

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 Vehicles or Bought Certain Parts for a Vehicle in the U.S. Since 1998
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 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, Montana, 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 settlements ("Settlements") and Settling Defendants involved in this Notice are:
 - Nippon Seiki Company Ltd., N.S. International, Ltd., and New Sabina Industries, Inc. (collectively, "Nippon Seiki") have paid \$1,440,000 to settle claims of eligible Dealers who purchased Instrument Panel Clusters, or who purchased vehicles containing Instrument Panel Clusters, manufactured by Nippon Seiki or those alleged to be its co-conspirators, from December 2002 up to and including the date that the Court entered the Order granting the Motion to approve this Notice;
 - Lear Corporation ("Lear") has paid \$960,000 to settle claims of eligible Dealers who purchased Automotive Wire Harness Systems, or who purchased vehicles containing Automotive Wire Harness Systems, manufactured by Lear or those alleged to be its co-conspirators, from January 1, 2000 through May 5, 2014;
 - Kyungshin-Lear Sales and Engineering, LLC ("KL Sales") has paid \$72,000 to settle claims of eligible Dealers who purchased Automotive Wire Harness Systems, or who purchased vehicles containing Automotive Wire Harness Systems, manufactured by KL Sales or those alleged to be its co-conspirators, from January 1, 2000 through May 5, 2014;
 - Autoliv, Inc., Autoliv ASP, Inc., Autoliv B.V. & Co. KG, Autoliv Safety Technology, Inc., and Autoliv Japan Ltd (collectively, "Autoliv") have paid \$6 million to settle claims of eligible Dealers who purchased Occupant Safety Restraint Systems, or who purchased vehicles containing Occupant Safety Restraint Systems, manufactured or sold by Autoliv or those alleged to be its co-conspirators, from January 1, 2003 through May 30, 2014;
 - TRW Automobile Holdings Corp. (now known as ZF TRW Automotive Holdings Corp.) and TRW Deutschland Holding GmbH (collectively, "TRW") have paid \$1,719,900 to settle claims of eligible Dealers who purchased Occupant Safety Restraint Systems, or who purchased vehicles containing Occupant Safety Restraint Systems, manufactured or sold by TRW or those alleged to be its co-conspirators, from January 1, 2003 through September 20, 2014;
 - Yazaki Corporation and Yazaki North America, Inc. (collectively, "Yazaki") have paid: (1) \$23,136,990 to settle claims of eligible Dealers who purchased Automotive Wire Harness Systems, or who purchased vehicles containing Automotive Wire Harness Systems, manufactured by Yazaki or those alleged to be its co-conspirators, from January 1, 1999 through September 15, 2014; (2) \$844,500 to eligible Dealers who purchased Instrument Panel Clusters, or who purchased vehicles containing Instrument Panel Clusters, manufactured by Yazaki or those alleged to be its co-conspirators, from January 1, 2001 through September 15, 2014; and (3) \$18,510 to eligible Dealers who purchased Fuel Senders, or who purchased vehicles containing Fuel Senders, manufactured by Yazaki or those alleged to be its co-conspirators, from March 1, 2001 through September 15, 2014;
 - Panasonic Corporation and Panasonic Corporation of North America (collectively, "Panasonic") have paid: (1) \$1,672,476.32 to settle claims of eligible Dealers who purchased Switches, or who purchased vehicles containing Switches manufactured or sold by Panasonic or those alleged to be its co-conspirators, from January 1, 2000 through February 26, 2015; (2) \$1,987,335.47 to eligible Dealers who purchased Steering Angle Sensors ("SAS"), or who purchased vehicles containing SASs, manufactured or sold by Panasonic or those alleged to be its co-conspirators, from September 1, 2000 through February 26, 2015; and (3) \$1,740,188.21 to eligible Dealers who purchased High Intensity Discharge Ballasts ("HID Ballasts"), or who purchased vehicles containing HID Ballasts, manufactured or sold by Panasonic or those alleged to be its co-conspirators, from July 1, 1998 through February 26, 2015;
 - Hitachi Automotive Systems, Ltd. ("HIAMS") has paid:
 - \$1,282,662 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Air Flow Meters in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
 - \$1,992,078 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Alternators in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
 - \$2,197,750 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Electronic Throttle Bodies in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;

