

Updated Settlement Notice

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 a Settlement

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 the Settlement Agreement. To obtain more specific details concerning the Settlement, please read the Settlement Agreement.
- A lawsuit alleging that the Defendants entered into unlawful agreements that allegedly raised the prices of Starters and Alternators (as defined below) has been settled with a defendant ("Settling Defendant").
- While the Settling Defendant believes that it is not liable for the claims asserted, that no damages were sustained by any dealers and that Settling Defendant has meritorious defenses, it has nevertheless agreed to enter into the Settlement Agreement 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 Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Settling Defendant (and all related entities covered by the release in the Settlement Agreement) with respect to all Vehicle Parts, including without limitation Starters and Alternators.
- Generally, you are included in the Settlement Class if, at any time between January 1, 2000 and September 12, 2017, you were a dealer of heavy-duty (Class 8) trucks, medium-duty (Class 3, 4, 5, 6 & 7) trucks, buses, commercial vehicles, construction equipment, mining equipment, agricultural equipment (including ATVs designed and/or marketed for agricultural use), railway vehicles, materials handling vehicles, and other similar vehicles ("Trucks and/or Equipment") that: (a) purchased Trucks and/or Equipment containing a Starter or Alternator which was manufactured or sold by a Defendant or any subsidiary, affiliate, or alleged co-conspirator of a Defendant; and/or (b) indirectly purchased a Starter or Alternator as a replacement part which was manufactured or sold by a Defendant or any subsidiary, affiliate, or alleged co-conspirator of a Defendant. 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 Defendant has agreed to pay approximately \$1.3 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.

| Your Legal Rights And Options | |
|--------------------------------------|---|
| EXCLUDE YOURSELF | You will not be included in the Settlement from which you exclude yourself. You will receive no benefits from that Settlement, but you will keep any rights you currently have to sue the Settling Defendant about the claims in the case(s) from which you exclude yourself. |
| DO NOTHING NOW | You will be included in the Settlement 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 Defendant about the claims for which releases are provided in the relevant Settlement Agreement. |
| OBJECT TO THE SETTLEMENTS | If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlement, and why you believe the Court should not approve the settlement. |
| GO TO THE HEARING | Ask to speak in Court about your opinion of the Settlement, but only if you object to the Settlement first. |
| 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 Settlement. Payments will only be made (1) if the Court approves the Settlement 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 Class. 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 of Allocation will be described in a future Notice to be given at a later date, providing members of the Settlement Class 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 Settlement reached in a pending case that is included in this litigation, before the Court decides whether to finally approve the Settlement. This Notice explains the lawsuits, the Settlement, 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, which is a series of separate cases that have been “consolidated” before the court described above for administrative purposes. This Notice relates to these particular cases: Case No. 2:15-cv-00707-MOB-MKM, Case No. 2:15-cv-01107-MOB-MKM, and Case No. 2:15-cv-14096-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 Starters and Alternators. 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 Defendant has agreed to settle, the Settling Defendant does 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 IS THE SETTLING DEFENDANT?

The Settling Defendant is: Mitsubishi Electric Corporation, Mitsubishi Electric US Holdings, Inc., and Mitsubishi Electric Automotive America, Inc. (“Mitsubishi Electric” or “Settling Defendant”).

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 Settlement includes indirect purchasers of the following vehicle component parts:

“**Starters**” or “**Starter Motors**” refers to devices that power a vehicle’s battery to “turn over” and start when the driver turns the ignition switch.

“**Alternators**” are devices that charge a vehicle’s battery and power the electrical system of a vehicle when its engine is running.

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-one 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 CLASS

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

Generally, you are included if, at any time between January 1, 2000 and September 12, 2017, you were a dealer of heavy-duty (Class 8) trucks, medium-duty (Class 3, 4, 5, 6 & 7) trucks, buses, commercial vehicles, construction equipment, mining equipment, agricultural equipment (including ATVs designed and/or marketed for agricultural use), railway vehicles, materials handling vehicles, and other similar vehicles (“Trucks and/or Equipment”) that: (a) purchased Trucks and/or Equipment containing a Starter or Alternator which was manufactured or sold by a Defendant or any subsidiary, affiliate, or alleged co-conspirator of a Defendant, or (b) indirectly purchased a Starter or Alternator which was manufactured or sold by a Defendant or any subsidiary, affiliate, or alleged co-conspirator of a Defendant 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 the settlement Class is set forth in the Settlement Agreement between the Settlement Class and the Settling Defendant. That Settlement Agreement, and the related Complaints are accessible on the website www.TruckDealerSettlement.com. Set forth below at page 11 is a chart, referred to as Addendum A, identifying the pages and paragraph numbers of the relevant Settlement Class definition for the 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 Settlement 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 Class. 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 Class 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.

