

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION

Master File No. 12-md-02311  
Hon. Marianne O. Battani

In re: Starters Cases  
In re: Alternators Cases

Case No. 2:15-cv-00707-MOB-MKM  
Case No. 2:15-cv-01107-MOB-MKM  
Case No. 2:15-cv-14096-MOB-MKM

THIS DOCUMENT RELATES TO:

Truck and Equipment Dealer Cases

**ORDER GRANTING TRUCK AND EQUIPMENT DEALER PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT WITH  
MITSUBISHI ELECTRIC, FOR PROVISIONAL CERTIFICATION OF THE  
SETTLEMENT CLASS, AND TO AUTHORIZE DISSEMINATION OF CLASS NOTICE**

Upon consideration of Truck and Equipment Dealer Plaintiffs' ("TED Plaintiffs") Motion for Preliminary Approval of Proposed Settlement with Defendants Mitsubishi Electric Corporation, Mitsubishi Electric US Holdings, Inc., and Mitsubishi Electric Automotive America, Inc. (collectively, "Settling Defendant" or "Mitsubishi Electric"), Provisional Certification of a Settlement Class, and Authorization of Dissemination of Class Notice (the "Motion"), it is hereby **ORDERED** as follows:

1. The Motion is hereby **Granted**.
2. Unless otherwise set forth herein, defined terms in this Order shall have the same meaning ascribed to them in the settlement agreement between Settling Defendant and TED Plaintiffs (the "Mitsubishi Electric Settlement Agreement" or "Settlement Agreement").

### **Preliminary Approval of the Settlement Agreements**

3. This Court has jurisdiction over these actions and each of the parties to the Mitsubishi Electric Settlement Agreement.

4. The terms of the Mitsubishi Electric Settlement Agreement are hereby preliminarily approved, including the release contained therein, as being fair, reasonable, and adequate to the Settlement Class, subject to final approval at a Fairness Hearing. The Court finds that the Mitsubishi Electric Settlement Agreement was entered into at arm's length by experienced counsel and is sufficiently within the range of reasonableness that notice of the Mitsubishi Electric Settlement Agreement should be given, pursuant to the plan submitted by Settlement Class Counsel and approved by the Court as provided in this Order. The Court further finds there is a sufficient basis for notifying the class of the proposed settlement, pursuant to paragraphs 9-10 and 17-50 below, and for enjoining Settlement Class Members from proceeding in any other action pending the conclusion of the Fairness Hearing.

### **Class Certification**

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and in light of the proposed Mitsubishi Electric Settlement Agreement, the Court hereby finds that the prerequisites for a class action have been met and provisionally certifies the following class for settlement purposes (the "Mitsubishi Electric Settlement Class"):

All Truck and/or Equipment dealers that, during the period January 1, 2000, through the Execution Date, indirectly purchased Alternators or Starters manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any alleged co-conspirator; or purchased new Trucks and/or Equipment containing Alternators or Starters manufactured by one of the Defendants or any current or former subsidiary, affiliate or alleged co-conspirator.

6. The Court finds that provisional certification of the Mitsubishi Electric Settlement Class is warranted in light of the Mitsubishi Electric Settlement Agreement because: (a) the Mitsubishi Electric Settlement Class is so numerous that joinder is impracticable; (b) TED Plaintiffs' claims present common issues of law and fact and are typical of the claims of the members of the Mitsubishi Electric Settlement Class; (c) TED Plaintiffs and Settlement Class Counsel (defined below) will fairly and adequately represent the Mitsubishi Electric Settlement Class; (d) common issues predominate over any individual issues affecting the members of the Mitsubishi Electric Settlement Class; and (e) a class action is superior to all other methods of adjudicating the claims of members of the Mitsubishi Electric Settlement Class. The Court further finds that TED Plaintiffs' interests are aligned with the interests of all other members of the Mitsubishi Electric Settlement Class.

**Appointment of Settlement Class Counsel**

7. The Court hereby appoints Duane Morris, LLP as Settlement Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

8. Each TED Plaintiff Class representative named in the Complaint, and that has not been dismissed, will serve as TED Plaintiff Class representative on behalf of the Mitsubishi Electric Settlement Class.

### **Notice to Potential Class Members**

9. Prior to the Fairness Hearing, Settlement Class Counsel shall utilize the best available means of providing notice of the settlement agreement and the Fairness Hearing to all persons affected by and/or entitled to participate in the settlement agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law. Such means of providing notice are described more fully below in Paragraphs 17-50.

