

If You Are a Truck and/or Equipment Dealership that Bought a Truck and/or Equipment for Resale or Lease, or Bought Certain Replacement Parts for Trucks and/or Equipment in the U.S. Since 2000

You Could Get Money from Settlements Totaling Approximately \$5.7 Million

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

- Please read this Notice and the Settlement Agreements available at www.TruckDealerSettlement.com carefully. Your legal rights may be affected whether you act or don't act. This Notice is a summary, and it is not intended to, and does not, include all of the specific details of each Settlement Agreement. To obtain more specific details concerning the Settlements, please read the Settlement Agreements.
- Separate lawsuits alleging that Defendants in each lawsuit entered into unlawful agreements that allegedly artificially raised the prices of Bearings (as defined below) have been settled with three defendants and their affiliates ("Settling Defendants").
- While the Settling Defendants believe that they are not liable for the claims asserted, that no damages were sustained by any dealers and that Settling Defendants have meritorious defenses, they have nevertheless agreed to enter into the Settlement Agreements to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by the Settlement Agreements, and to put to rest with finality all claims that have been or could have been asserted against the Releasees with respect to Bearings.
- Generally, you are included if, at any time between January 1, 2000 and November 21, 2016 (the specific dates may depend on the particular settlement agreements as outlined below in Question 7) for Bearings, you were a dealer of heavy-duty (Class 8) or medium-duty (Class 4, 5, 6, & 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, crossovers, pickup trucks, and/or similar motor vehicles sold by automobile dealers), all-terrain vehicles, construction equipment, mining equipment, agricultural equipment, railway vehicles, materials-handling vehicles, and other similar vehicles ("Trucks and/or Equipment") that: (a) purchased Trucks and/or Equipment containing a Bearings; (b) indirectly purchased a Bearing as a replacement part. Indirectly means you bought the vehicle replacement part from someone other than the manufacturer of the part.
- As more fully described in Question 7 below, the Settling Defendants have agreed to pay approximately \$5.7 million to be made available to members of the Settlement Classes who sold or leased Trucks and/or Equipment in the District of Columbia and/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.
- The Settlements also include provisions requiring certain Settling Defendants' cooperation in the ongoing litigations. Certain Settling Defendants have also agreed not to engage in the specified conduct that is the subject of the lawsuits for a period of two years from the date of entry of the final judgment.

Your Legal Rights And Options

EXCLUDE YOURSELF	You will not be included in the Settlements from which you exclude yourself. You will receive no benefits from those Settlements, but you will keep any rights you currently have to sue the Settling Defendants about the claims in the case(s) from which you exclude yourself.
DO NOTHING NOW	You will be included in the Settlements and eligible to file a claim for a payment (if you qualify) at a later date. You will give up your rights to sue the Settling Defendants about the claims for which releases are provided in the relevant Settlement Agreements.
OBJECT TO THE SETTLEMENTS	If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlements.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlements.
REGISTER ON THE WEBSITE	The best way to receive notice about filing a claim and updates about the lawsuits.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of these cases still has to decide whether to finally approve the Settlements. Payments will only be made (1) if the Court approves the Settlements and after any appeals are resolved, and (2) after the Court approves a Plan of Allocation to distribute the Settlement Funds minus expenses, any court-approved attorneys’ fees, and incentive awards (“Net Settlement Funds”) to members of the Settlement Classes. A Plan of Allocation will be proposed at the conclusion of the cases against the Non-Settling Defendants or as ordered by the Court. The Plan will be described in a future Notice to be given at a later date, providing members of the Settlement Classes with an opportunity to state their views regarding the Plan of Allocation.

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BASIC INFORMATION

1. WHY IS THERE A NOTICE?

This Notice is to inform you about the Settlements reached in a pending case that is included in this litigation, before the Court decides whether to finally approve the Settlements. This Notice explains the lawsuits, the Settlements, and your legal rights.

The Court in charge is the United States District Court for the Eastern District of Michigan. This litigation is known as *In re Automotive Parts Antitrust Litigation*, MDL No. 2311, and this Notice applies to Cases No. 2:14-cv-13356-MOB-MKM and No. 2:14-cv-00507-MOB-MKM. The people who sued are called the “Plaintiffs.” The companies they sued are called the “Defendants.”

