DISTRIBUTION PROTOCOL OF THE CANADIAN AUTOMOTIVE BEARINGS, EPS ASSEMBLIES, HID BALLASTS, AND MANUAL STEERING COLUMNS PRICE-FIXING CLASS ACTION SETTLEMENT FUNDS

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into in the following automotive price-fixing class actions:

   (a) Automotive Bearings[1]

   (b) EPS Assemblies

   (c) HID Ballasts

   (d) Manual Steering Columns

2. The administration shall be completed in conjunction with the Amended Second Omnibus Distribution Protocol, attached hereto as Schedule "A". Settlement payments will be calculated in accordance with the Amended Second Onmibus Distribution Protocol. Settlement Class Members who file claims under the Amended Second Omnibus Distribution Protocol will be automatically considered for compensation under this Distribution Protocol. There will be no separate claims or appeal process for this Distribution Protocol.

3. For the purposes of this Distribution Protocol, the following definitions apply:

   (a) ***Affected Vehicle*** means the following new passenger cars, sport utility vehicles, vans, and light trucks (up to 10,000 lbs) purchased and/or leased during the "Event Period" or "Post Event Period", as set out in the chart below:

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[1] Defined as "Bearings" in the Settlement Agreements

Class Action	Brands	Event Period	Post Event Period
Automotive Bearings	Honda/Acura, Nissan/Infiniti, Toyota/Lexus	Jan 1, 2000 to Dec 31, 2013	Jan 1, 2014 to Sept 30, 2016
EPS Assemblies	Honda/Acura, Nissan/Infiniti	Jan 1, 2005 to Sept 30, 2012	Oct 1, 2012 to Sept 30, 2016
HID Ballasts	Honda/Acura, Mazda, Nissan/Infiniti, Toyota/Lexus, Subaru	Jul 1, 1998 to Feb 28, 2010	Mar 1, 2010 to Feb 28, 2014
Manual Steering Columns	Honda/Acura	Sept 22, 2007 to Sept 30, 2012	Oct 1, 2012 to Sept 30, 2016

(b) ***Automakers*** means:

Class Action	Automakers
Automotive Bearings	Honda/Acura, Nissan/Infiniti, Toyota/Lexus
EPS Assemblies	Honda/Acura, Nissan/Infiniti
HID Ballasts	Honda/Acura, Mazda, Nissan/Infiniti, Toyota/Lexus, Subaru
Manual Steering Columns	Honda/Acura

(c) ***Canadian Automakers*** means:

Class Action	Canadian Automakers
Automotive Bearings	Honda Canada Inc.
EPS Assemblies	n/a
HID Ballasts	Toyota Motor Manufacturing Canada
Manual Steering Columns	n/a

Calculation of Payments

Canadian Automakers

4. The following amount will be allocated from the Net Settlement Funds for payment to the Canadian Automakers who purchased at least $500,000 of the Relevant Part during the

Event Period and/or Post Event Period, and whose claim has not otherwise been released by virtue of the parallel U.S. direct purchaser actions and/or private settlement:

Relevant Part / Class Action	Canadian Automaker	Allocation
Automotive Bearings	Honda Canada Inc.	$120,000
HID Ballasts	Toyota Motor Manufacturing Canada	$15,000

Automaker Production Orders

5. The Plaintiffs will seek orders from the Ontario Court authorizing the Automakers to provide, to the extent reasonably available, the following Automakers Data to the Claims Administrator:

Nissan

(a) End Users:

(i) the vehicle information number ("VIN") of Affected Vehicles purchased and/or leased by End Users between August 1, 2015 and September 30, 2016; and

(ii) the name and, where available and where that customer has not asked Nissan to refrain from emailing them, email address of the registered owner of each identified Affected Vehicle;

(b) Dealers:

(i) name, address and email address (if available); and

(ii) the vehicle information numbers ("VIN") of Affected Vehicles purchased by a Dealer from Nissan between August 1, 2015 and September 30, 2016.

Mazda

(a) End Users:

(i) the vehicle information number ("VIN") of Affected Vehicles purchased and/or leased by End Users between July 1, 1998 and December 31, 2002; and

(ii) where available, the name, address, and email address (unless the original owner has asked Mazda to refrain from mailing/emailing them) of the original owner of each identified Affected Vehicle;

(b) Dealers:

(i) name, address, corporate contact name (if available) and email address (if available); and

(ii) the aggregate purchase price (to the extent practicable, excluding any shipping, taxes, rebates, and any other form of discounts) of Affected Vehicles purchased by a Dealer from Mazda on an annual basis between July 1, 1998 and December 31, 2002. Mazda may elect to provide a good faith estimate as to the aggregate purchase price of Affected Vehicles purchased by a Dealer, such as the MSRP.

6. The Automakers will be compensated for its reasonable time and expenses associated with collecting and providing Automakers Data. Any disputes regarding the reasonableness of time or expenses shall be resolved by the Ontario Court.

AMENDED DISTRIBUTION PROTOCOL OF THE CANADIAN AUTO PARTS PRICE-FIXING CLASS ACTION SETTLEMENT FUNDS

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GENERAL PRINCIPLES

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into in the following automotive price-fixing class actions:

(a) Alternators;

(b) Automatic Transmission Fluid Warmers and Oil Coolers

(c) Automotive Brake Hoses;

(d) Automotive Hoses;

(e) Fuel Injection Systems;

(f) Heater Control Panels

(g) Inverters;

(h) Motor Generators;

(i) Occupant Safety Systems;

(j) Oxygen Sensors;

(k) Radiators

(l) Spark Plugs;

(m) Starters;

(n) Steering Angle Sensors;

(o) Switches; and

(p) Windshield Wiper Systems.

(the "Settlement Agreements").

2. The administration shall:

(a) implement and conform to the Settlement Agreements, orders of the Courts and this Distribution Protocol;

(b) employ secure, paperless, web-based systems with electronic registration and record-keeping wherever possible;

(c) rely on the Automakers Data wherever economically feasible; and

(d) rely on information provided in the context of the WH Distribution wherever possible.

