

**DISTRIBUTION PROTOCOL OF THE CANADIAN AUTOMOTIVE CONSTANT-
VELOCITY-JOINT BOOT PRODUCTS 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 Automotive Constant-Velocity-Joint Boot Products price-fixing class action (the “Settlement Agreements”).
2. The administration shall implement and conform to the Settlement Agreements, orders of the Court and this Distribution Protocol.

DEFINITIONS

3. For the purpose of this Distribution Protocol, the following definitions apply:
 - (a) ***Claim*** means the paper form that an Automaker must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
 - (b) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Court to administer the distribution of the Net Settlement Funds in accordance with the provisions of this Distribution Protocol and any related Court orders.
 - (c) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be postmarked in order for Automakers 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 Automakers of the claims process.
 - (d) ***Court*** means the Ontario Superior Court of Justice.

- (e) ***Automakers*** means:
 - (i) Fiat Chrysler Canada Inc.;
 - (ii) Ford of Canada Ltd.;
 - (iii) General Motors of Canada Ltd.;
 - (iv) Honda Canada Inc.; and
 - (v) Toyota Motor Manufacturing Canada

- (f) ***Net Settlement Funds*** means the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements, plus accrued interest, less:
 - (i) Class Counsel Fees as approved by the Court;
 - (ii) Administration Expenses (which includes the fees of the Claims Administrator in administering this Distribution Protocol);
 - (iii) taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties); and
 - (iv) any other deductions approved by the Court.

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

DISTRIBUTION OF SETTLEMENT FUNDS

Distribution

4. The Net Settlement Funds from the Automotive Constant-Velocity-Joint Boot Products action will be allocated for payment to Automakers who purchased at least \$100,000 in

Automotive Constant-Velocity-Joint Boot Products directly from GKN plc or one of its subsidiaries between January 1, 2006 and October 1, 2014. The Net Settlement Funds shall be distributed in equal portions to qualifying Automakers.

5. If there are no qualifying Automakers, further directions shall be sought from the Court regarding the distribution of the Net Settlement Funds.
6. To the extent that the full Net Settlement Funds are not paid out due to uncashed cheques, residual interest or otherwise, if the aggregate amount is less than \$10,000, the funds will be distributed *cy pres* to the Automobile Protection Association. If the aggregate amount is \$10,000 or more, the funds shall be held in trust for the benefit of the Automakers, pending further order of the Court.

Accounting for Other Compensation and/or Release of Claims

7. Subject to paragraph 8, Automakers 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 Automotive Constant-Velocity-Joint Boot Products.
8. Automakers may elect to forego participation in the distribution of settlement funds on a per defendant basis. If the Automaker so elects, the Automaker does not need to comply with paragraph 7 above in respect of the relevant defendant.
9. If the Automaker's claim was released against all Defendants, the Automaker shall be deemed ineligible for compensation.
10. If an Automaker provided a release in respect of a subset of Defendants, the Automaker shall not be permitted to participate in the distribution of any settlement funds attributable

to that subset of Defendants. For example, if the settlement funds total \$10 million and the subset of Defendants released by the Automaker settled the class action for \$7 million, the Automaker would be eligible to participate in the distribution of 3/10 of the Net Settlement Funds.

11. If the Automaker received compensation from one or more Defendants, but did not release its claim against the applicable Defendants in its entirety, the Automaker must give credit for the compensation received. For example, if the Automaker'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

12. The Claim shall require the following:
 - (a) The Automaker's contact information;
 - (b) Documentary proof that the Automaker purchased at least \$100,000 in Automotive Constant-Velocity-Joint Boots Products directly from GKN plc or its subsidiaries between January 1, 2006 and October 1, 2014. Documentary proof of purchase may be in the form of invoices, receipts, original purchase records, or historical accounting records. Documentary proof of purchase does not need to confirm the total amount of purchases during the relevant period, but rather that at least \$100,000 in purchases were made during the period;

- (c) disclosure regarding whether the Automaker has provided a release and/or received compensation through other proceedings or private out-of-class settlements in relation to its purchases of Automotive Constant-Velocity-Joint Boots Products;
- (d) authorization to the Claims Administrator to contact the Automaker or its representative, as the Claims Administrator deems appropriate, for more information; and
- (e) a declaration that the information submitted in the Claim is true and correct.

13. Claims must be postmarked no later than the Claims Filing Deadline.

Adjustments to Claims Process

14. To ensure a fair and efficient administration of the Net Settlement Funds, the Claims Administrator and Class Counsel may agree to adjust the claims process.

Claims Administrator's Decision

15. In respect of each Automaker who has filed a Claim, the Claims Administrator shall decide whether the Automaker is eligible to receive settlement benefits in accordance with this Distribution Protocol and any related Court orders.

16. At its sole discretion, the Claims Administrator can reject a Claim where, in the Claims Administrator's view, the Automaker has submitted insufficient or false information or has otherwise engaged in fraudulent conduct. Subject to the discretion of the Claims Administrator, there will be no deficiency process.

17. The Claims Administrator shall send to the Automaker a decision as to the approval or rejection of the Claim. Where the Claims Administrator has rejected the Claim, the Claims Administrator shall include its grounds for doing so.
18. The Claims Administrator's decision will be final and binding.

Payment of Claims

19. As soon as practicable after the claims evaluations are completed, the Claims Administrator shall:
 - (a) report to Class Counsel the particulars of the proposed distribution to each eligible Automaker; and
 - (b) pay approved Claims.
20. Automakers will be paid by cheque or, at the Claims Administrator's discretion, wire transfer.

Reissuance of Payment

21. The Claims Administrator shall have the discretion, but is not required, to reissue payments to an Automaker returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Automaker and/or reissuing payment shall be deducted from that Automaker's settlement benefits.

THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

Supervisory Powers of the Court

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

Investment of Settlement Funds

23. 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.

Communication, Languages and Translation

24. The Claims Administrator shall dedicate sufficient personnel to respond to Automaker's inquiries in English or French, as the Automaker elects.
25. All written communications from the Claims Administrator to an Automaker 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

26. The Claims Administrator shall have no responsibility for locating Automakers 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.

Taxes

27. 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. Automakers shall be responsible for any taxes payable by them as a result of the receipt of any settlement funds.

Reporting

28. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
29. The Claims Administrator shall provide any reports requested by the Court.

Assistance to the Claims Administrator

30. 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.

AUTOMAKER INFORMATION

Confidentiality

31. All information received from the Automakers 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 Automakers is strictly private and confidential and will not be disclosed without the express written consent of the relevant Automaker, 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.

Disposition of Claim Submissions

32. 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 the distribution of the Net Settlement Funds is complete.