2. WHAT ARE THESE LAWSUITS ABOUT?

The lawsuits claim that the Defendants in each lawsuit agreed to unlawfully raise the price of certain motor vehicle bearings. As a result, dealers of Trucks and/or Equipment who purchased for resale or lease Trucks and/or Equipment containing those parts or who indirectly purchased those parts as replacement parts, which were manufactured or sold by a Defendant or any subsidiary, affiliate, or alleged co-conspirator of a Defendant may have paid more than they should have. Although the Settling Defendants have agreed to settle, the Settling Defendants do not agree that they engaged in any wrongdoing or are liable or owe any money or benefits to Plaintiffs. The Court has not yet decided who is right.

3. WHO ARE THE SETTLING DEFENDANTS?

The Settling Defendants are:

- Schaeffler Group USA Inc. (“Schaeffler”);
- JTEKT Corporation and JTEKT North America Corporation, formerly known as Koyo Corporation of U.S.A. (collectively, “JTEKT”); and
- NTN Corporation and NTN USA Corporation (collectively “NTN”).

4. WHO ARE THE NON-SETTLING DEFENDANTS?

A list of all of the Defendants and the parts they manufactured and sold is available at www.TruckDealerSettlement.com.

5. WHAT VEHICLE PARTS ARE INCLUDED?

The Settlements involve the following vehicle component parts:

Bearings refers to bearings used in heavy-duty (Class 8) trucks, medium duty (Class 4, 5, 6, & 7) trucks, buses, commercial vehicles, construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles as set forth in Paragraph 2 of the First Amended Class Action Complaint, Case No. 2:14-cv-13356 (July 24, 2015) [Doc. 23] (“Bearings Complaint”), whether sold separately, in combination, or as part of a module, assembly, or system.....

6. WHY ARE THESE CLASS ACTIONS?

In class actions, one or more people or entities called the “class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “Class” or “Class members.” In these class actions, there are a total of twenty-two class representatives. In a class action, one court may resolve the issues for all Class members, except for those who exclude themselves from the class.

WHO IS INCLUDED IN THE CLASSES

7. HOW DO I KNOW IF I MAY BE INCLUDED IN THE CLASSES?

Generally, you are included if, at any time between 2000 and 2016, you were a dealer of heavy-duty (Class 8) or medium-duty (Class 4, 5, 6, & 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, crossovers, pickup trucks, and/or similar vehicles sold by automobile dealers), all-terrain vehicles, construction equipment, mining equipment, agricultural equipment, railway vehicles, materials-handling vehicles, and other similar vehicles (“Trucks and/or Equipment”) that: (a) purchased Trucks and/or Equipment containing a Bearing, or (b) indirectly purchased a Bearing as a replacement part. “Indirectly” means you bought the vehicle replacement part from someone other than the manufacturer of the part.

The specific definition of who is included in each Settlement Class is set forth in each Settlement Agreement between the Settlement Classes and the Settling Defendants. Each of those Settlement Agreements, and the related Complaints are accessible on the website www.TruckDealerSettlement.com. Set forth below at page 13 is a chart, referred to as Addendum A, identifying the pages and paragraph numbers of the relevant Settlement Class definition for each Settlement Agreement and Complaint that will permit you to determine whether you are a member of the Settlement Class.

Payments to members of the Settlement Class will only be made: (1) if the Court approves the Settlements and after any appeals are resolved, and (2) in accordance with a Plan of Allocation to distribute the Settlement Funds minus expenses, court-approved attorneys’ fees, and incentive awards (“Net Settlement Funds”) to members of the Settlement Classes. A Plan of Allocation will be proposed to the Court for approval at the conclusion of the cases against Non-Settling Defendants or as ordered by the Court. The Plan, as approved by the Court, will determine the amount, if any, that each member of the Settlement Class(es) will receive. The Plan will be described in a future Notice, to be given at a later date, providing members of the Settlement Classes with an opportunity to state their views regarding the Plan.