DEFINITIONS

3. For the purpose of this Distribution Protocol, the following definitions apply, as well as those stated in paragraph 4:

(a) ***Affected Vehicle*** means the following new passenger cars, sport utility vehicles, vans, and light trucks (up to 10,000 lbs) purchased and/or leased during the "***Event Period***" or "***Post Event Period***", as set out in the chart below:

Class Action	Brands	Event Period	Post Event Period
Alternators	Aston Martin, BMW/Mini Cooper, Chrysler/Dodge/Fiat/ Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/Pontiac/Saab/Saturn), Honda/Acura, Jaguar/Land Rover,	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014

Class Action	Brands	Event Period	Post Event Period
	Nissan/Infiniti, Subaru, Volkswagen/Audi/Porsche, Volvo		
Automatic Transmission Fluid Warmers and Oil Coolers	Toyota/Lexus	November 1, 2002 to February 28, 2010	March 1, 2010 to February 28, 2014
Automotive Brake Hoses	Toyota/Lexus	November 1, 2005 to September 30, 2009	October 1, 2009 to September 30, 2013
Automotive Hoses	Nissan/Infiniti, Toyota/Lexus	February 1, 2004 to September 30, 2010	October 1, 2010 to September 30, 2014
Fuel Injection Systems	General Motors (Buick/Cadillac/ Chevrolet/Daewoo/GMC/Hummer/ Isuzu/Oldsmobile/Pontiac/Saab/ Saturn), Nissan/Infiniti	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014
Heater Control Panels	General Motors (Pontiac Vibe only), Toyota/Lexus	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014
Inverters	General Motors (Buick/Cadillac/ Chevrolet/Daewoo/GMC/Hummer/ Isuzu/Oldsmobile/Pontiac/Saab/ Saturn), Nissan/Infiniti	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014
Motor Generators	General Motors (Buick/Cadillac/ Chevrolet/Daewoo/GMC/Hummer/ Isuzu/Oldsmobile/Pontiac/Saab/ Saturn), Nissan/Infiniti	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014
Occupant Safety Systems	BMW/Mini Cooper, General Motors (Pontiac Vibe only), Honda/Acura, Mazda, Nissan/ Infiniti, Subaru, Toyota/Lexus, Volkswagen/Audi/Porsche	January 1, 2003 to June 30, 2011	July 1, 2011 to December 4, 2014
Oxygen Sensors	Chrysler/Dodge/Fiat/Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/Pontiac/ Saab/Saturn), Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus	January 1, 2000 to July 31, 2011	August 1, 2011 to July 31, 2015

Class Action	Brands	Event Period	Post Event Period
Radiators	General Motors (Pontiac Vibe and Saab 9-2x only), Honda/Acura, Subaru, Toyota/Lexus	November 1, 2002 to February 28, 2010	March 1, 2010 to February 28, 2014
Spark Plugs	Chrysler/Dodge/Fiat/Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/Pontiac/Saab/Saturn), Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus	January 1, 2000 to July 31, 2011	August 1, 2011 to July 31, 2015
Starters	Aston Martin, BMW/Mini Cooper, Chrysler/Dodge/Fiat/Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/Pontiac/Saab/Saturn), Honda/Acura, Jaguar/Land Rover, Nissan/Infiniti, Volkswagen/Audi/ Porsche, Volvo	January 1, 2000 to June 30, 2010	July 1, 2010 to June 30, 2014
Steering Angle Sensors	General Motors (Pontiac Vibe only), Toyota/Lexus	September 1, 2003 to February 28, 2010	March 1, 2010 to February 28, 2014
Switches	General Motors (Pontiac Vibe only), Toyota/Lexus	September 1, 2003 to February 28, 2010	March 1, 2010 to February 28, 2014
Windshield Wiper Systems	Chrysler/Dodge/Fiat/Jeep/Ram, Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus	January 1, 2000 to February 28, 2010	March 1, 2010 to February 28, 2014

(b) ***Affected Vehicle Purchases*** means the total value assigned to a Settlement Class Member's purchases and/or leases of Affected Vehicles, as calculated pursuant to paragraphs 9 to 14.

(c) ***Automakers*** means:

Class Action	Automakers
Alternators	Aston Martin, BMW/Mini Cooper, Chrysler/ Dodge/Fiat/Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/ Hummer/Isuzu/Oldsmobile/ Pontiac/Saab/Saturn), Honda/Acura, Jaguar/Land Rover, Nissan/Infiniti, Subaru, Volkswagen/Audi/ Porsche, Volvo
Automatic Transmission Fluid Warmers and Oil Coolers	Toyota/Lexus
Automotive Brake Hoses	Toyota/Lexus
Automotive Hoses	Nissan/Infiniti, Toyota/Lexus
Fuel Injection Systems	General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/Oldsmobile/ Pontiac/Saab/Saturn), Nissan/Infiniti
Heater Control Panels	General Motors (Pontiac Vibe only), Toyota/Lexus
Inverters	General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/Oldsmobile/ Pontiac/Saab/Saturn), Nissan/Infiniti
Motor Generators	General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/Oldsmobile/ Pontiac/Saab/Saturn), Nissan/Infiniti
Occupant Safety Systems	BMW/Mini Cooper, General Motors (Pontiac Vibe only), Honda/Acura, Mazda, Nissan/Infiniti, Subaru, Toyota/Lexus, Volkswagen/Audi/Porsche
Oxygen Sensors	Chrysler/Dodge/Fiat/Jeep/Ram, Ford/Lincoln/ Mercury, General Motors (Buick/Cadillac/ Chevrolet/Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/Pontiac/Saab/Saturn), Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus
Radiators	General Motors (Pontiac Vibe and Saab 9-2x only), Honda/Acura, Subaru, Toyota/Lexus
Spark Plugs	Chrysler/Dodge/Fiat/Jeep/Ram, Ford/Lincoln/ Mercury, General Motors (Buick/Cadillac/ Chevrolet/Daewoo/GMC/Hummer/Isuzu/ Oldsmobile/ Pontiac/Saab/Saturn), Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus
Starters	Aston Martin, BMW/Mini Cooper, Chrysler/ Dodge/Fiat/Jeep/Ram, Ford/Lincoln/Mercury, General Motors (Buick/Cadillac/Chevrolet/ Daewoo/GMC/Hummer/Isuzu/Oldsmobile/ Pontiac/Saab/Saturn), Honda/Acura, Jaguar/Land Rover, Nissan/Infiniti, Volkswagen/Audi/Porsche, Volvo

Class Action	Automakers
Steering Angle Sensors	General Motors (Pontiac Vibe only), Toyota/Lexus
Switches	General Motors (Pontiac Vibe only), Toyota/Lexus
Windshield Wiper Systems	Chrysler/Dodge/Fiat/Jeep/Ram, Honda/Acura, Nissan/Infiniti, Subaru, Toyota/Lexus

(d) ***Automakers Data*** means the information provided by the Automakers in accordance with paragraph 42 below.

