

Yvonne Robinson et. al.,
 v.
Kia Motors America, Inc., et. al.

Case No.: 13-006-ED-MAH

Notice of the Pendency of Class Action Settlement and Hearing on Final Approval Order and Judgment

If you are a current or prior owner or lessee of a Model Year 2003-2006 Kia Sorento with a 3.5 liter engine in the United States you could be affected by a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The purpose of this Notice is to inform you of a proposed settlement of a class action lawsuit known as *Yvonne Robinson et. al., v. Kia Motors America, Inc. et. al.*. You are receiving this Notice because Kia Motors America, Inc.’s (“KMA”) records indicate that you may be entitled to claim certain financial and other benefits offered by this Settlement.
- This lawsuit alleges that some 2003 to 2006 model year Kia Sorento vehicles with 3.5 liter engines were equipped with a defective crankshaft pulley bolt that, under certain conditions, could result in the bolt breaking. Those vehicles are referred to as the “Class Vehicles”. KMA has not been found liable for any of the claims alleged in this lawsuit. The parties have instead reached a voluntary settlement in order to avoid a lengthy litigation. The individuals who owned or leased Class Vehicles are known as “Class Members.” Class Members may be entitled to compensation if they submit valid and timely claims that are approved pursuant to the review process described in this Notice and approved by the Court.
- Under the proposed Settlement, and subject to proof and certain limitations, KMA will provide certain financial and/or other benefits to Class Members for past and future crankshaft pulley bolt repairs in Class Vehicles.
- **Your legal rights are affected whether or not you act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE AS FOLLOWS

MAKE A CLAIM	Benefits under this Settlement depend on the Class Member’s ownership status and mileage at the time of a crankshaft bolt related repair. If you paid for a crankshaft pulley bolt repair before February 16, 2017 and you submit a valid and timely Claim Form, with sufficient proof of the repair and your costs, you may be eligible to receive a reimbursement payment. If you are an original purchaser of a Class Vehicle, and you still own it, you may be eligible to obtain a repair for any crankshaft pulley bolt failure occurring after February 16, 2017, by taking your vehicle to an authorized Kia dealership. All claims for a benefit under this Settlement must be made no later than May 17, 2017 and are subject to the terms of the Settlement.
EXCLUDE YOURSELF	Excluding yourself is the only way for you to pursue a crankshaft pulley bolt claim in a separate lawsuit against KMA. If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a past or future crankshaft pulley bolt repair as provided for in this Settlement. If you exclude yourself from the Settlement and you are a current owner or lessee of a Class Vehicle, the claims process and assistance for seeking settlement benefits will <i>not</i> apply to you.
OBJECT	In order to object to the Settlement, you must remain a member of the lawsuit—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and indicating why you do not like the settlement.
GO TO A HEARING	You may go to the Settlement hearing if you wish to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will not have the opportunity to receive any potential benefit related to the crankshaft pulley bolt in your Class Vehicle. You will also lose your rights to sue KMA for any claims related to the crankshaft pulley bolt in your Class Vehicle, and you will be bound by the rulings made in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The reimbursements will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

Questions? Call the Settlement Administrator at 1-800-601-7492 Toll Free or Visit
www.crankshaftboltclassaction.com

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because a proposed settlement has been reached, and the parties have determined that you may be a Class Member. The Court has preliminarily approved this settlement as fair, reasonable and adequate to provide compensation to Class Members. The Court authorized this Notice because you have a right to know about a proposed settlement of the lawsuit, and about your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of this case is the United States District Court for the District of New Jersey. The presiding judge as of the date of this Notice is the Honorable Esther Salas, U.S.D.J. This case is known as *Yvonne Robinson et. al., v. Kia Motors America, Inc., et. al.* Case No. 13-006-ED-MAH. The people who sued are called Plaintiffs and the companies they sued are called Defendants. This settlement is entered into between Plaintiffs and KMA.

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2. What is this lawsuit about?