- \$2,774,359 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Fuel Injection Systems in the United States for resale, (1) as a component in a vehicle or (2) as a stand-alone product;
- \$2,375,839 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Ignition Coils in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
- \$738,000 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Inverters in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
- \$738,000 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Motor Generators in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
- \$1,239,319 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015 indirectly purchased one or more Starters in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product; and
- \$1,421,993 to settle claims of Automobile Dealers who, from January 1, 2000 through March 26, 2015, indirectly purchased one or more Valve Timing Control Devices in the United States for resale (1) as a component in a vehicle or (2) as a stand-alone product;
- T. RAD Co., Ltd. and T.RAD North America, Inc. (collectively, “T.RAD”) have paid: (1) \$2,106,000 to settle claims of eligible Dealers who purchased Radiators, or who purchased vehicles containing Radiators manufactured or sold by T.RAD or those alleged to be its co-conspirators, from January 1, 2000 through August 3, 2015; and (2) \$234,000 to settle claims of eligible Dealers who purchased Automatic Transmission Fluid Warmers (“ATF Warmers”), or who purchased vehicles containing ATF Warmers manufactured or sold by T.RAD or those alleged to be its co-conspirators, from November 1, 2002 through August 3, 2105; and
- Fujikura Ltd. and Fujikura Automotive America LLC (collectively, “Fujikura”) have paid \$2,256,000 to settle claims of eligible Dealers who purchased Automotive Wire Harness Systems, or who purchased vehicles containing Automotive Wire Harness Systems, manufactured by Fujikura or those alleged to be its co-conspirators, from January 1, 1999 up to and including the date that the Court entered the Order granting the Motion to approve this Notice.
- The Settling Defendants and certain affiliates have also agreed to provide certain cooperation in the cases against the remaining Defendants.
- Additionally, HIAMS has agreed to provide further cooperation with respect to Automotive Engine Control Units, Automotive Transmission Control Units and Automotive Sensors in exchange for releases of potential antitrust claims involving those three parts, as provided in the settlement agreement between HIAMS and Settlement Class Counsel.
- 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 by these Settling Defendants (including certain affiliates of certain Settling Defendants) not to engage in certain conduct with respect to the identified parts for a period of two years from the date of entry of the final judgment. 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 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

FILE A PROOF OF CLAIM BY MARCH 31, 2016 TO PARTICIPATE IN THE SETTLEMENTS	To remain in the Settlement Classes, you do not need to take any further action at this time. However, to share in the Settlement Funds, your dealership will be required to submit a Proof of Claim form that will be available on the Settlement Website at www.AutoDealerSettlement.com, and to submit it by March 31, 2016 (for more information see Question 8, below). 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 March 31, 2016.
--	--

EXCLUDE YOUR DEALERSHIP FROM THE SETTLEMENTS BY OCTOBER 30, 2015	If your dealership does not want to be included in one or more of the Settlements, it may request to be excluded. If your dealership timely submits a valid request for exclusion, it will not share in the proceeds of that Settlement, and it will not be bound by the Judgment. It will then be your dealership’s responsibility to pursue any of the claims that it preserves by opting out of the Settlement(s). To be valid, the request for exclusion must contain the information set forth in response to Question 11 below and be postmarked by October 30, 2015.
OBJECT TO THE SETTLEMENTS BY OCTOBER 30, 2015	If your dealership wishes to object to one or more of the Settlements or the request for fees, expenses, and service awards, it may (as discussed below) write to the Court and counsel about why it objects. It is possible that the Settlements and request for fees, expenses, and service awards will be approved despite your objection. To be considered, your dealership’s objection must be made according to the procedures set forth in response to Question 16 below and be postmarked by October 30, 2015.
ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON NOVEMBER 18, 2015	The Court will hold a hearing to decide whether to approve the Settlements and the request for attorneys’ fees, expenses, and service awards. You may attend and ask the Court’s permission to speak, but you don’t have to participate in the hearing in order to attend. To request to speak at the Final Approval Hearing, you must follow the procedures set forth in response to Question 20 below and submit a request to speak that must be postmarked by October 30, 2015.

