

**NOTICE OF PENDENCY AND PROPOSED CLASS ACTION SETTLEMENT**

**If you have owned or leased a 2012-2016 model year  
Mitsubishi-Fuso Canter truck  
a class action lawsuit may affect your rights.**

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

- A proposed settlement has been reached in a class action lawsuit that may affect your rights.
- The settlement resolves a class action lawsuit against Mitsubishi-Fuso Truck of America, Inc. (“MFTA”) alleging that it sold certain Canter trucks with defects causing emissions-related engine and after-treatment system issues, as well as transmission issues.
- The Court has not decided whether to finally approve the settlement. Relief will be made available only after the Court approves the settlement and any appeals are resolved.
- Unless otherwise noted, capitalized terms have the same meaning as in the Settlement Agreement (available at <http://www.TruckEngineSettlement.com>).

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<b>DO NOTHING</b>	Do nothing. Release your right to sue MFTA and others. <i>See</i> Section 19 below to find out more about the release.
<b>SUBMIT A CLAIM FOR COMPENSATION</b>	Submit a claim for compensation and if eligible, request a buyback of your Subject Vehicle. Release your right to sue MFTA and others. <i>See</i> Section 4 below for more information about settlement benefits and Section 10 for how to participate. <i>See</i> Section 19 below to find out more about the release.
<b>OBJECT TO THE TERMS OF THE SETTLEMENT</b>	File an objection if you believe the settlement is unfair or inadequate. <i>See</i> Section 13 below.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Opt out of the settlement. Receive no benefits from the settlement but retain your right to sue MFTA and others over the alleged defects. <i>See</i> Section 12 below for more information about how to opt out.

**Please read this notice carefully.  
It describes your rights and your options  
with regard to the settlement.**

## BASIC INFORMATION

### 1. Why did I receive this notice?

A class action, known as *Q+ Food, LLC, et al. v. MFTA*, No. 14-CV-6046-DEA, is pending in the United States District Court for the District of New Jersey. Records show you may currently own or lease, or may have owned or leased, a 2012-2016 model year Mitsubishi-Fuso Canter truck (the “Subject Vehicles”), and therefore may be a Settlement Class Member.

A proposed settlement has been reached that may affect your legal rights. The Honorable Judge Douglas E. Arpert of the United States District Court for the District of New Jersey, who is overseeing this class action and settlement, ordered that you be sent this notice.

### 2. What is this class action about?

Plaintiffs allege MFTA distributed certain Canter trucks that experienced emissions-related engine and after-treatment system issues, as well as transmission issues. The Amended Complaint asserts fraud- and warranty-based claims, including claims for violation of the Florida Deceptive and Unfair Trade Practices Act, F.S. §§501.201 et seq., the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., the California Unfair Competition Law, Cal. Bus. & Prof. Code §17200 et seq.; and negligent design / engineering / manufacturing under Ohio Law.

### 3. How does MFTA respond?

MFTA denies all of the material allegations made by Plaintiffs and denies any wrongdoing or liability of any kind. Among other things, MFTA contends that there is no defect in the Subject Vehicles and that it has not violated any law.

### 4. What does the settlement provide?

The settlement establishes a \$17.5 million Settlement Fund for the benefit of the Settlement Class. All Settlement Class Members who submit an approved claim (one deemed by the Settlement Administrator to be on time, accurate and complete) will be eligible to receive a share of the Net Settlement Fund according to the following guidelines:

- i. Settlement Class Members whose Subject Vehicle experienced **no** Qualifying Repairs during their ownership or lease are eligible to receive but not guaranteed \$250 for that vehicle.
- ii. Settlement Class Members whose Subject Vehicle experienced **1-3** Qualifying Repairs during their ownership or lease are eligible to receive but not guaranteed \$2,000 for that vehicle.
- iii. Settlement Class Members whose Subject Vehicle experienced **4-6** Qualifying Repairs during their ownership or lease are eligible to receive but not guaranteed \$4,000 for that vehicle.
- iv. Settlement Class Members whose Subject Vehicle experienced **7 or more** Qualifying Repairs during their ownership or lease are eligible to receive but not guaranteed \$6,000 for that vehicle