10. Notice to members of the Settlement Class, except statutory notice required to be given by Settling Defendant pursuant to 28 U.S.C. § 1715, shall be the responsibility of Settlement Class Counsel.

### **Other Provisions**

11. As of the date of the entry of this Order, TED Plaintiffs and all members of the Mitsubishi Electric Settlement Class shall be preliminarily enjoined from commencing, prosecuting, or continuing any action against Settling Defendant based upon or related to the Released Claims pending Final Approval of the settlement or until such time as this Court lifts this injunction by subsequent order.

12. In the event that the Mitsubishi Electric Settlement Agreement is terminated in accordance with its provisions, that Settlement Agreement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of TED Plaintiffs, Settling Defendant, or the members of the Mitsubishi Electric Settlement Class.

13. The Court's provisional certification of the Mitsubishi Electric Settlement Class as provided herein is without prejudice to, or waiver of, the rights of any Defendant to contest certification of any other class proposed in these coordinated actions. The Court's

findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in these actions or on the Court's ruling(s) concerning any Defendant's motion; and no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

14. The Court approves the establishment of the Escrow Account under the Mitsubishi Electric Settlement Agreement as a qualified settlement fund ("QSF") pursuant to Internal Revenue Code Section 1.468B-1 and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the QSF. Settlement Class Counsel are, to the extent consistent with the requirements of the Mitsubishi Electric Settlement Agreement, authorized to expend funds from the QSF for the payment of the costs of notice, payment of taxes, and settlement administration costs.

15. If the Mitsubishi Electric Settlement Agreement is terminated or ultimately not approved, any of the parties to the Settlement Agreement may seek to modify any Court-ordered schedule to ensure that the TED Plaintiffs and Settling Defendant will have sufficient time to prepare for the resumption of litigation, including but not limited to the completion of discovery, preparation of expert reports, the filing of class certification motion(s), the filing of summary judgment motion(s), and preparation for trial. The TED Plaintiffs and Settling Defendant have agreed, and the Court so orders, that the Mitsubishi Electric Settlement Agreement and its contents, including its exhibits, and any and all statements, negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims, allegations, or defenses contained in the Complaint or any other

pleading or filing, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Neither the Settlement Agreement, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out its terms by Settling Defendant shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce the Settlement Agreement, or to defend against the assertion of the Released Claims, or as otherwise required by law.

16. The litigation against Settling Defendant is stayed except to the extent necessary to effectuate the Mitsubishi Electric Settlement Agreement.

#### **Notice to Potential Class Members**

17. The Court approves the notice plan and the form and content of the settlement notices proposed in the motion presently before the Court.

18. For purposes of this Order, the term “Settlement Class” shall mean the class of persons and entities the Court provisionally certified for settlement purposes in this preliminary approval order.

19. The TED Plaintiffs have presented a plan to provide notice to the potential members of the Settlement Class of the settlement terms and the various options the potential members have, including, among other things, to opt out of the Settlement, be represented by counsel of their choosing, to object to the Settlement, and to participate as a claimant in the Settlement.

20. The notice plan proposed by the TED Plaintiffs is the best practicable under the circumstances and complies with Federal Rule of Civil Procedure 23. In addition, the Court finds that the proposed notice to class members provides sufficient detail about the

Settlement, so that it is appropriate to carry out the notice plan to allow the members of the Settlement Class to consider and react to the Settlement.

21. The TED Plaintiffs have engaged RG/2 Claims Administration LLC (“RG/2”), an experienced class action claims administrator, to design a notice plan and to assist in drafting of the notices. The Court has reviewed RG/2’s qualifications and accepts its appointment as the TED Plaintiffs’ notice consultant for the Settlement.

22. RG/2 has proposed a notice plan that will provide notice to the potential members of the Settlement Class consistent with Rule 23 and federal due process requirements.

23. The notice plan detailed herein provides the best notice practicable under the circumstances and complies with due process requirements because it provides sufficient notice of: (a) the Settlement and its terms, (b) the right to opt out or object, and (c) the timing of the final approval hearing. The Court further finds that the notice plan is the best notice practicable to provide notice of the foregoing to truck and equipment dealerships that indirectly purchased for resale certain component parts and/or vehicles containing these parts and that purchased such vehicles or parts in Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin (the “Indirect Purchaser States”) and who are therefore entitled to receive such notice as potential members of the Rule 23(b)(3) Settlement Class.