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

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 vehicle containing, or purchased one or more of the following parts: Instrument Panel Clusters, Automotive Wire Harness Systems, Occupant Safety Restraint Systems, Instrument Panel Clusters, Fuel Senders, Switches, SAS, HID Ballasts, Starters Alternators, Air Flow Meters, Valve Timing Control Devices, Fuel Injection Systems, Electronic Throttle Bodies, Ignition Coils, Inverters, Motor Generators, Radiators, or ATF Warmers 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 or dealing in 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 relief and 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 that 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 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, Montana, 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: Nippon Seiki, Lear, KL Sales, TRW, Autoliv, Yazaki, Panasonic, HIAMS, T.RAD, and Fujikura. There are other Defendants who have not settled. These are the first 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 Nippon Seiki Settlement Class: All automobile dealers (but excluding Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities) that during the period from December 1, 2002 up to and including the date that the Court entered the Order granting the Motion to approve this Notice, (1) purchased an Instrument Panel Cluster manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (2) purchased vehicles

containing Instrument Panel Clusters manufactured by one of the Defendants or any current or former subsidiary, affiliate or co-conspirator thereof.

- (B) The Lear Settlement Class: All automobile dealers that, during the period January 1, 2000 through May 5, 2014: (1) purchased Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (2) purchased vehicles containing Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof, or co-conspirator.” Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Automotive Wire Harness Systems directly from Defendants.
- (C) The KL Settlement Class: All automobile dealers that, during the period January 1, 2000 through May 5, 2014: (1) purchased Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (2) purchased vehicles containing Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof, or co-conspirator.” Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Automotive Wire Harness Systems directly from Defendants.
- (D) The Autoliv Settlement Class: All automobile dealers that from January 1, 2003 through May 30, 2014: (1) purchased Occupant Safety Restraint Systems 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) purchased new vehicles containing Occupant Safety Restraint System(s) manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of a Defendant or any co-conspirator of the Defendants. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and all persons who purchased Occupant Safety Restraint Systems directly from a Defendant or any current or former parent, subsidiary, or affiliate of a Defendant or any co-conspirator of the Defendants.
- (E) The TRW Settlement Class: All automobile dealers from January 1, 2003 through September 20, 2014: (1) indirectly purchased one or more Occupant Safety System(s) for resale as a replacement part, which were manufactured or sold by any Defendant, any current or former subsidiary of a Defendant or any co-conspirator of a Defendant or (2) purchased for resale a new vehicle in the United States which included one or more Occupant Safety Restraint Systems as a component part, which were manufactured or sold by any 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, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Occupant Safety Restraint Systems directly or for personal or business use.
- (F) The Yazaki Fuel Senders Settlement Class: All automobile dealers that, during the period March 1, 2001, through September 15, 2014: (a) indirectly purchased Fuel Senders manufactured by the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (b) purchased vehicles containing Fuel Senders manufactured by the Defendants or any current or former subsidiary, affiliate, or co-conspirator. Excluded from the Class are the Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their political subdivisions, agencies and instrumentalities, and persons who purchased Fuel Senders directly from the Defendants or as the ultimate consumer.
- (G) The Yazaki IPC Settlement Class: All automobile dealers that, during the period January 1, 2001, through September 15, 2014: (a) indirectly purchased Instrument Panel Clusters manufactured by the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (b) purchased vehicles containing Instrument Panel Clusters manufactured by the Defendants or any current or former subsidiary, affiliate, or co-conspirator. Excluded from the Class are the Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their political subdivisions, agencies and instrumentalities, and persons who purchased Instrument Panel Clusters directly from the Defendants or as the ultimate consumer.
- (H) The Yazaki Wire Harness Settlement Class: All automobile dealers that, during the period January 1, 1999, through September 15, 2014: (a) indirectly purchased Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (b) purchased vehicles containing Automotive Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate, or co-conspirator. Excluded from the Classes are the Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their political subdivisions, agencies and instrumentalities, and persons who purchased Automotive Wire Harness Systems directly from the Defendants or as the ultimate consumer.
- (I) The Panasonic Switch Settlement Class: All automobile dealers that, from January 1, 2000 through February 26, 2015, (1) purchased new vehicles in the United States that included one or more Switch(es) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Switch(es), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any coconspirator of the Defendants. Excluded from the Switches Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-

conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.