Instead of seeking a payment as set forth in i-iv above, each eligible Settlement Class Member whose Subject Vehicle experienced at least one (1) Qualifying Repair shall have the option, but not the obligation, to submit proof to the Settlement Administrator documenting consequential losses up to a

maximum of \$10,000 experienced by the Settlement Class Member as a consequence of Qualifying Repairs. Such losses shall include only the following out-of-pocket expenses, to the extent not previously reimbursed: The cost of the Qualifying Repair itself, costs of towing, replacement truck rental, vehicle retrieval, storage for a disabled vehicle, travel and hotels. In the event the Settlement Class Member seeks payment pursuant to this optional prove-up process, the Settlement Class Member cannot seek payment under i-iv above. Payments to eligible claimants, whether for i-iv above or for proving up to \$10,000 in out-of-pocket expenses, may be adjusted *pro rata* (up or down) depending on the number of eligible claims filed and the total amount of the Settlement Fund available to pay claims.

### **Buyback Option and Trade-in Credit**

In addition to seeking payment above, a Settlement Class Member who **currently** owns or leases a Subject Vehicle, which has had **9 or more Qualifying Repairs** (regardless of who owned the vehicle when it occurred), has a **mileage of at least 110,000 miles** on or before the date that the Preliminary Approval Order is entered, and **has not had emissions recall C1008400 performed**, can request that it be bought back for fair market value. Fair market value of the cab and chassis will be determined based on the average wholesale Black Book value on the Effective Date of the Settlement. Upfitted body components will be compensated at a flat rate of \$1,500 per truck. Alternatively, the Settlement Class Member may elect to not turn in the upfitted body components and will be compensated actual costs of up to \$1,500 for the costs and labor associated with the removal or transfer of such upfitted body components from the Subject Vehicle to a different truck. Buyback amounts and payments related to upfitted components are paid from the Settlement Fund.

If the buyback amount offered is accepted by the Settlement Class Member, he/she can also claim a **purchase credit for the purchase of a new Mitsubishi-Fuso Canter truck**. The purchase credit varies, depending on the class of vehicle purchased:

- Class 3 truck: \$2,000 purchase credit;
- Class 4 truck: \$3,000 purchase credit or
- Class 5 truck: \$5,000 purchase credit.

In contrast to all other consideration paid to the Settlement Class Members, this purchase credit is being financed by MFTA, and is **not** being paid out of the Settlement Fund. Full details and requirements for the buyback option and trade-in credit are in Section 4 of the Settlement Agreement (available at <http://www.TruckEngineSettlement.com>).

Payments to Settlement Class Members will exhaust the Net Settlement Fund. No money will be returned to MFTA.

### **5. What is a “Qualifying Repair?”**

“Qualifying Repair” means a repair or replacement outside of the regular service intervals, performed on or before October 26, 2016, relating to emissions-related engine and after-treatment system issues, as well as transmission issues in the Subject Vehicles. Repairs or replacements made due to a recall or service campaign shall **not** be considered a Qualifying Repair. Multiple repairs or replacements relating to emissions-related engine and after-treatment system issues, as well as transmission issues in the Subject Vehicles during a single service visit count as a single Qualifying Repair.

Settlement Class Members can contact the Settlement Administrator through the information below in Section 8, or via the website (<http://www.TruckEngineSettlement.com>) for a list of Qualifying Repairs

from MFTA's records by date for a specific Subject Vehicle. The list of Qualifying Repairs identified by the Settlement Administrator is sufficient to submit with the Claim Form since they have already been validated. Settlement Class Members are entitled to prove-up additional Qualifying Repairs beyond those identified by the Settlement Administrator, but this requires submission of itemized repair orders (or similar itemized invoices) establishing that the Qualifying Repair was performed and/or that a qualifying expense was incurred.

#### **6. Why is this lawsuit being settled?**

The Court has not decided in favor of Plaintiffs or MFTA. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after long negotiations, many exchanges of information, and independent consideration of the risks and benefits of settlement through the assistance of an experienced Mediator.

Class Counsel have considered the substantial benefits from the settlement that will be given to the Participating Class Members and balanced these benefits with the risk that a trial could end in a verdict for MFTA. They also considered the value of the immediate benefit to Participating Class Members versus the costs and delay of litigation through trial and appeals and the risk that a class would not be certified. Even if Plaintiffs were successful in these efforts, Participating Class Members would not receive any benefits for years.

#### **7. Has the Court decided who is right?**

No. The Court has not ruled in either party's favor and, now that the parties have proposed a settlement, the Court is instead analyzing whether a fair, reasonable, and adequate compromise is proposed.