Indirect purchasers of any of the Starters or Alternators 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) |
|---------------------|---------------------------|-------------------------|-------------------------|
| Mitsubishi Electric | January 1, 2000 | September 12, 2017 | Starters Alternators |

The specific definition of the Settlement Class is available at www.TruckDealerSettlement.com or can be obtained by calling 1-866-742-4955.

8. WHO IS NOT INCLUDED IN THE CLASS?

The Classes do not include:

- Any of the Defendants, their parent companies, subsidiaries, and affiliates;
- Any alleged co-conspirators.

9. WHAT CLASS MEMBER CLAIMS ARE NOT AFFECTED BY THE SETTLEMENT?

The Settlement does not affect any of the following claims:

- Claims by States and their political subdivisions, agencies, and instrumentalities;
- Claims by persons who purchased their vehicle parts directly from a Defendant, as to claims regarding those direct purchases of parts; and
- Claims by “end payor” purchasers or dealers of automobiles (as opposed to Trucks or Equipment) as to purchases of automobiles.

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

Settlements have been reached with the Settling Defendant (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 SETTLEMENT’S BENEFITS

11. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Funds amount to \$1.3 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 Class who timely file valid claims.

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 |
| Starters/Alternators | Mitsubishi Electric | \$1,300,000 | \$1,300,000 |
| Total | | | \$1,300,000 |

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

HOW TO GET BENEFITS

12. 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 Starter or Alternator and (2) Starters or Alternators purchased indirectly as replacement parts. It is 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 Defendant once the Court finally approves the Settlement.

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.

13. 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 court ordered 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.

REMAINING IN THE CLASS

14. WHAT HAPPENS IF I REMAIN IN THE CLASS?

You will give up your right to sue the Settling Defendant on your own for the claims described in the Settlement Agreement unless you exclude yourself from the Class. You also will be bound by any decisions by the Court relating to the Settlement.

In return for paying the Settlement Amount and/or providing the non-monetary benefits, the Settling Defendant (and certain related entities defined in the Settlement Agreement) will be released from claims relating to the alleged conduct involving the vehicle parts identified in the Settlement Agreement. The Settlement Agreement describes the released claims in detail, so read them carefully since those releases will be binding on you if the Court approves the Settlement. If you have any questions, you can talk to Class Counsel listed in Question 17 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 Agreement and the specific releases are available at www.TruckDealerSettlement.com.

EXCLUDING YOURSELF FROM THE CLASS

15. HOW DO I GET OUT OF THE CLASS?

To exclude your dealership from the Settlement, your dealership must send a letter by mail stating that it wants to be excluded from the Settlement Class (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 **February 14, 2018**, to:

Court

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

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 Defendant 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 firm 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 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 19.)

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

OBJECTING TO THE SETTLEMENT

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

If you have objections to or comments about any aspect of the Settlement, you may express your views to the Court. You can object to or comment on the Settlement only if you do not exclude yourself from the 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 or commenting on 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 **February 14, 2018** 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 CLASS AND OBJECTING TO THE SETTLEMENT?

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, and that the Court should not approve 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 Settlement 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 SETTLEMENT?

The Court will hold a Fairness Hearing on **February 28, 2018** at a time to be determined, 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 TruckDealerSettlement.com or call 1-866-742-4955 for current information. At this hearing, the Court will consider whether the Settlement is 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 Settlement.

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 Settlement as described in Question 19, 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 Class.

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 Class 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 Class 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 Class 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 Settlement. More details are in the Settlement Agreement. You can get copies of the Settlement Agreement and more information about the Settlement 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 Definitions |
|---------------------|--------------------------|---|--|
| Mitsubishi Electric | Starters/ Alternators | Mitsubishi Electric Settlement Agreement ¶ 11 | Mitsubishi Electric Settlement Agreement ¶ 1; First Amended Complaint ¶¶ 3-4 |

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

IMPORTANT LEGAL INFORMATION