(e) ***Canadian Automakers*** means:

Class Action	Canadian Automakers
Alternators	Fiat Chrysler Canada Inc.
	General Motors of Canada Ltd
Fuel Injection Systems	General Motors of Canada Ltd
Inverters	General Motors of Canada Ltd
Motor Generators	General Motors of Canada Ltd
Oxygen Sensors	Fiat Chrysler Canada Inc.
	General Motors of Canada Ltd
	Toyota Motor Manufacturing Canada
Spark Plugs	Fiat Chrysler Canada Inc.
	General Motors of Canada Ltd
	Toyota Motor Manufacturing Canada
Starters	Fiat Chrysler Canada Inc.
	General Motors of Canada Ltd
Windshield Wiper Systems	Fiat Chrysler Canada Inc.
	Toyota Motor Manufacturing Canada

(f) ***Claim*** means the electronic or paper form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.

(g) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the distribution of the Net Settlement Funds in accordance with the provisions of this Distribution Protocol and any related Court orders.

(h) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the first publication of the notice advising Settlement Class Members of the claims process.

(i) ***Courts*** means the Ontario Court, the Supreme Court of British Columbia, and the Superior Court of Quebec.

(j) ***Decision Notice*** shall have the meaning attributed to it in paragraph 54.

(k) ***MSRP*** means the manufacturer's suggest retail price.

(l) ***Net Purchase Price*** means the aggregate purchase price or lease payments paid by a Settlement Class Member for Affected Vehicles, less any taxes, discounts, rebates, delivery or shipping charges.

(m) ***Net Settlement Funds*** means, for each class action identified in paragraph 1, the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements, plus accrued interest, less:

(i) Class Counsel Fees as approved by the Courts;

(ii) Administration Expenses (which includes the fees of the Claims Administrator in administering this Distribution Protocol) (to be allocated proportionately as between the class actions);

(iii) taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties);

(iv) any compensation provided to the Automakers pursuant to paragraph 43 (to be allocated proportionately as between the relevant class actions);

(v) any compensation provided to any designee of the Ontario Court and the Quebec Court appointed to hear appeals pursuant to paragraph 59; and

(vi) any other deductions approved by the Courts.

(n) ***Ontario Court*** means the Ontario Superior Court of Justice.

(o) ***Other Auto Parts Actions*** means other class actions commenced in Canada regarding the alleged price-fixing or bid-rigging of automotive parts where there has been no distribution of settlement funds, as set out in Schedule A.

(p) ***Quebec Court*** means the Superior Court of Quebec.

(q) ***Settlement Agreements*** has the meaning attributed to it in paragraph 1.

(r) ***Settlement Class Members*** means all persons in Canada who purchased the Relevant Part for installation in an Affected Vehicle and/or purchased and/or leased an Affected Vehicle. The following persons are excluded:

(i) the Defendants and their respective parents, subsidiaries, affiliates, officers and directors;

(ii) persons who validly and timely opted out of the applicable class action; and

(iii) the Automakers identified in the materials filed with the Courts in support of approval of this Distribution Protocol as being ineligible to participate in any distribution.

(s) ***WH Distribution*** means the distribution protocol approved by the Courts in respect of settlements reached BC Action No. S-132353, Ontario Court File No. CV-12-446737-00CP, and Quebec Action No. 200-06-000147-127 (collectively referred to as the "automotive wire harness price-fixing class actions").

DISTRIBUTION OF SETTLEMENT FUNDS

Categorization of Settlement Class Members

4. Settlement Class Members will be categorized into the following purchaser groups based on their position in the distribution chain:

(a) ***Automakers*** has the meaning ascribed in paragraph 3(c) above;

(b) ***Canadian Automakers*** has the meaning ascribed in paragraph 3(e) above;

(c) ***Dealer*** means a Settlement Class Member who purchased Affected Vehicles from the Automakers or a subsidiary thereof, for resale to End Users; and

(d) ***End User*** means a Settlement Class Member who purchased or leased an Affected Vehicle(s) for its own use and not for commercial resale.

Calculation of Payments

Canadian Automakers

5. The following amounts will be allocated from the Net Settlement Funds for payment to the Canadian Automakers who purchased at least $500,000 of the Relevant Part during the Event Period and/or Post Event Period, and whose claim has not otherwise been released by virtue of the parallel U.S. direct purchaser actions and/or private settlement:

Relevant Part / Class Action	Canadian Automaker	Allocation
Alternators	Fiat Chrysler Canada Inc.	$60,000
	General Motors of Canada Ltd	$60,000
Fuel Injection Systems	General Motors of Canada Ltd	$40,000
Inverters	General Motors of Canada Ltd	$3,000
Motor Generators	General Motors of Canada Ltd	$2,000
Oxygen Sensors	Fiat Chrysler Canada Inc.	$30,000
	General Motors of Canada Ltd	$30,000
	Toyota Motor Manufacturing Canada	$30,000
Spark Plugs	Fiat Chrysler Canada Inc.	$25,000
	General Motors of Canada Ltd	$25,000
	Toyota Motor Manufacturing Canada	$25,000
Starters	Fiat Chrysler Canada Inc.	$40,000
	General Motors of Canada Ltd	$40,000
Windshield Wiper Systems	Fiat Chrysler Canada Inc.	$30,000
	Toyota Motor Manufacturing Canada	$30,000

6. To the extent that the amounts allocated in paragraph 5 are unclaimed, the funds will be distributed to qualifying Settlement Class Members in accordance with paragraphs 7 to 16.