Plaintiffs allege a defect in the design of the crankshaft pulley bolt and balancer in the Class Vehicles, which can cause the front pulley bolt to break and cause damage to other engine components. Plaintiffs also allege that KMA knew of this possibility and failed to disclose it to consumers, and refused to honor the warranty and repair the Class Vehicles. The Court dismissed certain claims, and retained other claims, and the parties now desire to settle the remaining claims as to all Class Members.

3. Why is this a class action lawsuit?

In a class action, one or more people, called Class Representatives, sue on behalf of people who could have similar claims. In this case Yvonne Robinson, Rose Ciro, Jesse Howell, Cheryl Moxey, Robert McConnell, Phillip Doran and Irene Goodwin are the Class Representatives. The Class Representatives and all those persons who could have similar claims are referred to as Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. KMA was not found liable for any of the alleged claims relating to the crankshaft pulley bolt. Instead, both sides agreed to a settlement. That way, they avoid the cost of a lengthy litigation, a trial, and the people affected are potentially eligible to get compensation. The Class Representatives and their attorneys think the settlement is fair and adequate for the Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

Everyone who fits the following description is a Class Member: *All persons in the United States who currently own or lease or previously owned or leased a Class Vehicle in the United States.* These people are referred to in this Notice as “Class Members” and the vehicles are referred to as “Class Vehicles.” By receiving this Notice, the parties have determined that you may be a Class Member.

6. Which Kia vehicles are included?

Model year 2003 to 2006 Kia Sorento vehicles with a 3.5 liter engine. KMA’s records indicate that these vehicles were manufactured from March 1, 2002 through June 12, 2006.

THE SETTLEMENT BENEFITS—WHAT YOU MAY OBTAIN

7. What does the settlement provide?

A. YOU ARE AN ORIGINAL PURCHASER OF A CLASS VEHICLE AND YOU STILL OWN THE VEHICLE

If you are an original purchaser of a Class Vehicle and still own the vehicle **AND**

- (1) Before February 16, 2017, you (a) incurred out-of-pocket repair expenses for parts, labor and/or towing, caused by a crankshaft pulley bolt failure and (b) the failure occurred before 100,000 miles, you may be eligible for reimbursement of those repair and towing expenses. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

AND/OR

- (2) Before February 16, 2017, you (a) had your Class Vehicle repaired due to a crankshaft pulley bolt failure before 100,000 miles, and (b) within the earlier of 12 months or 12,000 miles of that repair, you had a subsequent crankshaft pulley bolt failure for which you incurred out-of-pocket repair expenses for parts, labor and/or towing, you may be eligible for reimbursement of those repair and towing expenses under the Replacement Parts and Accessories Limited

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Warranty. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

AND/OR

- (3) After February 16, 2017, you experience a crankshaft pulley bolt failure and the failure occurs before 100,000 miles, KMA will cover the parts and labor costs for the repair conducted at an authorized Kia dealership. The genuine Kia replacement parts used to repair your Class Vehicle are subject to the Replacement Parts and Accessories Limited Warranty, the term of which is the greater of (a) the duration of the New Vehicle Limited Warranty or (b) 12 months from the date of installation or 12,000 miles, whichever comes first.

B. YOU ARE AN ORIGINAL PURCHASER OF A CLASS VEHICLE AND YOU NO LONGER OWN THE VEHICLE

If you are an original purchaser of a Class Vehicle and no longer own the vehicle **AND**

- (1) Before February 16, 2017, you (a) incurred out-of-pocket repair expenses for parts, labor and/or towing, caused by a crankshaft pulley bolt failure and (b) the failure occurred before 100,000 miles, you may be eligible for reimbursement of those repair and towing expenses. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

AND/OR

- (2) Before February 16, 2017, you (a) had your Class Vehicle repaired due to a crankshaft pulley bolt failure before 100,000 miles, and (b) within the earlier of 12 months or 12,000 miles of that repair, you had a subsequent crankshaft pulley bolt failure for which you incurred out-of-pocket repair expenses for parts, labor and/or towing, you may be eligible for reimbursement of those repair and towing expenses under the Replacement Parts and Accessories Limited Warranty. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