24. The purpose of notice in a class action is to “afford members of the class due process which, in the context of the Rule 23(b)(3) class action, guarantees them the opportunity to be excluded from the class action and not be bound by any subsequent judgment.”

*Peters v. Nat'l R.R. Passenger Corp.*, 966 F.2d 1483, 1486 (D.C. Cir. 1992) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-74 (1974)).

25. Where names and addresses of known or potential class members are reasonably available, direct notice should be provided. *See, e.g., Eisen*, 417 U.S. at 175-76; *Manual for Complex Litigation* § 21.311, at 292 (4th ed. 2004). The notice plan here includes direct postal and email notice to known potential members of the Settlement Class in the Indirect Purchaser States who have the right to be excluded from the Settlement Class and who may be entitled to share in the settlement proceeds. *Roberts v. Shermeta, Adams & VonAllmen, P.C.*, No.1:13-cv-1241, 2015 WL 1401352 (W.D. Mich. March 26, 2015).

26. The “best notice practicable” does not mean actual notice, nor does it require individual mailed notice where there are no readily available records of class members’ individual addresses or where it is otherwise impracticable. *See Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008); *In re Domestic Air Transp. Antitrust Litig.*, 141 F.R.D. 534, 548-53 (N.D. Ga. 1992); *Manual for Complex Litigation* § 21.311, at 288 (4th ed. 2004).

27. Where all class members cannot be identified for purposes of sending individual notice, notice by publication may also be sufficient. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 317-18 (1950); *Mirfasihi v. Fleet Mortg. Corp.*, 356 F.3d 781, 786 (7th Cir. 2004); *Kaufman v. Am. Express Travel Related Servs. Co. Inc.*, 264 F.R.D. 438, 445-46 (N.D. Ill. 2009); *In re Vivendi Universal, S.A. Sec. Litig.*, 242 F.R.D. 76, 107 (S.D.N.Y. 2007).

28. TED Plaintiffs propose a notice plan that will include direct postal mail and email notice to known Truck and Equipment dealerships in the Indirect Purchaser States; published notice in *The Wall Street Journal*, *Automotive News*, National Trailer Dealers Association E-newsletter, the American Truck Dealers Insider E-newsletter, and *Work Truck*

*Magazine*; and earned media efforts through a national press release and a settlement web site. Direct notice will be sent via email and First Class Mail to approximately 50,000 Truck and Equipment dealerships in the Indirect Purchaser States.

29. Based on the submission of RG/2, the Court finds that the plan summarized above more than satisfies due process standards given the parameters of the settlement, information learned from RG/2's research, and the fact that this is an antitrust matter with not every defendant settling at the current time. The proposed notice plan provides the best practicable method to reach the potential class members and is consistent with other class action notice plans that have been approved by various federal courts for similarly situated matters.

30. The notice plan's multi-faceted approach to providing notice to potential members of the Settlement Class whose identity is not known to the settling parties constitutes "the best notice that is practicable under the circumstances" consistent with Rule 23(c)(2)(B). *See, e.g., In re Holocaust Victims Assets Litig.*, 105 F. Supp. 2d 139, 144 (E.D. N.Y. 2000) (approving plan involving direct-mail, published notice, press releases and earned media, Internet and other means of notice). The Court concludes that the proposed notice plan should be implemented and carried out.

31. The Court also approves the content of the proposed notices. The content of the notice for a Rule 23(b)(3) settlement class "must clearly and concisely state in plain, easily understood language" seven types of information: "(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting

exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

32. The Court has reviewed the proposed notices and concludes that they provided the information required by Rule 23 and are drafted in a manner to clearly and concisely state the details of the Settlement in plain, easily understood language.

33. Within 30 days after the date of the entry of this Order (“the Notice Date”), Interim Class Counsel for the TED Plaintiffs (through its notice consultants) shall cause copies of a Mailing Notice substantially in the form attached hereto as Exhibit 1 to begin to be mailed by First Class Mail, postage prepaid, to each potential Settlement Class member in the Indirect Purchaser States whose postal mailing address is reasonably known.

34. Within 30 days after the date of the entry of this Order, Interim Class Counsel for the TED Plaintiffs shall cause copies of a Mailing Notice substantially in the form attached hereto as Exhibit 1 to be transmitted by electronic mail to the available email addresses associated with dealers in the Indirect Purchaser States.