Automakers, Dealers and End Users

7. For each class action identified in paragraph 1, the Net Settlement Funds, less any funds distributed to the Canadian Automakers, will be distributed to qualifying Settlement Class

Members *pro rata* (or proportionally) based on the value of the qualifying Settlement Class Member's Affected Vehicle Purchases as against the value of all qualifying Settlement Class Members' Affected Vehicle Purchases.

8. Settlement Class Members might be eligible for settlement benefits in more than one of the class actions identified in paragraph 1. In such an event, separate calculations will be made for each relevant class action. For example, if a Settlement Class Member is eligible to participate in the distribution of settlement funds in the Alternators and Automotive Hoses class actions, separate calculations will be made for each class action.

9. For the purposes of the *pro rata* distribution, Affected Vehicle Purchases will be calculated based on:

(a) the purchase price of the Affected Vehicle (see paragraphs 10 to 12);

(b) the timing of the Affected Vehicle purchase or lease (see paragraph 13); and

(c) the categorization of the Settlement Class Member (see paragraph 14).

(a) <u>The Purchase Price of the Affected Vehicle</u>

10. <u>*End User:*</u> Where a Settlement Class Member is an End User, the purchase price of the Affected Vehicle Purchases shall be calculated as follows:

(a) for purchases and/or leases that are disclosed in the Automakers Data and/or additional purchases and/or leases of up to fifteen (15) Affected Vehicles:

(i) purchases (including through a buy-out of a lease), shall be calculated based on the following purchase values:

MSRP[1] of Affected Vehicle	Purchase Value
MSRP less than $40,000	$30,000
MSRP between $40,000 and $60,000	$50,000
MSRP between $60,000 and $80,000	$70,000
MSRP over $80,000	$100,000

(ii) leases not subsequently purchased, shall be calculated based on 40% of the MSRP, as per the chart above.

(b) for purchases and/or leases of more than fifteen (15) Affected Vehicles not disclosed in the Automakers Data, the Net Purchase Price shall be calculated based on the purchase price information provided by the End User as part of the claims process (including in response to any audit).

11. *Dealer:* Where a Settlement Class Member is a Dealer:

(a) for purchases and/or leases of Affected Vehicles that are disclosed in the Automakers Data, purchases shall be calculated based on the information contained in the Automakers Data. Where the Automaker Data contains the MSRP only, the purchases shall be calculated based on the MSRP of the Affected Vehicle less 7%.[2]

(b) for purchases and/or leases of Affected Vehicles that are not disclosed in the Automakers Data, the Net Purchase Price shall be calculated based on the purchase price information provided by the Dealer as part of the claims process (including in response to any audit).

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[1] For each model, the MSRP was determined by averaging the MSRP of all trim levels of the Affected Vehicle over the longest relevant period, as disclosed in paragraph 3(a).

[2] The MSRP of each Affected Vehicle will be calculated by averaging the MSRP of all trim levels of that Affected Vehicle during the model year.

12. *Automaker*: Where a Settlement Class Member is an Automaker, the Net Purchase Price shall be calculated based on the purchase price information provided by the Automaker as part of the claims process (including in response to any audit).

(b) The Timing of the Affected Vehicle Purchase or Lease

13. For the purposes of calculating Affected Vehicle Purchases, the following values will be applied in order to account for the timing of the purchase:

(a) purchases or leases entered into during the Event Period as set out in paragraph 3(a) will be valued at 100%; and

(b) purchases or leases entered into during the Post Event Period as set out in paragraph 3(a) will be discounted by 50%.[3]

(c) The Categorization of the Settlement Class Member

14. For the purposes of calculating Affected Vehicle Purchases, the following values will be applied in order to account for the capacity in which the Affected Vehicle was purchased:

(a) purchases or leases by an Automaker will be valued at 7.5%;

(b) purchases or leases by a Dealer will be valued at 25%; and

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[3] Where a Settlement Class Member purchased Affected Vehicles in a year that falls partly within the Event Period and partly within the Post Event Period and the Claims Administrator is not easily able to determine based on the information provided by the Automakers and/or the Settlement Class Member when during the relevant year a purchase was made, the purchases will be allocated in proportion to the number of months falling within the Event Period vis-à-vis the Post Event Period. For example, assuming the Event Period ends in May 2013, 5/12 of Settlement Class Members' Affected Vehicles purchases in 2013 would be treated as occurring during the Event Period and the remaining 7/12 of the Affected Vehicle purchases in 2013 would be treated as occurring during the Post Event Period.

(c) purchases or leases by an End User will be valued at 67.5%.

Sample Calculation

15. If an End User purchased Affected Vehicles with purchase prices totaling $50,000 during the Event Period and $150,000 during the Post Event Period, its Affected Vehicle Purchases for the purposes of determining its *pro rata* share of the Net Settlement Funds would be calculated as follows:

> $50,000 (representing the purchase price) x 1 (representing the timing of the purchase or lease) x 0.675 (representing the categorization of the Settlement Class Member as an End User) = $33,750
>
> Plus
>
> $150,000 (representing the purchase price) x 0.5 (representing the timing of the purchase or lease) x 0.675 (representing the categorization of the Settlement Class Member as an End User) = $50,625
>
> For a total of $84,375

16. Assuming the value of all qualifying Settlement Class Members' Affected Vehicle Purchases totalled $10 million, this Settlement Class Member would be entitled to 0.84% ($84,375/$10 million) of the Net Settlement Funds.

Distribution

17. In consultation with Class Counsel, the Claims Administrator can seek directions from the Ontario Court and the Quebec Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost effective distribution of the Net Settlement Funds.

18. Notwithstanding any other provision in this Distribution Protocol and subject to further order of the Ontario Court and the Quebec Court following the adjudication of all Claims, Claims that are valued at less than $5 will be held in abeyance pending further distributions

in the Other Auto Parts Actions. This threshold for payment shall be applied only after summing all payments under the class actions identified in paragraph 1. For example, if a Settlement Class Member is entitled to $2 pursuant to the Alternators class action and an additional $4 pursuant to the Automotive Hoses class action, the Settlement Class Member would be eligible for payment.

