

AUTOMOTIVE PARTS Antitrust Litigation

WHO IS ELIGIBLE?:

BACKGROUND:

In early 2010, the U.S. Department of Justice (“DOJ”) launched a criminal investigation into the potential bid-rigging and price fixing of Automotive Parts. To date, many companies and automotive executives have pled guilty to these charges resulting in at least \$1,600,000,000 in criminal fines and penalties being imposed. This DOJ investigation prompted a large number of customers, car repair shops, dealerships and other businesses to file civil suits against many of the Defendants. Many of these lawsuits were consolidated in June 2012 before Judge Battani in the Eastern District of Michigan and lawsuits continue to be filed in various jurisdictions related to this matter. In light of the outcome of the DOJ investigation, it is possible that there will be a future civil settlement in which significant funds will be made available to both direct and indirect purchasers of Automotive Parts.

SETTLEMENT:

To be determined.

All individuals and entities who purchased “Automotive Parts” directly or indirectly from any of the Defendants, or their subsidiaries or affiliates, during the Settlement Class Period of January 1, 2000 to the Present.

DEADLINE:

Not yet established.

DEFENDANTS:

AB SKF

American Furukawa, Inc.

American Mitsuba Corporation

Asmo Co., Ltd.

Autoliv ASP Corporation

Autoliv B.V. & Co. KG

Autoliv, Inc.

Autoliv Japan Ltd.

Autoliv North America, Inc.

Autoliv Safety Technology, Inc.

Calsonic Kansel Corporation

Denso Corporation

Denso International America, Inc.

Diamond Electric Mfg. Co., Ltd.

Diamond Electric Mfg. Corporation

DTR Industries, Inc.

Fujikura Ltd.

Furukawa Electric Company, Ltd.

Furukawa Lear Corporation

Furukawa Wiring Systems America, Inc.

G.S. Electech, Inc.

G.S. Wiring Systems, Inc.

G.S.W. Manufacturing, Inc.

Hitachi Automotive Systems, Ltd.

Hitachi Automotive Systems Americas, Inc.

Hitachi Ltd.

JTEKT Automotive North America, Inc.

JTEKT Corporation

Koyo Corporation of USA

K&S Wiring Systems, Inc.

Kyungshin-Lear Sales and Engineering, LLC

Lear Corporation

Lear Furukawa Corporation

Leoni AG

Mitsuba Corporation

Mitsubishi Electric Automotive America, Inc.

Mitsubishi Electric Corporation

Mitsubishi Electric US Holdings, Inc.

Mitsubishi Heavy Industries, Ltd.

Mitsubishi Heavy Industries America, Inc.

Mitsubishi Heavy Industries Climate Control, Inc.

Nachi America Inc.

Nachi Fujikoshi Corporation

New Sabina Industries, Inc.

Nippon Seiki Company, Ltd.

N.S. International, Ltd.

NSK, Ltd.

NTN Corporation

NTN USA Corporation

Panasonic Corporation

Panasonic Corporation of North America

S-Y Systems Technologies Europe GmbH

Schaeffler AG

Schaeffler Group USA, Incorporated

SKF AB

SKF USA, Inc.

Sumitomo Electric Industries, Ltd.

Sumitomo Electric Wintec America, Inc.

Sumitomo Electric Wiring Systems, Inc.

Sumitomo Wiring Systems, Ltd

Sumitomo Wiring Systems (U.S.A.) Inc.

Takata Corporation

TK Holdings, Inc.

Tokai Rika, Ltd.

Tokai Rika Company, Ltd.

Tokai Rubber Industries, Ltd.

T. Rad Co., Ltd.

Tram, Inc.

TRMI, Inc.

TRW Automobile Holdings Corporation

TRW Deutschland Holding GmbH

Valeo Inc.

Valeo S.A.

Valeo Climate Control Corp.

Valeo Electrical Systems, Inc.

Valeo Japan Co., Ltd.

Yazaki Corporation

Yazaki North America, Inc.

Yamashita Rubber Co., Ltd.