35. As soon as practicable after the Notice Date, Interim Class Counsel for the TED Plaintiffs shall cause to be published a Publication Notice, substantially in the form attached hereto as Exhibit 2. As noted above in paragraph 28, the Publication Notice will be published in: *The Wall Street Journal*; *Automotive News*, National Trailer Dealers Association E-newsletter, the American Truck Dealers Insider E-newsletter, and *Work Truck Magazine*. If timely publication in one or more of the listed publications becomes impracticable after the issuance of this Order, appropriate changes to the publications or schedule may be made in consultation with RG/2.

36. On or before the Notice Date, Interim Class Counsel for the TED Plaintiffs shall update the following website (the “Settlement Website”): [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com). On or before the Notice Date, the Settlement Website shall identify the substance of the Settlement and the definition of the Settlement Class, and shall make available the settlement agreement and the notices provided to potential class members.

37. In advance of the deadline for Settlement Class Members to opt out or object to the Settlement, Interim Class Counsel for the TED Plaintiffs will post to the Settlement Website available information about the Plans of Allocation for which the TED Plaintiffs will seek Court approval.

38. Subject to the requirements of the Mitsubishi Electric Settlement Agreement, the expenses related to the printing, mailing, and publishing of all notices required by this Order shall be paid from the Settlement. The reasonable costs of RG/2’s assistance shall also be paid from the Settlement. Interim Class Counsel for the TED Plaintiffs are authorized to make these disbursements from the Settlement.

39. Prior to the final approval hearing, Interim Class Counsel for the TED Plaintiffs shall serve and file a declaration attesting to compliance with the provisions of this Order.

#### **Opt-Out Procedure**

40. Notice to Rule 23(b)(3) settlement class members must clearly and concisely state the nature of the lawsuits and their claims and defenses, the class certified, the settlement class member’s right to appear through an attorney or opt out of any one or more of the settlement classes, the time and manner for opting out, and the binding effect of a class judgment on members of the settlement class. Fed. R. Civ. P. 23(c)(2)(B).

41. Compliance with Rule 23's notice requirements also satisfies due process requirements. "The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment." *In re Prudential Sales Practice Litig. Agent Actions*, 148 F.3d 283, 306 (3rd Cir. 1998).

42. The proposed notices and explanation of the process to opt out of the Rule 23(b)(3) Settlement Class meet due-process requirements. The proposed notices explain the actions, who is included in the Settlement, and the right to opt out, object, or appear through an attorney. The notices also describe the time and manner for opting out and declining to participate in or be bound by the Settlement for the members of the Rule 23(b)(3) Settlement Class, as well as for objecting to the Settlement.

43. Prospective members of the Settlement Class can readily determine whether they are likely to be class members, since membership is based on being a truck and equipment dealership that indirectly purchased for resale the relevant component parts and/or vehicles containing these component parts during the respective class periods. The Settlement Class definition, an identity of the Settling Defendant and its alleged co-conspirators, and a list of the parts at issue in the Settlement, are set forth in the Mailing Notice and will be available on the Settlement Website. Whether a dealership is included in the Settlement Class is ascertainable.

44. The notice plan advises members of the Settlement Class who indirectly purchased for resale certain component parts and/or vehicles containing those parts, and made such purchases in the Indirect Purchaser States, of their option to opt out of the Settlement and pursue claims individually, if they wish. Such Settlement Class Members, who are potentially

entitled to share in the proceeds of the Settlement, may seek to be excluded from the Settlement by sending a letter requesting that their dealership be excluded. The exclusion/opt out request must clearly state: (1) the Settlement Class Member's name, address, and telephone number; (2) all trade names or business names and addresses that the Settlement Class Member has used as a dealership; (3) a signed statement identifying the Settlement Class from which the Settlement Class Member requests to be excluded; and (4) the dealer number for each manufacturer for which the dealer was authorized to sell vehicles. The completed letter requesting exclusion shall bear the signature(s) of a person or entity having the legal power or authority to bind the truck and equipment dealership in its decision to opt out. An opt-out or request for exclusion shall not be effective unless it provides the required information and is made within the time stated in Paragraph 45 below.