C. YOU ARE A PURCHASER OF A USED CLASS VEHICLE (WHETHER OR NOT YOU STILL OWN THE CLASS VEHICLE)

If you are a used purchaser of a Class Vehicle **AND**

- (1) Before February 16, 2017, you (a) incurred out-of-pocket repair expenses for parts, labor and/or towing caused by a crankshaft pulley bolt failure and (b) the failure occurred during the 5-year/60,000 New Vehicle Limited Warranty, you may be eligible for reimbursement of those repair and towing expenses. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

AND/OR

- (2) Before February 16, 2017, you (a) incurred out-of-pocket repair expenses for parts, labor and/or towing caused by a crankshaft pulley bolt failure and (b) the failure occurred after expiration of the 5-year/60,000 New Vehicle Limited Warranty, but prior to 100,000 miles, you may be eligible to seek reimbursement for those repair and towing expenses. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$175.00.

AND/OR

- (3) Before February 16, 2017, you (a) had your Class Vehicle repaired due to a crankshaft pulley bolt failure before 5 years or 60,000 miles, and (b) within the earlier of 12 months or 12,000 miles of that repair you had a subsequent crankshaft pulley bolt failure for which you incurred out-of-pocket repair expenses for parts, labor and/or towing, you may be eligible for reimbursement of those repair and towing expenses under the Replacement Parts and Accessories Limited Warranty. You must make a timely and valid claim, and if approved, KMA will reimburse you for those out-of-pocket expenses up to a maximum of \$4,900.00.

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www.crankshaftboltclassaction.com

THE SETTLEMENT BENEFITS—LIMITATIONS

8. What if I previously received payment or reimbursement for a crankshaft pulley bolt repair from another source?

Class Members will not be paid or reimbursed for amounts paid or reimbursed by any other source including, but not limited to, the Kia New Vehicle Limited Warranty, the Kia Power Train Limited Warranty, the Replacement Parts and Accessories Limited Warranty, Kia or dealer goodwill, dealer discounts, a third party warranty, extended warranty insurance, or any other third party source. Class Members are only entitled to reimbursement for a past crankshaft pulley bolt engine related repair as described in Question 7 above.

If you have already been reimbursed or paid by KMA or any other entity for a repair in the amount provided for in Question 7, you will not be entitled to a benefit in the Class Settlement. If you have already been reimbursed or paid, but in an amount less than that provided in Question 7, KMA shall reimburse you for the difference between the prior reimbursement or payment and the benefit provided in Question 7, subject to proof.

9. What if my Class Vehicle incurs or incurred multiple crankshaft pulley bolt repairs?

If you had multiple repairs or replacements due to a crankshaft pulley bolt failure, you need to submit a claim form which identifies each such repair or replacement you believe is eligible for reimbursement under this settlement.

10. How much time do I have to make a claim for a benefit under this Settlement?

All claims for a benefit under this Settlement must be made by May 17, 2017.

HOW YOU GET A REIMBURSEMENT—MAKING A CLAIM

11. How do I make a claim?

To make a claim for reimbursement for out-of-pocket costs incurred for a crankshaft pulley bolt repair, complete and submit the enclosed Claim Form with the requested documents. You may also visit www.crankshaftboltclassaction.com to download the Claim Form or request a Claim Form by calling the toll free Telephone Support line at 1-800-601-7492. A properly completed Claim Form for reimbursement must be **postmarked or otherwise transmitted by no later than May 17, 2017** by U.S. mail, email, facsimile, Federal Express or another reputable courier service to:

KIA Settlement Administration
c/o Garden City Group, LLC
P.O. Box 10318
Dublin, OH 43017-0318
submission@crankshaftboltclassaction.com
Fax: 1-614-553-1464

Your completed Claim Form must be accompanied by: (1) a clear and legible copy of the repair orders and/or other service documents that identify the make, model, and year of the vehicle, the vehicle identification number (VIN), the odometer reading at the time of the repair, and that sufficiently establish a crankshaft pulley bolt repair; (2) proof of ownership or lease of the Class Vehicle at the time of the repair; (3) receipts, invoices or other records of expenses showing that you paid out-of-pocket for parts, labor and/or towing caused by a crankshaft pulley bolt failure.

