you do not need to take any further action at this time. However, 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), to share in the Settlement Funds your dealership must submit a Proof of Claim form that is available on the Settlement Website at www.AutoDealerSettlement.com, and submit it by April 22, 2024. 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 April 22, 2024.</p>
<p>EXCLUDE YOUR DEALERSHIP FROM THE SETTLEMENTS BY DECEMBER 7, 2023</p>	<p>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, 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 December 7, 2023.</p>
<p>OBJECT TO THE SETTLEMENTS BY DECEMBER 7, 2023</p>	<p>If your dealership wishes to object to one or more of the Settlements or the request for awards for fees or expenses, it may (as discussed below) write to the Court and counsel about why it objects. It is possible that the Settlements and request for awards for fees and expenses 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 December 7, 2023.</p>
<p>ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON JANUARY 23, 2024</p>	<p>The Court will hold a hearing to decide whether to approve the Settlements and the request for attorneys’ fees and expenses. 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 December 7, 2023.</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.

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BASIC INFORMATION

1. WHY IS THERE A NOTICE?

This Notice informs you about the 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:

Hydraulic Braking Systems and Electronic Braking 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 a franchised 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.

Although the Settling Defendants have agreed to settle, the Settling Defendants and certain affiliates deny that they engaged in any wrongdoing, deny they are liable or owe any money or benefits to Plaintiffs, and have asserted a number of defenses. The Court has not yet decided who is right.

As noted above, the Settling Defendants are: Bosch and TRW.

There may be other Defendants not yet identified who have not settled. This is the fifth group of Settlements preliminarily approved by the Court in the actions brought by the Dealership Plaintiffs on behalf of themselves and other Dealers.

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 Sean F. Cox 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.

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 Sean F. Cox. 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 Bosch Hydraulic Braking System Settlement Class is defined as:

All Automobile Dealerships that, during the period from and including February 13, 2007 through December 31, 2017, (a) indirectly purchased one or more Hydraulic Braking System(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 (b) purchased Vehicles for resale that contained one or more Hydraulic Braking System(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, and co-conspirators, federal governmental entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

(B) The Bosch Electronic Braking System Settlement Class is defined as:

All Automobile Dealerships that, during the period from and including September 29, 2010 through December 31, 2017, (a) indirectly purchased one or more Electronic Braking System(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 (b) purchased Vehicles for resale that contained Electronic Braking System(s), which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, and co-conspirators, federal governmental entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

(C) The TRW Hydraulic Braking System Settlement Class is defined as:

All Automobile Dealerships that, during the period from February 13, 2007 through December 31, 2017, (a) indirectly purchased one or more Hydraulic Braking 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 (b) purchased Vehicle(s) for resale which contained one or more Hydraulic Braking System(s) as a component part, which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate thereof, or co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

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 the District of Columbia or one or more of the Included 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) 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 new vehicles or component parts for vehicles 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 for the respective Settlements and affected component parts are:

Auto Parts Settlements and Settlement Funds			
Automotive Parts Case	Settling Defendant	Amount Settled	Settlement Fund
Hydraulic Braking System	Bosch	\$40,456.49	\$280,456.49
	TRW	\$240,000.00	
Electronic Braking System	Bosch	\$667,543.51	\$667,543.51
Total			\$948,000.00

After deduction of attorneys' fees, notice and claims administration costs, and litigation expenses 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, Proofs of Claim 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 the Settlements, the Settling Defendants will provide certain cooperation.

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 or preliminary approval. The terms of this additional non-monetary relief are contained in the proposed settlement approvals 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 any of the first four 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.** 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 information form that must be postmarked, or submitted electronically, by April 22, 2024, but this is not necessary to participate in the current Settlements if a prior valid Proof of Claim was submitted.

If your dealership did not submit a Proof of Claim in any of the first four rounds 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 midnight Eastern Time on April 22, 2024, or by First Class Mail postmarked by the deadline of April 22, 2024 to:

Auto Dealer Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

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, 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 component 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.

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 attorneys' fees and reimbursement of partial and future expenses. 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 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 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 stating 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 Settlement by Bosch of the claims in the Hydraulic Braking Systems Action;
 - the Settlement by Bosch of the claims in the Electronic Braking Systems Action;
 - the Settlement by TRW of the claims in the Hydraulic Braking Systems Action.
- 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 **December 7, 2023** and sent to:

Auto Dealer Settlement Exclusions
P.O. Box 301134
Los Angeles, CA 90030-1134

The letter from your dealership requesting exclusion may also include:

- The number of vehicles with TRW Hydraulic Braking Systems that were purchased from February 13, 2007 through December 31, 2017.
- The number of vehicles that were purchased with Bosch Hydraulic Braking Systems from February 13, 2007 through December 31, 2017.
- The number of vehicles that were purchased with Bosch Electronic Braking systems from September 29, 2010 through December 31, 2017.

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.

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

No. If your dealership excludes itself from one of the Settlements, it will not be able to get money from that particular Settlement. If your dealership excludes itself from one of the Settlements but not the others, it will be eligible to receive payment from the Settlements for which it remains in the corresponding Settlement Class.

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 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 not in excess of one-third 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.

The fees and expenses that the Court orders, plus the cost to administer the Settlements, will come out of the Settlement Funds. 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 November 22, 2023.

Your dealership can tell the Court that it doesn’t agree with the Settlements or some parts of them, or with the request for attorneys’ fees, or reimbursement of expenses, by objecting to the Settlements. The process for objecting to the Settlements is described below.

OBJECTING TO THE SETTLEMENTS

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 attorneys’ fees or expenses. 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 Bosch of the claims in the Hydraulic Braking Systems Action;
 - the Settlement by Bosch of the claims in the Electronic Braking Systems Action;
 - the Settlement by TRW of the claims in the Hydraulic Braking Systems 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 new car 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 December 7, 2023:

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 December 7, 2023:

Auto Dealer Settlement Objections
P.O. Box 301134
Los Angeles, CA 90030-1134

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 attorneys’ fees, or reimbursement of expenses. Your dealership can object to one of the Settlements only if it stays in the Settlement Class 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 attorneys’ fees and expenses. You may attend and ask the Court’s permission to speak, but you don’t have to participate in the hearing to attend.

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

The Court will hold the Final Approval Hearing on January 23, 2024 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 817, Detroit, MI 48226. At that hearing, the Court will consider whether each of the Settlements is fair, reasonable, and adequate, and whether to award attorneys’ fees, and reimbursement of expenses. 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 December 7, 2023:

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 ATTORNEYS' FEES AND EXPENSES?

This Notice summarizes the Settlements. More details are available 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 attorneys' fees and reimbursement of expenses, which will contain additional information. The motion seeking attorneys' fees and reimbursement of expenses will be filed by November 22, 2023 and will be available at www.AutoDealerSettlement.com.

23. HOW DO I GET MORE INFORMATION?

If you have questions, want more information, or want to review documents filed in these cases, 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:

Jennifer E. Kelly
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Avenue, NW, Suite 200
Washington, DC 20016

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

Shawn M. Raiter
Larson • King, LLP
30 East Seventh Street, Suite 2800
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: OCTOBER 12, 2023

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

Judge Sean F. Cox