45. A Settlement Class Member who is eligible to opt-out of the Settlement, and who wishes to opt-out, must send a letter requesting exclusion, postmarked by February 14, 2018, to the following address:

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

46. Except for those members of the Settlement Class who indirectly purchased for resale the relevant component parts and/or vehicles containing these component parts in the Indirect Purchaser States and who filed a timely and proper opt-out, all other dealerships will be deemed Settlement Class Members under the Settlement.

47. All members of the Settlement Class shall be bound by the Settlement and by all subsequent proceedings, orders, and judgments in this MDL litigation for the cases in which the member remained in the Settlement Class. Any Settlement Class member who

properly opts-out of the Settlement shall not be entitled to relief under, or be affected by, the Settlement.

48. Interim Class Counsel for the TED Plaintiffs and counsel for the Settling Defendant may contact truck and equipment dealerships who file an opt-out and may challenge the timeliness and validity of any opt-out request, as well as the right to effect the withdrawal of any opt-out filed in error and any exclusion which that Settlement Class member wishes to withdraw for purposes of participating in the Settlement. The Court shall determine whether any contested opt-out is valid.

49. The notice plan advises Rule 23(b)(3) Settlement Class members in the Indirect Purchaser States of the option to exclude themselves from the Settlement and pursue their claims individually and provides sufficient time to exercise this right. Notice periods for opting out are “almost wholly an exercise in the Court’s discretion.” *In re Potash Antit. Litig.*, 161 F.R.D. 411, 413, n.4 (D. Minn. 1995). The approximately 40-day opt-out period provided relative to the Settlement is reasonable. *Fidel*, 534 F.3d at 513-15 (6th Cir. 2008) (affirming 46-day opt-out period and recognizing that publication notice and notice provided to brokerage houses on behalf of stockholders satisfies due process).

50. Federal courts will approve opt-out periods in which the deadline to opt out is approximately 30 days. *Torrise v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1374-75 (9th Cir. 1993) (affirming 31-day opt-out period pursuant to dual notice plan, even though one-third of the class members received untimely notice); *DeJulius v. New England Health Care Emp. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (affirming 32-day opt-out period and noting that “[f]or due process purposes, rather than looking at actual notice rates, our precedent focuses upon whether the district court gave ‘the best notice practicable under the circumstance’”); *In re OCA*,

*Inc. Sec. & Deriv. Litig.*, Civ. A. No. 06-2165, 2008 WL 4681369, at \*16 (E.D. La. Oct. 17, 2008) (approving 39-day opt-out period). The Court finds that the opt-out period established by this Order is reasonable and complies with both Federal Rule of Civil Procedure 24 and due process.

### **Objections to Settlement**

51. A member of a Settlement Class may object to the Settlement in which they are a member. To exercise this right, a Settlement Class member must provide a letter with a written notice of objection. The letter must specifically state to which Settlement the member objects and provide all trade names or business names that the Settlement Class member has used for the dealership that is making the objection. The letter must also state the objecting Settlement Class member's name, address, telephone numbers, the dealer number for each manufacturer for which the dealer was authorized to sell new vehicles, and the Settlement Class member's reasons for objecting to the settlement. The objection must bear the signature(s) of a person or entity having the legal power or authority to bind the truck and equipment dealership in making the objection.

52. To be considered, each objection letter must state the exact nature of the objection, the facts underlying the objection, and whether or not the objector or its counsel intends to appear at the final approval hearing. The objector must also provide a copy of any documents which the objector wants to use, reference, or rely upon at the final approval hearing. If the objector is represented by counsel, the objection shall also be signed by the attorney who represents the objector.

53. Any attorney representing a Settlement Class member in relation to objecting to the Settlement shall file with the Clerk of Court and serve Interim Class Counsel for

the TED Plaintiffs and counsel for the Settling Defendant, a notice of appearance, not later than February 14, 2018.

54. All objection letters must be postmarked by February 14, 2018 and must be mailed to each of these addresses:

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

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

55. A dealer who objects to the Settlement shall respond to requests for information from the settling parties. The TED Plaintiffs and the Settling Defendant may issue written discovery requests and may conduct the deposition of the objecting party to determine, among other things, whether the objecting party is a member of the Settlement Class and to ascertain the nature of the objection.

56. No truck and equipment dealer shall be entitled to contest the approval of the terms and conditions of the Settlement or the final orders and judgments requested thereon except by filing and serving written objections in accordance with the provisions of this Order.

