

If you paid a Document Preparation Fee on the Purchase or Lease of a Vehicle from Certain Automobile Dealers, you could get a payment from a class action settlement.

*The Indiana Commercial Court (Marion County Superior Court Room No. 1) authorized this notice.
This is not a solicitation from a lawyer.*

- The settlement provides \$13,521,600 (the “Settlement Fund”) to settle claims in several consolidated lawsuits (the “Lawsuits”) alleging certain automobile dealers, listed as “Settling Defendants” in the Table of Settling Parties below, improperly charged document preparation fees on vehicles purchased or leased during a period from two years prior to those lawsuits until March 31, 2022. Settling Defendants deny they did anything wrong but are agreeing to a settlement to avoid expensive and time-consuming litigation.
- Class Members who do nothing will automatically receive a payment from the Net Settlement Fund based on a pro rata portion of the total amount of applicable fees paid. You are a Class Member if a summary notice about the settlement was sent to you by email or regular U.S. Mail.
- If you are a Class Member, your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Automatically receive a settlement check once the settlement is finally approved. Give up the right to bring a separate lawsuit against the Settling Defendants for claims related to document preparation fees.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit against the Settling Defendants for claims related to document preparation fees.
OBJECT	Write to the Court about why you don’t like the settlement. If the settlement is approved, you will still automatically receive a check and give up the right to bring a separate lawsuit relating to the claims in the lawsuits that were consolidated for pre-trial purposes.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why did I get this notice?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT PAGE 3

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

THE SETTLEMENT BENEFITS—WHAT YOU GET PAGE 3

6. What does the settlement provide?
7. What can I get from the settlement?
8. What do I need to do to receive a payment from the settlement?
9. When would I get my payment?
10. What am I giving up to get a payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 4

11. How do I get out of the settlement?
12. If I don't exclude myself, can I sue later for the same thing?
13. If I exclude myself, can I get money from this settlement?

THE LAWYERS REPRESENTING YOU PAGE 4

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT PAGE 4

16. How do I tell the Court that I don't like the settlement?
17. What's the difference between objecting and excluding?

THE COURT'S FINAL APPROVAL HEARING PAGE 5

18. When and where will the Court decide whether to approve the settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

IF YOU DO NOTHING PAGE 5

21. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 5

22. Are there more details about the settlement?

BASIC INFORMATION

1. Why did I get this notice?

For purposes of the settlement, “Automobile Document Preparation Fees” are defined as the fees charged by each of the Settling Defendants for the preparation of documents relating to the purchase or lease of an automobile in the two years preceding the filing of the Lawsuit against that Settling Defendant through March 31, 2022.

You are a member of the Settlement Class, and you may be affected by this class action settlement, if you are a non-commercial customer who, while a resident of Indiana, paid a Settling Defendant one or more Automobile Document Preparation Fee(s) that were not subject to an arbitration agreement.

If you are a Class Member, you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, you will automatically receive a payment from the Net Settlement Fund, and your claims relating to document preparation fees will be released.

This notice explains the Lawsuits, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is Superior Court No. 1 of Marion County, Indiana (Indiana Commercial Court Docket). Several lawsuits relating to document preparation fees charged in motor vehicle transactions were consolidated for pre-trial purposes under Cause No. 49D01-1904-PL-013575 and are collectively referred to herein as the Auto Doc Fees Litigation. The people who sued are called the Plaintiffs, and the automobile dealerships that they sued are called the Settling Defendants.

2. What is the litigation about?

The Lawsuits claim that Settling Defendants improperly charged document preparation fees on the sales and leases of vehicles. Settling Defendants deny they did anything wrong, and claim that they are allowed to charge these fees under Indiana law.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not and will not decide in favor of the Plaintiffs or the Settling Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing. The Court will evaluate the settlement to determine whether it is fair, reasonable and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To receive money from this settlement, you have to be a Class Member.

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

If you receive an emailed or mailed postcard notice about the settlement addressed to you then you are a Class Member, you will be a part of the settlement, and you will receive a payment from the Settlement Fund, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Settling Defendants have agreed to pay \$13,521,600 to settle this case, in return for a full release and dismissal of the claims raised against the Settling Defendants in the Lawsuits.

7. What can I get from the settlement?

After deducting the attorneys’ fees and expenses, administration expenses, and service awards to the Class Representatives as approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of the document preparation fee paid by the Class Member. For example, a Class Member who was charged \$199 for a document preparation fee will receive a check for approximately twice as much as a Class Member who was charged \$100 for a document preparation fee.

The actual amount of any Class Member’s check or credit will be determined based on the following formula:

$$\text{Class Member's Pro Rata \%} = \frac{\text{Automobile Document Preparation Fees Paid by That Class Member}}{\text{Total Automobile Document Preparation Fees Paid by All Class Members}}$$

$$\text{Class Member's Distribution} = \text{Class Member's Pro Rata \%} \times \text{Net Settlement Fund}$$

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement. As long as you do not exclude yourself, you will receive a settlement payment if the settlement is approved and becomes final. **If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.**

9. When would I get my payment?

The Court has scheduled a hearing on **October 24, 2022** to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against the Settling Defendants relating to any Automobile Document Preparation Fee claims. It also means that the Court's orders will apply to you. Once the settlement is final, your claims relating to those claims will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must do so in writing with a letter that must (i) refer to the "Indiana Auto Doc Fees Settlement"; (ii) state your name, address, and telephone number; (iii) request exclusion from the settlement; (iv) be signed by the person requesting exclusion; and (v) be sent to the following Settlement Administrator by U.S. mail with a postmark on or before **October 2, 2022**:

Auto Doc Fees Litigation Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, 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 (or continue to sue) the Settling Defendant in the future.

12. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Settling Defendants for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **October 2, 2022**.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firm of Cohen & Malad, LLP to represent you and other Class Members. That law firm is called Class Counsel. You will not be charged for Class Counsel. Class Counsel will be compensated out of the Settlement Fund in an amount to be determined by and approved by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for reimbursement of expenses, attorneys' fees of up to one-third of the Settlement Fund, and service awards to the Class Representatives, to be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. Any objection must (i) refer to the "Auto Doc Fees Litigation, Cause No. 49D01-1904-PL-013575"; (ii) state the person's name, address, and telephone number; (iii) include a written statement setting forth all of the bases for the objection, accompanied by any evidence that the Class Member intends to

offer in support of any objection; (iv) be signed by the Settlement Class Member; and (v) be sent by U.S. mail, first class and postage prepaid, to the Clerk of the Court, Class Counsel, and Counsel for Settling Defendants listed below. You must mail the objection to these different places postmarked no later than **October 2, 2022**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk Marion County Superior Court No. 1 Marion County Community Justice Campus 675 Justice Way Indianapolis, Indiana 46203	Irwin Levin Cohen & Malad, LLP One Indiana Square Suite 1400 Indianapolis, IN 46204	Michael Shanahan Mallor Grodner, LLP 101 W. Ohio Street Suite 1600 Indianapolis, IN 46204

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court has scheduled a hearing to decide whether to approve the settlement. You do not need to attend this hearing, but you may if you wish.

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

The Court has scheduled a Final Approval Hearing at Marion County Superior Court No. 1, Marion County Community Justice Campus, 675 Justice Way, Indianapolis, Indiana 46203 at 11:00 a.m. on **October 24, 2022** to consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are not required to attend this hearing.

19. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don’t 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’s not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. Class Members, or their counsel, who wish to appear in person or by counsel at the Final Approval Hearing must file with the Court and serve on Class Counsel and Settling Defendants’ Counsel a notice of their intent to appear. The Notice of Intention to Appear must identify the “Auto Doc Fees Litigation, Cause No. 49D01-1904-PL-013575,” include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be filed no later than **October 9, 2022**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will receive the payments provided by the settlement once it becomes final. In exchange for the payment, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants relating to the Automobile Document Preparation Fees.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are available in the Settlement Agreement on file with the Court. You can also call toll-free 844-492-1733, and Class Counsel or the Settlement Administrator will answer any questions you have. Be sure to state that you are calling about the “Automobile Document Preparation Fee Class Action Settlement.”

**EXHIBIT A
TABLE OF SETTLING PARTIES**

Settling Plaintiffs	Settling Defendants
Michael Benosky	Butler Motors, Inc. Butler Toyota Butler Toyota, Inc. Butler Scion Butler Toyota
Harold Cowden II	D-Patrick Inc. D-Patrick Boonville Ford, LLC
Jeffrey Earles	Dorsett Auto Sales, Inc. Dorsett Nissan
Michael Grider Terrance Bynum	Ed Martin East, Inc. Ed Martin, Inc. Ed Martin North Corp. Ed Martin of Anderson, Inc. Ed Martin West, Inc. Ed Martin Scatterfield, Inc. Ed Martin 236, Inc. Ed Martin 5500, Inc. Ed Martin Britton Park, Inc.
Steven Cohen	Terry Lee Companies, Inc. Terry Lee Crossing, LLC Terry Lee Hyundai, Inc. Terry Lee Imports, Inc.
Dylan Wilson	Twin City Dodge, Inc. Twin City Dodge-Chrysler Twin City Dodge Chrysler Jeep Ram Twin City Eastside Superstore
Scott Walters Collin McIntosh Jay Berger Jeffrey Earles Lori Endris Cari Shields Amanda Boggess Gia Hammond Ashley Jackson Mark Smith	Andy Mohr Automotive Group, Inc. Andy Mohr Ford Andy Mohr Chevrolet Andy Mohr AvonNissan Andy Mohr Toyota Andy Mohr VW Andy Mohr Speedway Chevy Andy Mohr Nissan Andy Mohr Honda Andy Mohr Hyundai Andy Mohr Kia Andy Mohr Buick GMC
Jay Berger	Bill Estes Chevrolet, Inc. Bill Estes Automotive Holdings, Inc. Bill Estes Ford, Inc. Bill Estes Gm Holdings Inc. Bill Estes Management Inc. Bill Estes Realty, LLC
Lisa Lopiccio	Circle Buick GMC, Inc.
Paul Clodfelter	Beck Automotive Group, Inc.
Frank Swiss	Lockhart Automotive Group, Inc. Lockhart Cadillac Inc.
Stephen Looney Karen Looney	Rohr Indy Motors Inc. Indy Honda Rohr-Tippe Motors, Inc. Bob Rohrman Motors Inc. Five Star Motors of Lafayette, Inc. Rohr-Valpo Motors, Inc. Rohr-Ette Motors, Inc. Mid- States Motors, Inc. Fort-Rohr Motors, Inc. Rohr-Law Motors Inc. Robert V. Rohrman