These cases are proceeding as class actions seeking monetary recovery for consumers and businesses in 29 states and the District of Columbia, and for nationwide injunctive relief to stop the Defendants’ alleged illegal behavior and prevent this behavior from happening in the future (*see* Question 13).

Indirect purchasers of any of the Bearings may be members of the Settlement Classes entitled to monetary recovery if the purchase transaction occurred in the District of Columbia or one or more of the following states during the relevant time periods listed below: 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 time period covered by the Settlements for each of the Classes is provided below.

Defendant	Time Period Starts	Time Period Ends	Auto Part(s)
Schaeffler	January 1, 2000	September 8, 2016	Bearings
JTEKT	January 1, 2000	November 16, 2016	Bearings
NTN	January 1, 2000	November 16, 2016	Bearings

The specific definitions of each Settlement Class are available at www.TruckDealerSettlement.com or can be obtained by calling 1-866-742-4955.

8. WHO IS NOT INCLUDED IN THE CLASSES?

The Classes do not include:

- Any of the Defendants, their parent companies, subsidiaries, and affiliates;
- Any alleged co-conspirators;
- Federal government entities and instrumentalities;
- States and their political subdivisions, agencies, and instrumentalities; and
- All persons who purchased their vehicle parts directly from a Defendant or not for resale or lease; and
- All purchasers or lessors of new vehicles not for resale that contained automotive bearings.

9. WHY ARE THE LAWSUITS CONTINUING IF THERE ARE SETTLEMENTS?

Settlements have been reached with the Settling Defendants (listed in Question 3) as specified in the individual Settlement Agreements. The lawsuits will continue against all of the remaining Defendants who have not settled (“Non-Settling Defendants”).

Additional money may become available in the future as a result of a trial or future Settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants, and no additional money may become available. There is no guarantee as to what will happen.

Please register at the website, www.TruckDealerSettlement.com, to be notified about the claims process or any future Settlements.

THE SETTLEMENTS’ BENEFITS

10. WHAT DO THE SETTLEMENTS PROVIDE?

The Settlement Funds total approximately \$5.7 million. After deduction of attorneys’ fees, notice and claims administration costs, and litigation expenses, as approved by the Court, the remaining Settlement Funds will be available for distribution to members of the Settlement Classes who timely file valid claims.

The Settlements also include non-monetary relief (*see* Question 13), including cooperation by certain Settling Defendants, and they also include agreements by certain Settling Defendants not to engage in the conduct that is the subject of the lawsuits, as more fully described in the proposed Final Judgments located on the Settlement website www.TruckDealerSettlement.com.

The Settlement Funds are allocated to the motor vehicle cases in question, as follows:

Auto Parts Settlements and Settlement Funds			
Automotive Parts Case	Settling Defendant	Settlement Amount	Settlement Fund
Bearings	Schaeffler	\$995,000	\$995,000
Bearings	JTEKT	\$3,350,000	\$3,350,000
Bearings	NTN	\$1,400,000	\$1,400,000
Total			\$5,745,000

Any interest earned will be added to each of the Settlement Funds. More details about the Settlements are set forth in the Settlement Agreements, available at www.TruckDealerSettlement.com.

HOW TO GET BENEFITS

11. HOW MUCH MONEY CAN I GET?

At this time, it is unknown how much each member of each Settlement Class who submits a valid claim will receive. Payments will be based on a number of factors, including at least the number of valid claims filed by all members of each Settlement Class and the number of (1) Trucks and/or Equipment purchased containing a Bearing and (2) Bearings purchased indirectly as replacement parts. It's possible that any money remaining after claims are paid will be distributed to charities, governmental entities, or other beneficiaries approved by the Court. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court finally approves the Settlements.

In order to receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A Notice about the claims process will be provided at a later date as ordered by the Court. If you want to be kept updated about the claims process or any future settlements, you should register at www.TruckDealerSettlement.com.

12. WHEN WILL I GET A PAYMENT?

No money will be distributed yet. The lawyers for the Plaintiffs will continue to pursue the lawsuits against the Non-Settling Defendants. All Settlement Funds that remain after payment of the courtordered attorneys' fees, incentive awards, costs, and expenses (*see* Question 10) will be distributed at the conclusion of the lawsuits or as ordered by the Court.