57. Any member of the Settlement Class who does not submit a timely, written objection in compliance with all of the procedures set forth in this Order shall be deemed to and shall have waived all such objections and will, therefore, be bound by all proceedings, orders, and judgments in this Settlement, which will be preclusive in all pending or future lawsuits or other proceedings.

### **The Final Approval Hearing**

58. A final approval hearing will be held on February 28, 2018 at a time to be determined, before the undersigned in Courtroom 272, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, Michigan, to consider the fairness, reasonableness, and adequacy of the Settlement, and the request for interim attorneys' fees, litigation expenses, and class representative service awards.

59. All papers in support of the request for attorneys' fees, past litigation expenses, and class representative service awards, shall be filed by February 2, 2018.

60. All papers in support of final approval of the Settlement shall be filed at least seven days before the final approval hearing, i.e., on or before February 21, 2018.

61. The date of the final approval hearing shall be set forth in the Mailing Notice, Publication Notice and Settlement Website.

62. Counsel for the Settling Defendant and Interim Class Counsel for the TED Plaintiffs shall promptly furnish each other with copies of any objections to the Settlement that come into their possession.

63. The Court retains jurisdiction for purposes of implementing the Settlement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder or in connection therewith.

II.

IT IS SO ORDERED

Date: October 25, 2017

s/Marianne O. Battani  
MARIANNE O. BATTANI

United States District Judge

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order was served upon counsel of record via the Court's ECF System to their respective email addresses or First Class U.S. mail to the non-ECF participants on October 25, 2017.

s/ Kay Doaks

Case Manager

**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](http://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.
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<b>Your Legal Rights And Options</b>		
<b>EXCLUDE YOURSELF</b>	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.	
<b>DO NOTHING NOW</b>	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.	
<b>OBJECT TO THE SETTLEMENTS</b>	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.	

**Questions? Call 1-866-742-4955 or Visit [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com)**

<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement, but only if you object to the Settlement first.	
<b>REGISTER ON THE WEBSITE</b>	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.

**What This Notice Contains**

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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](http://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**

**1. 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](http://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 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](http://www.TruckDealerSettlement.com) or can be obtained by calling 1-866-742-4955.

## 2. 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.

## 1. 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.

## 1. 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](http://www.TruckDealerSettlement.com), to be notified about the claims process or any future Settlements.

### THE SETTLEMENT’S BENEFITS

## 1. 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:

<b>Auto Parts Settlements and Settlement Funds</b>			
<b>Automotive Parts Case</b>	<b>Settling Defendant</b>	<b>Settlement Amount</b>	<b>Settlement Fund</b>
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](http://www.TruckDealerSettlement.com).

### **HOW TO GET BENEFITS**

#### **1. 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](http://www.TruckDealerSettlement.com).

#### **2. 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**

#### **1. 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

Questions? Call 1-866-742-4955 or Visit [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com)

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](http://www.TruckDealerSettlement.com).

### **EXCLUDING YOURSELF FROM THE CLASS**

#### **1. 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

#### **1. 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.

**2. 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**

**1. 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.

**2. 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](http://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

### 1. 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

**1. 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.

**1. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Fairness Hearing at 2:30 p.m. on **February 28, 2018**, 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](http://www.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.

**2. 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.

**3. 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**

**1. 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.

**2. WHAT ARE THE PLAINTIFFS ASKING FOR FROM THE NON- SETTILING 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.

**3. 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**

**1. 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](http://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**

<b>Defendant</b>	<b>Case</b>	<b>Class Definition</b>	<b>Part Definitions</b>
Mitsubishi Electric	Starters/ Alternators	Mitsubishi Electric Settlement Agreement ¶ 11	Mitsubishi Electric Settlement Agreement ¶ 1; First Amended Complaint ¶¶ 3-4

### Legal Notice

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

*In re Automotive Parts Antitrust Litigation*, No. 12-md-02311

#### **If You Are a Truck and/or Equipment Dealership That Purchased Vehicles or Bought Certain Parts for a Vehicle in the U.S. Since 2000 You Could Receive Money from Settlements of Class Actions**

Lawsuits involving the prices of certain vehicle component parts have been settled with a Defendant in various class actions in this litigation (“Settling Defendant”). The Settling Defendant is identified below. The cases are separate class actions within the lead case known as *In re Automotive Parts Antitrust Litigation*, 12-md-02311 (E.D. Mich.), which is currently before United States District Judge Marianne O. Battani.