19. In addition, notwithstanding any other provision in this Distribution Protocol and subject to further order of the Ontario Court and the Quebec Court following the adjudication of all Claims, all valid Claims that are valued at or above $5 will be assigned a minimum value of $25. The $25 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution. The $25 valuation shall be applied only after summing all payments under the class actions identified in paragraph 1. For example, if a Settlement Class Member is entitled to $17 pursuant to the Alternators class action and an additional $6 pursuant to the Automotive Hoses class action, for a total claim value of $23, the Settlement Class Member would receive a $2 increase, for a total payment of $25. The increase would be applied against the relevant Net Settlement Funds on a proportional basis.

20. To the extent that the full Net Settlement Funds are not paid out due to uncashed e-transfers or cheques, residual interest or otherwise, the funds shall be held in trust for the benefit of Settlement Class Members, pending further order of the Ontario Court and the Quebec Court and less any amounts payable to the Fonds d'aide au actions collectives, pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. The amount payable to

the Fonds d'aide aux actions collectives will be calculated based on 23% of the residual funds.[4]

Accounting for Other Compensation and/or Release of Claims

21. Subject to paragraph 22, Settlement Class Members seeking compensation must disclose any compensation received and/or release granted through other proceedings or private out-of-class settlements in relation to their purchases of Relevant Parts and/or Affected Vehicles and/or any claims at issue in the Other Auto Parts Actions.

22. Settlement Class Members may elect to forego participation in the distribution of settlement funds on a per case and/or per defendant basis. If the Settlement Class Member so elects, the Settlement Class Member does not need to comply with paragraph 21 above in respect of the relevant case or defendant.

23. If the Settlement Class Member's claim was released against all Defendants in any particular class action, the Settlement Class Member shall be deemed ineligible for compensation in that class action.

24. If a Settlement Class Member provided a release in respect of a subset of Defendants in any particular class action, the Settlement Class Member shall not be permitted to participate in the distribution of any settlement funds attributable to that subset of Defendants in that class action. For example, if the settlement funds total $10 million and the subset of Defendants released by the Settlement Class Member settled the class action for $7 million, the Settlement Class Member would be eligible to participate in the distribution of 3/10 of the Net Settlement Funds.

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[4] This reflects the percentage of the Canadian population resident in Quebec.

25. If the Settlement Class Member received compensation from one or more Defendants in any particular action, but did not release its claim against the applicable Defendants in its entirety, the Settlement Class Member must give credit for the compensation received. For example, if the Settlement Class Member's prorata distribution of the Net Settlement Funds is $50,000, but it received compensation in the amount of $30,000, its entitlement under this Distribution Protocol would be $20,000.

THE CLAIMS PROCESS

The Claim

Canadian Automaker Claims

26. Canadian Automakers must submit an affidavit sworn by a company representative attesting to the following for each Relevant Part:

(a) purchases of at least $500,000 of the Relevant Part during the Event Period and/or Post Event Period;

(b) the purchases were made outside of the United States; and

(c) any compensation received and/or release granted through other proceedings or private out-of-class settlements in relation to their purchases of Relevant Parts. Alternatively, the Canadian Automaker may elect to forego participation in the distribution of settlement funds on a per case and/or per defendant basis.

27. Subject to paragraph 52 or further order of the Ontario Court and the Quebec Court, the affidavit must be sent to the Claims Administrator to an email address to be specified by the Claims Administrator, no later than the Claims Filing Deadline.

28. The Claims Administrator shall take reasonable steps to verify the information contained in paragraph 26.

29. The Canadian Automakers must respond to requests from the Claims Administrator seeking to verify the information required pursuant to paragraph 26 and the failure to do so may result in the rejection of the Claim.

Automaker, Dealer, and End-User Claims

Wire Harness Claimants

30. Where a Settlement Class Member filed a claim pursuant to the WH Distribution and did not consent to that information being used for subsequent distributions, the Settlement Class Member will be required to file a new Claim in accordance with paragraph 34. The entirety of the Claim may be subject to an audit.

31. Where a Settlement Class Member filed a claim pursuant to the WH Distribution and consented to that information being used for subsequent distributions, subject to the discretion of the Claims Administrator, the Settlement Class Member will not be permitted to supplement its claim as it relates to purchases of the following brands: Toyota/Lexus, Honda/Acura, Nissan/Infiniti, Subaru, and GM (Pontiac Vibe). In the event that the Claims Administrator permits the Settlement Class Member to supplement its claim in relation to these brands, the entirety of the Claim may be subject to an audit. Such Settlement Class Members will be permitted to supplement their claims as they relate to the other brands identified in paragraph 3(a). That aspect of the claim may be subject to an audit.

32. Where the Settlement Class Member is not claiming for additional purchases beyond those disclosed in the context of the WH Distribution, the Claim shall require the following:

(a) disclosure regarding whether the Settlement Class Member has provided a release and/or received compensation through other proceedings or private out-of-class settlements in relation to its purchases and/or leases of Affected Vehicles and/or claims at issue in the Other Auto Parts Actions, and details of the claims released and/or compensation received;

(b) if the Claim is submitted by a related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate), the related party must provide a signed authorization in the form attached hereto as Schedule "B" from that Settlement Class Member at the time the Claim is filed:

(c) if the Claim is submitted by a third-party on behalf of a Settlement Class Member (i.e., a third-party claims services or a lawyer of their own choosing), the third-party must provide a signed authorization in the form attached hereto as Schedule "C" from that Settlement Class Member at the time the Claim is filed; and

(d) a declaration that the information submitted in the Claim is true and correct.

33. Where the Settlement Class Member is claiming for additional purchases beyond those disclosed in the context of the WH Distribution, the Claim shall require the following:

(a) The information required pursuant to paragraph 32;

(b) For any additional purchases prepopulated in the online claim portal, confirmation that the purchases or leases were of new automotive vehicles;

(c) For additional purchases not prepopulated in the online claim portal:

(i) for End Users who are claiming for up to fifteen (15) additional purchases or leases of Affected Vehicles, the make, model and year of each Affected Vehicle purchased or leased.