- (J) The Panasonic SAS Settlement Class: All automobile dealers that, from September 1, 2000 through the February 26, 2015, (1) purchased new vehicles in the United States that included one or more Steering Angle Sensor(s) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Steering Angle Sensor(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. Excluded from the SAS Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.
- (K) The Panasonic HID Ballast Settlement Class: All automobile dealers that, from July 1, 1998 through February 26, 2015, (1) purchased new vehicles in the United States that included one or more HID Ballast(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 HID Ballasts(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. Excluded from the HID Ballasts Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.
- (L) The HIAMS Alternators Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Alternators in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Alternators directly or not for resale.
- (M) The HIAMS Starters Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Starters in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Starters directly or not for resale.
- (N) The HIAMS Ignition Coils Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Ignition Coils in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Ignition Coils directly or not for resale.
- (O) The HIAMS Motor Generators Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Motor Generators in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Motor Generators directly or not for resale.
- (P) The HIAMS Inverters Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Inverters in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Inverters directly or not for resale.
- (Q) The HIAMS Fuel Injection Systems Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Fuel Injection Systems in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Fuel Injection Systems directly or not for resale.
- (R) The HIAMS Valve Timing Control Devices Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Valve Timing Control Devices in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Valve Timing Control Devices directly or not for resale.
- (S) The HIAMS Air Flow Meters Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Air Flow Meters in the United States for resale (1) as a

component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Air Flow Meters directly or not for resale.

- (T) The HIAMS Electronic Throttle Bodies Settlement Class: All persons and entities who are Automobile Dealers who, from January 1, 2000 through March 26, 2015: indirectly purchased one or more Electronic Throttle Bodies in the United States for resale (1) as a component in a new vehicle or (2) as a stand-alone product. 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, states and their subdivisions, agencies and instrumentalities, and persons who purchased Electronic Throttle Bodies directly or not for resale.
- (U) The T.RAD ATF Warmers Settlement Class: All Automobile Dealers who, from November 1, 2002, through August 3, 2015, (1) purchased new vehicles containing ATF Warmers manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants or (2) indirectly purchased one or more ATF Warmer(s) as a replacement part manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants. Excluded from the ATF Warmers Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased ATF Warmers directly or not for resale.
- (V) The T.RAD Radiators Settlement Class: All Automobile Dealers who, from January 1, 2000, through August 3, 2015, (1) purchased new vehicles containing Radiators manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants or (2) indirectly purchased one or more Radiator(s) as a replacement part manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirators of the Defendants. Excluded from the Radiators Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Radiators directly or not for resale.
- (W) The Fujikura Wire Harness Settlement Class: All automobile dealers that, during the period January 1, 1999 up to and including the date that the Court entered the Order granting the Motion to approve this Notice: (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. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, 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 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, Montana, 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 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 \$58 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
Air Flow Meters	HIAMS	\$1,282,662	\$1,282,662
Alternators	HIAMS	\$1,992,078	\$1,992,078
ATF Warmers	T.RAD	\$234,000	\$234,000
Automotive Wire Harness Systems	Lear	\$960,000	\$26,424,990
	KL Sales	\$72,000	
	Fujikura	\$2,256,000	
	Yazaki	\$23,136,990	
Electronic Throttle Bodies	HIAMS	\$2,197,750	\$2,197,750
Fuel Injection Systems	HIAMS	\$2,774,359	\$2,774,359
Fuel Senders	Yazaki	\$18,510	\$18,510
HID Ballasts	Panasonic	\$1,740,188.21	\$1,740,188.21
Ignition Coils	HIAMS	\$2,375,839	\$2,375,839
Instrument Panel Clusters	Nippon Seiki	\$1,440,000	\$2,284,500
	Yazaki	\$844,500	
Inverters	HIAMS	\$738,000	\$738,000
Motor Generators	HIAMS	\$738,000	\$738,000
Occupant Safety Systems	TRW	\$1,719,900	\$7,719,900
	Autoliv	\$6,000,000	
Radiators	T.RAD	\$2,106,000	\$2,106,000
Starters	HIAMS	\$1,239,319	\$1,239,319
Steering Angle Sensors	Panasonic	\$1,987,335.47	\$1,987,335.47
Switches	Panasonic	\$1,672,476.32	\$1,672,476.32
Valve Timing Control Devices	HIAMS	\$1,421,993	\$1,421,993

After deduction of attorneys' 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 Proof of Claims that are allowed by the Court. The net Settlement Funds will be allocated to eligible members of the Settlement Classes according to Plans of Allocation to 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 reduce the amount they are required to pay and/or to withdraw from their respective Settlements in the event that certain percentages of Settlement Class members elect to exclude themselves from the respective Settlement(s).