You may be part of a class action settlement if you are a Truck and/or Equipment dealership that indirectly purchased certain component parts and/or vehicles for resale or lease containing these parts (“Dealer”) in the District of Columbia or one or more of the following states: Arizona, Arkansas, California, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

**This Settlement may affect your rights. Read on for more information.**

#### **What Are The Lawsuits About?**

The lawsuits claim that the Defendants in each lawsuit agreed to unlawfully raise the price of certain motor vehicle component parts. 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 it engaged in any wrongdoing or is liable or owes any money or benefits to Plaintiffs. The Court has not yet decided who is right.

The Court has appointed Duane Morris LLP as interim class counsel (“Class Counsel”) in these lawsuits to represent your dealership and all other members of the class actions. 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.

#### **Who’s Included In The Settlement?**

Your dealership is part of the Settlement if it is a Truck and Equipment Dealer and falls within the definition of the settlement class (“Settlement Class”) approved by Judge Battani. The class definition is set forth in the full length Notice, which is available at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com). The term “Truck and Equipment Dealer” or “Truck and Equipment Dealership” means an entity or person authorized to engage in the business of selling or dealing in Trucks and/or Equipment at retail in the United States. A list of the part included in this Settlement and its manufacturer can be found at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com). If approved by the Court, the Settlement would release claims any class members may have as to all Vehicle Parts, including Starters and Alternators, as defined in the Settlement Agreement.

#### **Who Is The Settling Defendant?**

The Settling Defendant is Mitsubishi Electric Corporation, Mitsubishi Electric US Holdings, Inc., and Mitsubishi Electric Automotive America, Inc. (collectively, “Settling Defendant” or “Mitsubishi Electric”). A list of the Defendants, their affiliates, and the alleged co-conspirators for each case involving the parts described in the Settlement Class definitions and settlement agreements is available at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).

### **What Does The Settlement Provide?**

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;; and/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 Complaint are accessible on the website [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).

The Settlement Funds amount to \$1.3 million. Detailed information about the Settlement and the parts involved can be found in the full-length Notice, which is available at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com). The amount of money your dealership may receive, if any, will depend upon where the dealership purchased the affected vehicles or component parts, the type and quantity of vehicles and parts your dealership purchased in the states listed above and the District of Colombia, and the total number of claims made by eligible Truck and Equipment Dealers.

### **What Are My Rights And Options?**

#### **1. Opt Your Dealership Out of the Settlement**

If your dealership purchased any of the parts, or vehicles containing those parts, discussed above and listed in the Settlement Class definitions in the states listed in this Notice or the District of Columbia and does not want to be legally bound by the Settlement, your dealership must exclude itself (“opt out”) in a writing postmarked by February 14, 2018, or it will not be able to sue, or continue to sue, the Settling Defendant (including all related entities covered by the release in the Settlement Agreement) about the legal claims settled in the Settlement Agreement.

If your dealership submits a valid and timely request for exclusion / opt out, it will not share in the proceeds of that Settlement, and it will not be bound by the judgment. To be valid, the request for exclusion / opt out must follow the instructions set forth in the full-length Notice and be postmarked by February 14, 2018. The full instructions and requirements for opting out may be viewed at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).

#### **2. Object to the Settlement**

If your dealership wishes to object to the Settlement or the request for attorneys’ fees, reimbursement of expenses, and service awards, it may write to the Court and counsel about why it objects. To be considered, your dealership’s objection must be filed according to the procedures set forth in the full-length Notice and postmarked no later than February 14, 2018. The full instructions and requirements for objecting to the Settlement may be viewed at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).

#### **3. Attend the Final Approval Hearing**

The Court will hold a Final Approval Hearing at 2:30 p.m. on February 28, 2018 at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Courtroom 272, Detroit, MI 48226 to decide whether to approve the Settlement and the request for attorney’s fees, reimbursement of expenses, and service awards. You or your own lawyer 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 the full-length Notice no later than February 14, 2018.

This notice is a summary only. The complete terms, including the definitions of what parties and claims are being released are set forth in the full-length Notice, settlement agreements, and the Court filings which may be obtained at [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).

**For More Information, Contact the Settlement Administrator toll free at 1-866-742-4955**

**or visit [www.TruckDealerSettlement.com](http://www.TruckDealerSettlement.com).**