13. WHAT IS THE NON-MONETARY RELIEF?

Some of the Settling Defendants have agreed not to engage in certain specified conduct that would violate the antitrust laws that are at issue in these lawsuits for a period of two years. Additionally, certain Settling Defendants will cooperate with the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

REMAINING IN THE CLASSES

14. WHAT HAPPENS IF I REMAIN IN THE CLASSES?

You will give up your right to sue the Settling Defendants on your own for the claims described in the Settlement Agreements unless you exclude yourself from one or more of the Classes. You also will be bound by any decisions by the Court relating to the Settlements.

In return for paying the Settlement amounts and/or providing the non-monetary benefits, the Settling Defendants (and certain related entities defined in the Settlement Agreements) will be released from claims relating to the alleged conduct involving the vehicle parts identified in the Settlement Agreements. The Settlement Agreements describe the released claims in detail, so read them carefully since those releases will be binding on you if the Court approves the Settlements. If you have any questions, you can talk to Class Counsel listed in Question 18 for free, or you can, of course, talk to your own lawyer (at your own expense) if you have questions about what this means. The Settlement Agreements and the specific releases are available at www.TruckDealerSettlement.com.

EXCLUDING YOURSELF FROM THE CLASSES

15. HOW DO I GET OUT OF THE CLASSES?

To exclude your dealership from one or more of the Settlements, your dealership must send a letter by mail stating that it wants to be excluded from the relevant Settlement Class(es) (including the specific automotive

part case(s) and the Settlement(s) from which your dealership wishes to be excluded). The letter must also include:

- The case name: *In re Automotive Parts Antitrust Litigation*, MDL No. 2311;
- 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 Truck and/or Equipment Dealership, as well as any subsidiaries or affiliates who are requesting to be excluded from the Settlement(s); and
- Your dealership's dealer number(s) / dealer identification number(s) (for each original equipment manufacturer for which you are or were an authorized dealer).

You must mail your exclusion request postmarked no later than **March 1, 2017**, to:

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

and to:

RG/2 Claims Administration, LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

16. IF I DON'T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

17. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY BENEFITS?

No. If you exclude yourself from the Settlement Class in any case, you will not get any money as a result of the Settlement in that case. However, you may exclude yourself from some Settlements but remain in other Settlements. In that case, you may receive money from the Settlements in which you remain.

THE LAWYERS REPRESENTING YOU

18. DO I HAVE A LAWYER REPRESENTING ME?

The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Settlement Classes:

J. Manly Parks
Andrew R. Sperl
Duane Morris, LLP
30 S. 17th Street
Philadelphia, PA 19103

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. HOW WILL THE LAWYERS BE PAID?

At the final approval hearing, Class Counsel will ask the Court to reimburse them for certain costs and expenses. At the final approval hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees

Questions? Call 1-866-742-4955 or Visit www.TruckDealerSettlement.com

based on their services in this litigation. Class Counsel may also request a payment to the class representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys and class representatives will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, expenses and awards that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Funds. Class Counsel may seek additional attorneys' fees, costs, and expenses from any other settlements or recoveries obtained in the future.

When Class Counsel's motion for fees, costs and expenses, and class representative payments is filed, it will be available at www.TruckDealerSettlement.com. The motion will be posted on the website at least 45 days before the Court holds a hearing to consider the request, and you will have an opportunity to comment on the motion. (See Question 20.)

Register at the website or call 1-866-742-4955 to receive notice when the motion is filed.

OBJECTING TO THE SETTLEMENTS

20. HOW DO I OBJECT TO OR COMMENT ON THE SETTLEMENTS?

If you have objections to or comments about any aspect of one or more of the Settlements, you may express your views to the Court. You can object to or comment on one or more of the Settlements only if you do not exclude yourself from that Settlement Class. To object to or comment on a Settlement, you must specify which Settlement (including the specific vehicle part and the Settling Defendant(s)) you are objecting to in a letter that also contains the following:

- The case name: *In re Automotive Parts Antitrust Litigation*, MDL No. 2311;
- The name, address, telephone number, and signature of a person with the authority to bind your 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 Truck and/or Equipment 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 original equipment manufacturer for which you are or were an authorized dealer);
- The name of each Settling Defendant whose Settlement you are objecting to or commenting on;
- The automotive part case(s) that is (are) the subject of your objection(s) or comments; and
- The reasons you object to the Settlement(s), along with any supporting materials.