(ii) for End Users who are claiming for more than fifteen (15) additional purchases, Dealers or Automakers, the Net Purchase Price.

(d) For additional purchases not prepopulated in the online claim portal, where the Net Purchase Price is greater than $5 million, documentary proof of purchase in the form of invoices, receipts, original purchase or lease records, purchase summaries provided by an Automaker[5], or historical accounting records; and

(e) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate, for more information and/or to audit the Claim.

New Claimants

34. Each Claim shall require the following:

(a) The Settlement Class Member's contact information;

(b) Confirmation that any purchases prepopulated in the online claim portal were purchases or leases of new automotive vehicles;

(c) Where the Settlement Class Member did not receive a notice containing the Automakers Data or is claiming for purchases of Affected Vehicles in addition to

[5] The purchase summary must specify what the purchase summaries represent (i.e., MSRPs or Net Purchase Price).

those prepopulated in the online claim portal, the Settlement Class Member must provide purchase information in accordance with the following:

(i) for End Users who are claiming for up to fifteen (15) additional purchases or leases of Affected Vehicles, the make, model and year of each Affected Vehicle purchased or leased.

(ii) for End Users who are claiming for more than fifteen (15) additional purchases, Dealers or Automakers, the Net Purchase Price;

(d) For additional purchases not prepopulated in the online claim portal, where the Net Purchase Price is greater than $5 million, documentary proof of purchase in the form of invoices, receipts, original purchase or lease records, purchase summaries provided by an Automaker[6], or historical accounting records;

(e) information that will allow the Claims Administrator to determine whether the Settlement Class Member's purchases and/or leases of Affected Vehicles were in the capacity of an Automaker, Dealer or an End User;

(f) disclosure regarding whether the Settlement Class Member has provided a release and/or received compensation through other proceedings or private out-of-class settlements in relation to its purchases and/or leases of Affected Vehicles and/or claims at issue in the Other Auto Parts Actions, and details of the claims released and/or compensation received;

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[6] The purchase summary must specify what the purchase summaries represent (i.e., MSRPs or Net Purchase Price).

(g) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate, for more information and/or to audit the Claim;

(h) if the Claim is submitted by a related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate), the related party must provide a signed authorization in the form attached hereto as Schedule "B" from that Settlement Class Member at the time the Claim is filed:

(i) if the Claim is submitted by a third-party on behalf of a Settlement Class Member (i.e., a third-party claims services or a lawyer of their own choosing), the third-party must provide a signed authorization in the form attached hereto as Schedule "C" from that Settlement Class Member at the time the Claim is filed;

(j) a declaration that the information submitted in the Claim is true and correct.

35. Where a Settlement Class Member has purchase records for Affected Vehicle purchases or leases for at least two years during the applicable Class Period(s), the Settlement Class Member can use such records (alone or together with any Automakers Data) to extrapolate its Affected Vehicle purchases or leases for the remainder of the applicable Class Period(s). The Settlement Class Member must provide a sworn statement with the Claim Form explaining the basis for and calculation of the extrapolation of purchases, and providing supporting documentation, as appropriate. The sworn statement must append proof that the Settlement Class Member was fully operational during the period in which the Settlement Class Member is extrapolating its purchases. The sworn statement must be made by someone with personal knowledge of the Settlement Class Members' purchases of Affected Vehicles.

Assistance in Filing a Claim

36. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim.

37. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claims. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the Settlement Class Member will be responsible for any and all expenses incurred in doing so.

The Online Claims Portal

38. The Claims Administrator shall create an online claims portal that Settlement Class Members can access in order to file a Claim. The online claims portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim, in accordance with paragraph 32, 33 or 34 as applicable.

39. Settlement Class Members will be encouraged to complete and submit a Claim electronically using the online claims portal. If an Individual End User does not have internet access or is otherwise unable to submit a Claim using the online claims portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy claim form by mail. Settlement Class Members who are corporate entities must submit a Claim Form using the online claim portal.

40. Subject to paragraph 52 or further order of the Ontario Court and the Quebec Court, Claims must be submitted to the online claims portal or postmarked no later than the Claims Filing Deadline.

41. Subject to the discretion of the Claims Administrator, Claims may not be amended after the Claims Filing Deadline. For greater clarity, "placeholder claims"—meaning inaccurate Claims filed solely for the purpose of meeting the Claim Filing Deadline—will not be permitted.

Automakers Data

42. The Plaintiffs will seek orders from the Courts authorizing the Automakers to provide, to the extent reasonably available, the following Automakers Data to the Claims Administrator:

(a) End Users: name, address (including email address, if available), and a listing of the Affected Vehicles purchased and/or leased.

(b) Dealers: name, address (including a corporate contact name and email address, if available), and the Net Purchase Price on an annual basis. If the Net Purchase Price is unavailable, a listing of the Affected Vehicles purchased and/or leased.

43. The Automakers will be compensated for their reasonable time and expenses associated with collecting and providing Automakers Data. Any disputes regarding the reasonableness of time or expenses shall be resolved by the Ontario Court.

44. For Settlement Class Members whose name, address and purchase information is available in the Automakers Data, the following process shall be implemented:

(a) Where an email address is available or where only a mailing address is available and the Settlement Class Member purchased five (5) or more Affected Vehicles (or such other threshold(s) that Class Counsel and the Claims Administrator agree is economically feasible), the Claims Administrator shall provide the Settlement

Class Member with a user name and password for the online claims portal and the information disclosed in the Automakers Data shall be pre-populated on the online claims portal. Subject to paragraph 30, the Settlement Class Member shall be given an opportunity to claim in respect of additional purchases of Affected Vehicles.

(b) Where a Settlement Class Member did not receive a notice pursuant to (a) above or is claiming for additional purchases of Affected Vehicles, the Claims Administrator shall attempt to substantiate any claimed purchases of Affected Vehicles using the Automakers Data. Where the Claims Administrator is able to substantiate the purchases, no further information is required and those purchases shall be approved for payment (provided the Settlement Class Member otherwise satisfies the eligibility requirements). Where the Claims Administrator is unable to substantiate the purchases, the process contained in paragraphs 45 to 50 shall apply.