The final judgments and/or settlement agreements with respect to certain of the Settling Defendants will provide for additional non-monetary relief in the form of an agreement by these Settling Defendants (including certain affiliates of certain Settling Defendants) not to engage in certain conduct with respect to the identified parts for a period of two years from the date of entry of the final judgment. 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 vehicles or affected component parts in the Included States set out above. **However, your dealership will be required to submit a Proof of Claim, either electronically on the Settlement Website at www.AutoDealerSettlement.com by March 31, 2016, or by First Class Mail postmarked by the deadline of March 31, 2016 to:**

Auto Dealer Settlement Administrator
c/o Gilardi & Co. LLC
PO Box 8060
San Rafael, CA 94912-8060

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

The settlement agreements may be terminated for several reasons, including (1) if the Court does not approve, or materially modifies, the settlement agreements, (2) if the Court approves the settlement agreements but the approval is reversed or materially modified by an appellate court, or (3) by the parties under certain circumstances described in some of the settlement agreements. If the settlement agreements are terminated, the lawsuits will proceed as if the settlement agreements had not been entered into. There will be no payments under any settlement agreements that are terminated.

9. HOW MUCH WILL MY PAYMENT BE?

Your dealership's share (if any) of the Settlement Funds will be determined based upon the Plans of Allocation, which will be devised under the supervision of a special allocation consultant and which will be subject to Court approval. The Plans of Allocation will be made available on the Settlement Website, at www.AutoDealerSettlement.com. The Plans of Allocation will 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 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 Settlement Class, 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 Nippon Seiki Settlement, the TRW Settlement, the Autoliv Settlement, the Lear Settlement, the KL Sales Settlement, the Yazaki Automotive Wire Harness Systems Settlement, the Yazaki Instrument Panel

Clusters Settlement, the Yazaki Fuel Senders Settlement, the Panasonic Switch Settlement, the Panasonic SAS Settlement, the Panasonic HID Ballast Settlement, the HIAMS Starters Settlement, the HIAMS Ignition Coils Settlement, the HIAMS Alternators Settlement, the HIAMS Motor Generators Settlement, the HIAMS Inverters Settlement, the HIAMS Fuel Injection Systems Settlement, the HIAMS Valve Timing Control Devices Settlement, the HIAMS Air Flow Meters Settlement, the HIAMS Electronic Throttle Bodies Settlement, the T.RAD Radiators Settlement, the T.RAD ATF Warmers Settlement, and / or the Fujikura Settlement. 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 **October 30, 2015** and sent to:

Auto Dealer Settlement Administrator
c/o Gilardi & Co. LLC
PO Box 6002
Larkspur, CA 94977-6002

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

Unless your dealership excludes itself, it gives up any right to sue the Settling Defendants (including all related entities covered by the releases in the individual settlement agreements) for the claims that the Settlements resolve. If your dealership has a pending lawsuit against a Settling Defendant (including all related entities covered by the releases in the individual settlement agreements) involving the same legal issues in this case, speak to your lawyer in that case immediately. (Your dealership must exclude itself from the corresponding Settlement Class 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 SETTLEMENT CLASS FOR SOME OF THE SETTLEMENTS 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 Settlement Class.

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 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 of up to 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.

Class Counsel will also request service awards for the Dealers who have served 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 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 six percent of the Settlement Funds for future litigation expenses to be used in the continuing lawsuits against the Non-Settling Defendants. 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.

OBJECTING TO THE SETTLEMENTS OR THE REQUESTS FOR ATTORNEYS 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 Settlement Class as long as it has not excluded itself from the Settlement Class. Your dealership can object if it doesn't like any part of them, or if it disagrees with the request for attorney's fees, expenses, and service awards. The Court will consider your dealership's views.