Class Members may supplement their Claim Form and documentary proof with affidavits or statements under penalty of perjury. All claims will be reviewed for the purpose of approving or challenging the validity of the claim. Class Members are encouraged to submit all required documentation to support their claim, since claims not accompanied by supporting documents will be rejected if they cannot otherwise be verified.

The parties, their attorneys and/or the Settlement Administrator have no responsibility for Claim Forms that are not received. Class Members who fail to submit valid and timely claims cannot obtain reimbursement or payment pursuant to the

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Settlement, but they will in all other respects be subject to and bound by the provisions and releases of this Settlement Agreement and the Final Approval Order and Judgment entered by the Court.

12. What if my claim is found to be deficient?

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator or KMA, the Class Member will be notified of the deficiency. The Class Member will then have an opportunity to remedy the deficiency within thirty (30) days of the notice.

13. When will I get my reimbursement?

The Court will hold a fairness hearing on June 19, 2017 at 11:00 a.m., to decide whether the settlement is fair, reasonable and adequate for the Class Members, and if so, whether the Settlement should be finally approved by the Court. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals (if any) can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

EXCLUDING YOURSELF FROM THIS SETTLEMENT

If you do not want a benefit from this Settlement and you want to preserve your right to sue or continue to sue KMA for crankshaft pulley bolt related claims, you must take steps to exclude yourself from this Settlement. This is sometimes referred to as “opting out” of the Settlement Class. If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a crankshaft pulley bolt repair as provided for in this Settlement, but you will preserve your right to file or maintain your own lawsuit. You should not assume that any such independent lawsuit will be brought on your behalf or be successful.

14. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a request for exclusion by mail to the Settlement Administrator saying that you want to be excluded from the *Yvonne Robinson et. Al. v. Kia Motors America, Inc., et. Al.* Class. Be sure to include (i) your name, current address, and signature; (ii) identify the model, model year, VIN number, and the approximate date of purchase or lease of your Class Vehicle; (iii) state whether you still own or lease the Class Vehicle; and (iv) specifically state your desire to be excluded from the Settlement Class. You must mail your exclusion request by First Class U.S. mail, postage paid and postmarked no later than **April 3, 2017** to:

KIA Settlement Administration
c/o Garden City Group, LLC
P.O. Box 10318
Dublin, OH 43017-0318

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you cannot receive any benefits under this Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue KMA in the future, depending on your circumstances.

15. What am I giving up to stay in the Class?

If you are a Class Member and you do not exclude yourself, you will be bound by the terms of the Settlement Agreement. You will give up your rights, if any, to sue KMA for claims related to crankshaft pulley bolt failures and related damage, excluding personal injury claims. That means you cannot sue, continue to sue, or be part of any other lawsuit against KMA for claims related to this Settlement. It also means that all of the Court’s orders will apply to you and legally bind you.

Questions? Call the Settlement Administrator at 1-800-601-7492 Toll Free or Visit
www.crankshaftboltclassaction.com

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court asked the following attorney and law firm to represent you and other Class Members:

Shmuel Klein, Esq.
LAW OFFICE OF SHMUEL KLEIN, PA
113 Cedarhill Avenue
Mahwah, New Jersey 07430

The lawyer that represents the Class Members is called Class Counsel. You will not be charged for Class Counsel's representation, and the settlement allows for reimbursement or repair, as outlined in this notice, without any deduction for lawyers' fees. Class Counsel will be paid as described below in question 17. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel can be found on the settlement website, at www.crankshaftboltclassaction.com, or contacting the Settlement Administrator at 1-800-601-7492.