Review, Audit and Deficiency Process

Claim Review

45. The Claims Administrator shall review all Claim Forms for (or implement processes to detect) deficiencies including incomplete fields, missing documentation, duplicative or fraudulent claims, and/or out-of-country claims.

46. The Claims Administrator shall notify Settlement Class Members if their Claim was identified as including incomplete fields or missing documentation, as potentially duplicative, as potentially fraudulent and/or out-of-country. The Claims Administrator will provide the Settlement Class Member with instructions for remedying the issue(s) (which may include providing proof of purchase in accordance with paragraph 49) and shall

provide (30) days from the date of such notice to remedy the issue(s). If the issue(s) is not corrected within the thirty (30) day period, the Claims Administrator may reject the Claim.

Claim Audit

47. The Claims Administrator shall audit a subset of Claims for accuracy. This audit will determine whether the Settlement Class Member provided adequate proof of purchase and otherwise met the requirements of this Distribution Protocol. The Claims Administrator shall audit:

(a) any Claims that relied on extrapolation of purchases based on purchase records for part of the Class Period (see paragraph 35);

(b) the Claims that account for the top 85% of Claims by Affected Vehicle Purchases, where the Settlement Class Member's purchases and/or leases of Affected Vehicles are not substantiated by the Automakers Data; and

(c) a random selection of between 5 and 15% of other Claims where the Settlement Class Member claimed for purchases and/or leases of more than 15 Affected Vehicles.

48. In addition, at its sole discretion, the Claims Administrator can elect to audit for accuracy any other Claim. In exercising this discretion, the Claims Administrator will consider, among other things, whether there is any reason to believe a Claim is duplicative and/or contains inaccurate or misleading information.

49. Where a Claim is selected for audit pursuant to paragraphs 47 or 48 and the Settlement Class Member did not provide documentary proof of purchase with the Claim, the Claims Administrator shall notify the Settlement Class Member that the Settlement Class

Member's Claim is the subject of an audit and the requirement to provide documentary proof:

(a) For Settlement Class Members who purchased and/or leased up to fifteen (15) Affected Vehicles not substantiated by the Automakers Data, documentary proof can be in the form of invoices, receipts, original purchase or lease records, insurance documentation, government vehicle identification history documentation, or historical accounting records.

(b) For Settlement Class Members who purchased and/or leased more than fifteen (15) Affected Vehicles not substantiated by the Automakers Data, documentary proof can be in the form of invoices, receipts, original purchase or lease records, purchase summaries provided by an Automaker[7], or historical accounting records.

50. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to provide documentary proof. If no response is provided within the thirty (30) day period, the Claims Administrator shall reject the Claim.

Deficiency Process

51. The Claims Administrator shall notify Settlement Class Members if their Claim was identified as being supported by insufficient proof of purchase (including in response to an audit) or lacking other information. The Claims Administrator will provide the Settlement Class Member with instructions for remedying the issue(s) (which may include providing proof of purchase in accordance with paragraph 49) and shall provide (30) days from the

[7] The purchase summary must specify what the purchase summaries represent (i.e., MSRPs or Net Purchase Price).

date of such notice to remedy the issue(s). If the issue(s) is not corrected within the thirty (30) day period, the Claims Administrator may reject the Claim Form.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

52. To ensure a fair and efficient administration of the Net Settlement Funds, the Claims Administrator and Class Counsel may agree to extend the Claims Filing Deadline and/or adjust the claims process.

Claims Administrator's Decision

53. In respect of each Settlement Class Member who has filed a Claim, the Claims Administrator shall:

(a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Funds in accordance with this Distribution Protocol and any related Court orders;

(b) classify the Settlement Class Member's Affected Vehicle Purchases as being made by an Automaker, Dealer or End User; and

(c) make a determination of the Affected Vehicle Purchases in respect of which the Settlement Class Member is entitled to settlement benefits in accordance with this Distribution Protocol and any related Court orders.

54. At its sole discretion, the Claims Administrator can reject a Claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

55. The Claims Administrator shall send to the Settlement Class Member a decision as to: (i) the approval or rejection of the Claim; (ii) the classification of purchases as being made in the capacity of an Automaker, Dealer or End User; and (iii) the determination of the Affected Vehicle Purchases (the "Decision Notice"). Where the Claims Administrator has rejected all or part of the Claim or re-classified the Settlement Class Member's purchases, the Claims Administrator shall include in the Decision Notice its grounds for doing so.

56. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's limited right to appeal, as outlined in paragraphs 57 to 63.

Appeal of the Claims Administrator's Decision

57. The right to appeal is limited to circumstances where the dispute as to the value of the Affected Vehicle Purchases is equal to or greater than $1,000,000.

58. Appeals must be submitted within thirty (30) days from the date of the Decision Notice.

59. Appeals will be determined by the Ontario Court and the Quebec Court or a third party designated by the Ontario Court and the Quebec Court.

60. Appeals will be on the basis of written submissions, supported by the documentation provided to the Claims Administrator by the Settlement Class Member as part of the claims process. Settlement Class Members are not permitted to provide any new documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Ontario Court and the Quebec Court or their designee for consideration.

61. The Claims Administrator must provide to the Ontario Court and the Quebec Court or their designee a copy of the documentation provided by the Settlement Class Member in

response to requests for additional information, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Ontario Court and the Quebec Court or their designee as is reasonably necessary. Additionally, Class Counsel may provide written submissions to the Ontario Court and the Quebec Court or their designee as is reasonably necessary.

62. Notwithstanding the foregoing, the Ontario Court and the Quebec Court or their designee, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Ontario Court and the Quebec Court or their designee) from the Settlement Class Member, Claims Administrator, and/or Class Counsel.

63. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

64. At the discretion of the Ontario Court and the Quebec Court or their designee, the Settlement Class Member may be required to pay for the costs of the appeal.

Payment of Claims

65. Subject to paragraph 66, as soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall:

(a) report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member; and

(b) pay approved Claims.