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

- Whether it wants to state an objection or make a comment in connection with the Nippon Seiki Settlement, the TRW Settlement, the Autoliv Settlement, the Lear Settlement, the KL Sales Settlement, the Yazaki Automotive Wire Harness Systems Settlement, the Yazaki Instrument Panel Clusters Settlement, the Yazaki Fuel Senders Settlement, the Panasonic Switch Settlement, the Panasonic SAS Settlement, the Panasonic HID Ballast Settlement, the HIAMS Starters Settlement, the HIAMS Alternators Settlement, the HIAMS Ignition Coils Settlement, the HIAMS Motor Generators Settlement, the HIAMS Inverters Settlement, the HIAMS Fuel Injection Systems Settlement, the HIAMS Valve Timing Control Devices Settlement, the HIAMS Air Flow Meters Settlement, the HIAMS Electronic Throttle Bodies Settlement, the T.RAD Radiators Settlement, the T.RAD ATF Warmers Settlement, and/or the Fujikura Settlement.
- 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 whether it objects to: the Nippon Seiki Settlement, the TRW Settlement, the Autoliv Settlement, the Lear Settlement, the KL Sales Settlement, the Yazaki Automotive Wire Harness Systems Settlement, the Yazaki Instrument Panel Clusters Settlement, the Yazaki Fuel Senders Settlement, the Panasonic Switch Settlement, the Panasonic SAS Settlement, the Panasonic HID Ballast Settlement, the HIAMS Alternators Settlement, the HIAMS Starters Settlement, the HIAMS Ignition Coils Settlement, the HIAMS Motor Generators Settlement, the HIAMS Inverters Settlement, the HIAMS Fuel Injection Systems Settlement, the HIAMS Valve Timing Control Devices Settlement, the HIAMS Air Flow Meters Settlement, the HIAMS Electronic Throttle Bodies Settlement, the T.RAD Radiators Settlement, T.RAD ATF Warmers Settlement, and / or the Fujikura Settlement.
- Whether you or an attorney representing your dealership intends to appear at the Final Approval Hearing
- Copies of any documents you wish to use, reference, or rely upon at the Final Approval Hearing.

Your dealership must file the objection with the Court at the following address, received by **October 30, 2015**:

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 **October 30, 2015**:

Auto Dealer Settlement Administrator
c/o Gilardi & Co. LLC
PO Box 6002
Larkspur, CA 94977-6002

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

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

THE FINAL APPROVAL HEARING

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

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

The Court will hold the Final Approval Hearing at 2:30 p.m. on November 18, 2015, 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 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 following settlements you are seeking to address at the hearing: the Nippon Seiki Settlement, the TRW Settlement, the Autoliv Settlement, the Lear Settlement, the KL Sales Settlement, the Yazaki Automotive Wire Harness Systems Settlement, the Yazaki Instrument Panel Clusters Settlement, the Yazaki Fuel Senders Settlement, the Panasonic Switch Settlement, the Panasonic SAS Settlement, the Panasonic HID Ballast Settlement, the HIAMS Alternator Settlement, the HIAMS Starters Settlement, the HIAMS Ignition Coils Settlement, the HIAMS Motor Generators Settlement, the HIAMS Inverters Settlement, the HIAMS Fuel Injection Systems Settlement, the HIAMS Valve Timing Control Devices Settlement, the HIAMS Air Flow Meters Settlement, the HIAMS Electronic Throttle Bodies Settlement, the T.RAD Radiators Settlement, the T.RAD ATF Warmers Settlement, and/or the Fujikura Settlement;
- 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 **October 30, 2015**

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 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, before there is a distribution of the Settlement Funds your dealership will need to timely submit a valid Proof of Claim form, which will be made available on the Settlement Website at www.AutoDealerSettlement.com. 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 Settlement Class.

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 October 15, 2015 and will be available at www.AutoDealerSettlement.com.

23. HOW DO I GET MORE INFORMATION?

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

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

Jonathan W. Cuneo
Cuneo Gilbert & LaDuca, LLP
507 C Street, NE
Washington, DC 20002

Don Barrett
Barrett Law Group, P.A.
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: September 9, 2015

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
Judge Marianne O. Battani