Any comment or objection must be postmarked by **March 1, 2017**, and mailed to:

Court

U.S. District Court for the Eastern District of Michigan Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 564
Detroit, MI 48226

and to:

Notice Administrator

RG/2 Claims Administration, LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

21. WHAT IS THE DIFFERENCE BETWEEN EXCLUDING MYSELF FROM THE CLASSES AND OBJECTING TO THE SETTLEMENTS?

If you exclude yourself from one or more of the Classes, you are telling the Court that you do not want to participate in the Settlements from which you exclude yourself. Therefore, you will not be eligible to receive any benefits from those Settlements, and you will not be able to object to those Settlements. Objecting to a Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not make you ineligible to receive a payment.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlements and any requests by Class Counsel for fees, costs, expenses, and class representative awards. You may attend and you may ask to speak, but you do not have to do so.

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

The Court will hold a Final Fairness Hearing at 2:30 pm on **March 22, 2017**, at the United States Courthouse, 231 W. Lafayette Blvd, Detroit, MI 48226, Room 272. The hearing may be moved to a different date or time without additional notice, so check www.TruckDealerSettlement.com or call 1-866-742-4955 for current information. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlements.

23. DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

24. MAY I SPEAK AT THE HEARING?

If you send an objection or comment on the Settlements as described in Question 20, you may have the right to speak at the Final Approval Hearing as determined by the Court. You cannot speak at the hearing if you exclude yourself from the Classes.

THE TRIALS

25. WHEN AND WHERE WILL THE TRIALS AGAINST THE NON-SETTLING DEFENDANTS TAKE PLACE?

If the cases are not dismissed or settled, the Plaintiffs will have to prove their claims against the Non-Settling Defendants at trial. Trial dates have not yet been set.

At the trial, a decision will be reached about whether the Plaintiffs or the Non-Settling Defendants are right about the claims in the lawsuits. There is no guarantee that the Plaintiffs will win any money or other benefits for members of the Settlement Classes at trial.

26. WHAT ARE THE PLAINTIFFS ASKING FOR FROM THE NON-SETTLING DEFENDANTS?

The class representatives are asking for money for members of the Settlement Classes in the District of Columbia and 29 states listed in Question 7 above. The class representatives are also seeking an order to prohibit the Non-Settling Defendants from engaging in the alleged behavior that is the subject of the lawsuits.

27. WILL I GET MONEY AFTER THE TRIALS?

If the Plaintiffs obtain money or benefits as a result of a trial or settlement, members of the Settlement Classes will be notified about how to ask for a share or what their other options are at that time. These things are not known right now.

GET MORE INFORMATION

28. HOW DO I GET MORE INFORMATION?

This Notice summarizes the Settlements. More details are in the Settlement Agreements. You can get copies of the Settlement Agreements and more information about the Settlements at www.TruckDealerSettlement.com. You also may write with questions to RG/2 Claims Administration, LLC P.O. Box 59479, Philadelphia, PA 19102-9479 or call the toll-free number, 1-866-742-4955. You should also register at the website to be directly notified of any future Settlements, the terms of the Plan of Allocation of the Settlement Funds, how to file a claim form, and other information concerning these cases.

Addendum A

Defendant	Case	Class Definition	Part Definition
Schaeffler	Bearings	Schaeffler Settlement Agreement ¶ 11; Letter Agreement dated November 21, 2016	Schaeffler Settlement Agreement ¶ 7; Amended Complaint ¶ 2
JTEKT	Bearings	JTEKT Settlement Agreement ¶ 13	JTEKT Settlement Agreement ¶ 9; Amended Complaint ¶ 2
NTN	Bearings	NTN Settlement Agreement ¶ 12	NTN Settlement Agreement ¶ 8; Amended Complaint ¶ 2

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IMPORTANT LEGAL INFORMATION