66. Notwithstanding paragraph 65, by agreement between Class Counsel and the Claims Administrator, an interim payment may be made to the Canadian Automakers and/or

any Settlement Class Member whose Claim is valued at the minimum threshold, as contained in paragraph 18.

67. Individual Settlement Class Members will be paid by e-transfer through email where an email address has been provided, or cheque where no email address has been provided or the Settlement Class Member has elected to be paid by cheque. Where an individual Settlement Class Member elects to receive payment by cheque, $2 will be deducted from that Settlement Class Member's payment to reflect the cost of issuing a cheque. The online claims portal shall provide individual Settlement Class Members an opportunity to elect between payment by e-transfer or cheque, and shall advise that individual Settlement Class Members who elect to receive payment by cheque will have $2 deducted from his/her payment to reflect the cost of issuing a cheque.

68. Commercial Settlement Class Members will be paid by cheque or, at the Claims Administrator's discretion, wire transfer.

Reissuance of Payment

69. The Claims Administrator shall have the discretion, but is not required, to reissue payments to a Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.

70. Where a Settlement Class Member who is entitled to payment of greater than $25 requests that an e-transfer be reissued, $10 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Where a Settlement Class Member who is entitled to payment of greater than $25 requests that a cheque be reissued,

$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for $25 will not be reissued.

THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

Supervisory Powers of the Ontario Court and the Quebec Court

71. The Claims Administrator shall administer this Distribution Protocol under the ongoing authority and supervision of the Ontario Court and the Quebec Court.

Investment of Settlement Funds

72. The settlement funds shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46), held at a Canadian financial institution.

Taxes

73. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds while held in trust and shall pay any taxes imposed on such monies while held in trust out of the Net Settlement Funds. Settlement Class Members shall be responsible for any taxes payable by them as a result of the receipt of any settlement funds.

Communication, Languages and Translation

74. Where a Claim is filed by a third-party claims agent or lawyer on behalf of a Settlement Class Member, unless the Settlement Class Member requests otherwise, all communications shall be made to the third-party claims agent or lawyer.

75. The Claims Administrator shall establish a toll-free number for calls from Canada.

76. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.

77. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.

Undeliverable Mail

78. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable. Where a mailing has been returned as undeliverable, the Claims Administrator will not send any further correspondence, including payments, to that address.

Reporting

79. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.

80. The Claims Administrator shall provide any reports requested by the Courts.

Assistance to the Claims Administrator

81. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of this Distribution Protocol.

SETTLEMENT CLASS MEMBER INFORMATION

Confidentiality

82. All information received from Defendants, the Automakers or Settlement Class Members collected, used, and retained by the Claims Administrator for the purposes of administering this Distribution Protocol is protected under the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5. The information provided by Settlement Class Members is strictly private and confidential and will not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Distribution Protocol and any related Court orders. Prior to implementing the Distribution Protocol, the Claims Administrator shall execute an undertaking that confirms its commitment to abide by the obligations set out in this paragraph.

Subsequent Distributions

83. Information provided by Settlement Class Members as part of the claims process will be preserved and used by the Claims Administrator in the future administration of settlement agreements in the Other Auto Parts Actions.

84. Settlement Class Members who were eligible to claim either pursuant to the WH Distribution or the within Distribution Protocol will not be permitted to supplement their claims as they relate to the brands covered by those distributions and the ability to participate in subsequent distributions will depend on filing a Claim pursuant to the WH Distribution and/or the within Distribution Protocol. Settlement Class Members will however be permitted to claim in respect of any additional brands covered by a subsequent distribution.

85. In the event that any Other Auto Parts Action fully resolves before the payment of approved Claims and the relevant Automakers overlap with those identified in paragraph 3(k), the related settlement funds may be distributed as part of the within distribution with or without further notice to Settlement Class Members and the distribution will be determined based on the information provided by the Settlement Class Member in accordance with the WH Distribution and/or the within Distribution Protocol.

Disposition of Claim Submissions

86. The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a Claim, until two years after all Other Auto Parts Actions have been resolved and the settlement monies or court awards have been paid out to Settlement Class Members. At such time, the Claims Administrator shall destroy the submissions by shredding, deleting, or such other means as will render the materials permanently illegible.

Schedule "A" – Other Auto Parts Actions

- Automotive Access Mechanisms
- Air Conditioning Systems
- Anti-Vibration Rubber Parts
- Autolights
- Automotive Exhaust Systems
- Automotive Steel Tubes
- Bearings
- Body Sealing Parts
- Braking Systems
- Ceramic Substrates
- Door Latches
- Electric Powered Steering Assemblies
- Electronic Throttle Bodies
- High Intensity Discharge Ballasts
- Ignition Coils
- Instrument Panel Clusters
- Manual Steering Columns
- Plastic Interior Trim
- Power Window Switches
- Shock Absorbers
- Valve Timing Control Devices

Schedule "B" – Template Authorization for Claims Filed by Related Entities on behalf of a Settlement Class Member

This Schedule is to be completed only if the Claim is being submitted by a parent company claiming on behalf of a subsidiary or affiliate.

Contact Information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I _____ [*name of Settlement Class Member*] authorize _____[*name of representative*] to file a Claim in the Canadian Auto Parts Class Action Distribution on my behalf.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*name of city*], in the Province of _____, this ____day of _____, 2020.

_____
Name

_____
Signature

I have the authority to bind the corporation

Schedule "C" - Template Authorization for Claims Filed by a Representative (including a third-party claims service or lawyer of their own choosing) on behalf of a Settlement Class Member

Contact Information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I, _____ [*name of Settlement Class Member*] authorize _____[*name of representative*] to file a Claim in the Canadian Auto Parts Class Action Distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class Members to file Claims without the assistance of an agent and that the Settlement Class Member can contact the Claims Administrator at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the Claim Form, including the quantum of my Net Purchase Price. I understand that my representative will be claiming for Net Purchase Price in the amount of $_____. I can attest based on personal knowledge that the information to be submitted by the representative, including the Net Purchase Price, accurately reflects my business records.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*name of city*], in the Province of _____, this _____day of _____, 2020.

_____
Name

_____
Signature

I have the authority to bind the corporation