17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$275,000.00, and \$15,500.00 total for all Class Representatives (\$2,500.00 to Yvonne Robinson, Rose Ciro, Robert McConnell, Jesse Howell & Cheryl Moxey; \$1,500.00 to Phillip Doran and Irene Goodwin) for their services to the class. These fees do not impact or reduce your right to reimbursement or repair as provided for in the settlement. The Court may award less than these amounts. These amounts will not come out of the funds for reimbursement/payments to Class Members. KMA has agreed not to oppose these fees and expenses. A copy of Class Counsel's petition for an award of attorneys' fees and expenses and request for service payments to Class Representatives is available at www.crankshaftboltclassaction.com.

KMA will separately pay the Settlement Administrator's fees and costs to administer the settlement. The Class Settlement does not require you to pay these fees.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the settlement?

If you are a Class Member and do not intend to exclude yourself from this settlement, then you may object to the Settlement and/or Class Counsel's petition for attorneys' fees, service payments and expenses if you don't like any part of them. You can give reasons why you think the Court should not approve them. The Court will consider your reasons. To object, you must send a letter to the Settlement Administrator saying that you object to the *Yvonne Robinson et. Al. v. Kia Motors America, Inc., et. Al* settlement. Be sure to include: (i) your full name, mailing address, email address and telephone number; (ii) the model year and VIN of your Class Vehicle; (iii) whether you are a current or prior owner or lessee; (iv) the date you purchased or leased your Class Vehicle; (v) a statement of the reasons you object to the settlement; and (vi) copies of all relevant documents;. Any objection must be postmarked no later than **April 3, 2017** and mailed to:

Settlement Administrator
Garden City Group, LLC
P.O. Box 10318
Dublin, OH 43017-0318

Class Counsel
Shmuel Klein, Esq.
LAW OFFICE OF SHMUEL KLEIN,
PA
113 Cedarhill Avenue
Mahwah, New Jersey 07430

KMA Counsel
Neal Walters, Esq.
BALLARD SPAHR LLP
210 Lake Drive East
Cherry Hill, New Jersey 08002-1163

You must also file your objection with the Court.

Questions? Call the Settlement Administrator at 1-800-601-7492 Toll Free or Visit
www.crankshaftboltclassaction.com

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement, and you are requesting the court to approve alternative settlement terms. You can object only if you stay in the Class. Excluding yourself (opting out) is telling the Court that you are excluding yourself from being involved in the Class Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the hearing, but you do not have to attend the hearing.

20. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing at 11:00 a.m. on June 19, 2017, at the United States District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, Room 2C, 50 Walnut Street, Newark, NJ 07101. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take. Please note that the hearing date may change. To verify the hearing date please call 1-800-601-7492 or visit www.crankshaftboltclassaction.com.

21. Do I have to come to the hearing?

No. You are welcome to come to the hearing at your own expense. If you send an objection, 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 pay your own lawyer to attend, but it is not necessary. If you want to participate in the hearing, it is important that you contact the court clerk to schedule your appearance.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not have the opportunity to get a benefit from the Settlement and you will not later be able to sue KMA for any claims related to damage caused by the failure of the crankshaft pulley bolt in the future. You will be bound by the rulings made in this case.

GETTING MORE INFORMATION

23. Are there more details available about the settlement?

This Notice summarizes the proposed settlement. There are more details in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator, Garden City Group, LLC, P.O. Box 10318, Dublin, OH 43017-0318, by calling the toll free number 1-800-601-7492 or by visiting www.crankshaftboltclassaction.com. **DO NOT CONTACT THE COURT.**

24. How do I get more information?

You can call 1-800-601-7492 toll free; write to the Settlement Administrator, Garden City Group, LLC, P.O. Box 10318, Dublin, OH 43017-0318, or visit the website at www.crankshaftboltclassaction.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a reimbursement. You may also contact Class Counsel as identified in Question 16.

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www.crankshaftboltclassaction.com