The Court has ordered that you should get a copy of this notice so that you can review the settlement and determine whether you want to opt out, object, or file a claim.

#### **8. Who is the Settlement Administrator?**

The Settlement Administrator is a third party appointed by the Court to send notice to you about the settlement. In the present case, the Court has appointed KCC Class Action Services ("KCC") to act as the Settlement Administrator. You may contact KCC about this case at the following address:

*Q+ Food, LLC v. MFTA* Settlement Administrator  
P.O. Box 43034  
Providence, RI 02940-3034

### **YOUR RIGHTS AND OPTIONS**

#### **9. Am I part of this Settlement Class?**

In preliminarily approving the settlement, the Court defined the Settlement Class to include all current and former owners or lessees of model year 2012-2016 model year Mitsubishi-Fuso Canter trucks. Excluded from the class are (a) Persons who validly and timely exclude themselves from the settlement; (b) persons who have settled with, released, or otherwise had claims adjudicated on the merits against MFTA that are substantially similar to those alleged in this matter; wrongful death or property damage claims to property other than the Subject Vehicles; (c) MFTA employees; (d) insurers or other providers of extended service contracts or warranties, and (e) Judge Arpert and his family.

Records indicate that you may be a Settlement Class Member. If you have filed or want to file your own lawsuit and not be part of this case, read Section 12 below.

### **10. How do I file a claim?**

If the Court grants its approval of the settlement, to claim relief under the settlement, you *must* submit the Claim Form that is enclosed with this notice (also available at <http://www.TruckEngineSettlement.com>) and attach copies of repair orders (or similar itemized invoices) **and** proof of payment. Please do not send originals. Acceptable proof of payment includes a receipt showing payment, cancelled checks, credit card statements, credit receipts, or other document showing payment. The Claim Form must be signed and made under penalty of perjury to be valid. You can also submit your Claim Form online on the website. You must submit your claim by **June 25, 2017**. If you do not timely submit a Claim Form, you will forgo your right to receive any payment, reimbursement or seek a buyback under the settlement.

Please read the Claim Form carefully, follow all of the instructions and provide all the information required. **You may file a Claim for each Subject Vehicle you owned or leased.** If you have questions about how to file your claim that cannot be answered by this notice or by reviewing the information at the Settlement Website, you may call the Settlement Administrator at 877-336-5241.

Payments (and any vehicle buybacks) to Settlement Class Members who file eligible claims will be made only after the Court grants “final approval” to the settlement and after any appeals are resolved (*see* Section 20, below). If there are appeals, resolving them can take time. Please be patient.

### **11. How will the settlement affect my rights?**

If the settlement is approved, and you do not request exclusion as discussed in Section 12, you will release your claims as set out in Section 19 regardless of whether you submit a claim or not.

### **12. How do I request to be excluded from the settlement?**

If you wish to be excluded from the settlement, you must write the Settlement Administrator at the address specified above and request to be excluded. Your request to be excluded from the settlement must include: (1) your full name, current address and telephone number; (2) the Vehicle Identification Number associated with the vehicle giving rise to standing to “opt out” and the dates of ownership of the Subject Vehicle; (3) a clear and unambiguous statement indicating you have read the Settlement Agreement and are electing to be excluded from the settlement; and (4) a dated signature. **To be effective, your request must be postmarked no later than January 26, 2017.**

If you do not complete and timely mail a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will not receive any of the benefits of the settlement but you will retain the right to sue MFTA about the legal claims raised in this lawsuit.

### **13. May I object to the settlement?**

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing.

If you timely object in writing, you may appear at the Final Approval Hearing (described in Section 20), either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. Your written objection must: (a) set forth your full name, current address, and telephone number; (b) provide the Vehicle Identification Number associated with the

vehicle giving rise to standing to make an Objection, and the dates of ownership of the Vehicle; (c) state that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out of the Settlement Class; (d) set forth a complete statement of all legal and factual bases for any Objection that the objector wishes to assert; (e) provide copies of any documents that the objector wishes to submit relating to his/her position; and (f) provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court, whether state or federal, in the United States within the previous five (5) years. Copies of all filed Objection documents must also be mailed to Class Counsel and Defense Counsel no later than **January 26, 2017**

**To be effective, your objection must be filed by January 26, 2017. Do not telephone the Court or MFTA's counsel.**

If your objection is overruled, you will be bound by the terms of the settlement. You will not be able to exclude yourself from the settlement thereafter.