YUSA Corporation

DEFINITION OF AUTOMOTIVE PARTS:

For purposes of this class action lawsuit, Automotive Parts include any or all of the following:

1. "Air Conditioning Systems", which cool the interior environment of the vehicle.
2. "Air Flow Meters" which measure the volume of air flowing into engines
3. "Alternators" which charge a battery and run all of the electrical systems while a motor vehicle is running
4. "Anti-Vibrational Rubber Parts" which absorb the shock of moving vehicles
5. "Automotive Lamps" including headlights, clearance lamps, backup lamps, taillights, stop lamps and turn signals
6. "Bearings" which position, hold and guide moving parts, as well as to reduce friction between moving and fixed parts (including ball bearings, tapered roller bearings, roller bearings, mounted bearings, and parts and components for ball and roller bearings)
7. "Electric Powered Steering Assemblies" which assists the driver to more readily steer the automobile
8. Electronic Throttle Bodies which control the amount of air flowing into a vehicle's engine
9. "Fan Motors" which are small electric motors used to turn radiator cooling fans
10. "Fuel Injection Systems" which admit fuel or a fuel-air mixture into engine cylinders (including injectors, high pressure pumps, rail assemblies, feed lines and other components sold as unitary systems)
11. "Fuel Senders" which measure the amount of fuel in the tank
12. "Heating Control Panels" which are located in the center console control the temperature of the interior environment
13. "High Intensity Discharge Ballasts" which are electrical devices that limit the amount of electrical current flowing to headlamps
14. "Ignition Coils" which are part of the fuel ignition system and release electric energy suddenly to ignite a fuel mixture
15. "Instrument Panel Clusters" which are the mounted array of instruments and gauges housed in front of the driver (they are also known as meters)
16. "Inverters" which provide power to motors by converting direct current electricity from a vehicle's battery to alternating current electricity
17. "Motor Generators" which power electric drive systems
18. "Occupancy Safety Systems" including seat belts, airbags, steering wheels or steering systems and safety electronic systems
19. "Power Window Motors" which are small electric motors used to raise/lower vehicle windows
20. "Radiators" which are a component of the cooling system and stores engine coolant for circulation throughout the engine
21. "Starters" which are electric motors that turn the flywheel in order to turn the rotating assembly so fuel and air will be drawn into the engine for igniting
22. "Steering Angle Sensors" which detect the angle of a vehicle's direction and sends signals to a vehicle computer which in turn controls for vehicle stability during turns
23. "Transmission Fluid Warmers" which are devices located in the engine that warms the automatic transmission fluid
24. "Valve Timing Control Devices" which control the timing of engine valves' operation, and include the actuator and/or solenoid valve
25. "Switches" which include steering wheel switches, turn switches, wiper switches, combination switches and door courtesy switches
26. "Windshield Washer Systems" which include one or more of the following: the pump, hoses, nozzle and tank necessary to deliver washer fluid to vehicle windows
27. "Windshield Wipers" which remove rain and debris from a windscreen of windshield
28. "Wire Harness Systems" which include automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, power distributors, and speed sensor wire assemblies

Automotive Parts Antitrust Litigation

On this, the ____ day of ____, 20__, _____,
(Business Name)

and its affiliates, located at _____,
(Address)

("Client") and J.E. Lawrence & Co. ("JEL-CRS") agree as follows with respect to any recoveries made related to an antitrust class action involving the purchase of automotive parts in the United States from one or more of the Defendants.

Range of Agency Relationship: The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the settlement(s).

Responsibilities: JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

Consent to Attain Records: The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

Roles: The parties understand and agree that with respect to JEL-CRS's duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client's claims for settlement.

Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.

Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay JEL-CRS a contingency fee of thirty percent (30%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. JEL-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to JEL-CRS by the claims administrator. JEL-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less JEL-CRS's compensation.

Confidentiality: The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, JEL-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

Multiple Entities and Locations (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form.

The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

J.E. Lawrence & Co.

(Authorized Signature)

(Account Executive Signature)

(J.E. Lawrence & Co. Authorized Signature)

(Authorized—Print name)

(Account Executive—Print name)

(J.E. Lawrence & Co.—Print name)

(Tax ID #)

Phone

Email

Please sign then fax to 866-221-4719 or email info@jelcrs.com