### **THE LAWYERS REPRESENTING YOU**

#### **14. Do I have a lawyer in this case?**

The Court has determined that James C. Shah and Natalie Finkelman Bennett of Shepherd, Finkelman, Miller & Shah, LLP, Michael D. Donovan of Donovan Litigation Group, LLC, Robert W. Murphy of the Murphy Law Firm and Marc Goldich of Axler Goldich LLC are qualified to represent you and the other members of the class. These lawyers are called "Class Counsel." Their contact information is at the end of this notice.

#### **15. May I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you will be responsible for paying for that lawyer.

#### **16. How will Class Counsel be paid?**

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves will be paid from the Settlement Fund. Under the Settlement Agreement, Class Counsel will seek an award of up to a maximum of 25% of the Settlement Fund for attorneys' fees, plus reasonable costs up to a total of \$100,000. Class Counsel investigated, researched and pursued this litigation on a contingent-fee basis, investing hundreds of hours and incurring thousands of dollars in out-of-pocket expenses without any assurance of payment. Their only source of compensation for this Class Action settlement will be the Court approved fee and expense award. Class Counsel have not received any payment for their time and expenses to date.

#### **17. What else does the settlement provide?**

In class actions such as this one, a court may provide the class representative a "class representative service award" in recognition of the time, effort, and risks the class representative took to prosecute the class action. In the present case, Plaintiffs reserve the right to request that the Court award \$30,000 for Q+ Food LLC and \$15,000 each for Lawrence Barton d/b/a Legend Meats, LLC, Encore Piano & Organ Moving, LLC, All American Moving and Storage Delivery, LLC, and West Lumber & Building Supply

Corp. given the time and effort expended to initiate and participate in this litigation, respond to discovery, attend mediations and otherwise take on the risks of prosecuting this class action.

**18. Will I have to pay taxes on my award?**

You should consult a tax professional for more information about your own specific situation.

**RELEASE OF CLAIMS**

**19. What claims are being released as part of the settlement?**

Upon final approval of this settlement, each Class Member will release and discharge MFTA and its current and former parent companies, subsidiaries, suppliers, dealerships and related or affiliated companies, and each of their respective officers, directors, employees, partners, agents, representatives, attorneys, insurers, successors and assigns, from any and all claims that were or could have been pled as part of the litigation under the facts alleged therein. Excluded from this release are any claims for personal injury or wrongful death.

For more information about the release, please refer to Section 4 of the Settlement Agreement (available at <http://www.TruckEngineSettlement.com>).

**FINAL SETTLEMENT APPROVAL HEARING**

**20. When will the Court consider whether to finally approve the settlement?**

The Court will hold a hearing in Courtroom 6W of the United States District Court for the District of New Jersey, located at 402 East State Street, Room 2020, Trenton, NJ 08608, on March 27, 2017 at 10:00 a.m, to decide whether to finally approve the settlement. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs, and the class representative's service award. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take. The "Effective Date" of the settlement is when the Final Order and Judgment entered pursuant to the Settlement Agreement becomes final, which is the date on which all appellate rights have expired without the filing of an appeal, or when they have been exhausted in a manner that conclusively affirms the Final Order and Judgment.

**It is not necessary for you to appear at this hearing.** If you have timely submitted an objection to the settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court. Any attorney who will represent you must file a notice of appearance with the Court and serve the objection and notice of appearance on Class Counsel and counsel for MFTA, on or before January 26, 2017. You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

**21. What if the proposed settlement is not approved?**

If the proposed settlement is not granted final approval, the putative Settlement Class that has been preliminarily certified will be decertified, the class action will proceed without further notice, and none of the agreements set forth in this notice will be valid or enforceable.

## FURTHER INFORMATION

### 22. How do I get more information?

This notice provides a summary of the basic terms of the settlement. For the settlement's complete terms and conditions, please consult the Settlement Agreement. You can access the Settlement Agreement and other documents in the case on the website established for this settlement at <http://www.TruckEngineSettlement.com>. You can also view the entire case file by visiting the clerk of the court located at 402 East State Street, Room 2020, Trenton, NJ 08608, or by contacting Class Counsel at the addresses provided below:

JAMES C. SHAH  
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**PLEASE DO NOT TELEPHONE OR WRITE THE COURT,  
THE OFFICE OF THE CLERK, MFTA, OR MFTA'S COUNSEL  
FOR INFORMATION REGARDING THIS SETTLEMENT.**