

## **If You Are a U.S.-Based Retail Auto Dealership that Bought a CDK or Reynolds Dealer Management System (“DMS”) from September 1, 2013 through August 15, 2024, You Could Benefit from a Class Action Settlement.**

*A federal court authorized this notice which summarizes your legal rights and options.  
This is not a solicitation from a lawyer.*

- The purpose of this notice is to inform you of (1) your rights related to a proposed class action settlement with CDK Global, LLC (“CDK Settlement”) in the class action lawsuit, In re Dealer Management Systems Antitrust Litigation, MDL 2817, 18-cv-00864 (N.D. Ill.); (2) the proposed distribution of the funds from the 2019 settlement with The Reynolds and Reynolds Company (“Reynolds”); and (3) the fee and expense application that will be filed by Dealership Class Counsel with respect to the CDK and Reynolds settlement funds. Please read this notice and the settlement documents carefully, including the CDK Settlement Agreement, available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com). Your legal rights may be affected whether or not you act.
- If you are in the business of the retail sale of automobiles in the United States and purchased DMS from CDK and/or Reynolds (or any predecessor, successor, subsidiary, joint venture or affiliate) during the period from September 1, 2013 through August 15, 2024, you are a member of the CDK settlement class (“CDK Settlement Class”). Unless you exclude yourself from the CDK Settlement Class (as detailed below), you may be entitled to money back as part of the CDK Settlement.
- If approved by the Court, the CDK Settlement will resolve claims involving an alleged conspiracy by CDK and Reynolds to charge unlawful prices in the markets for DMS Services and Data Integration Services (“DIS”). CDK denies any wrongdoing and the Court has not ruled that CDK did anything wrong or violated any law.
- As part of the Settlement, CDK has agreed to pay \$100 million plus \$250,000 for notice and administration costs. The full text of the CDK Settlement Agreement is available for review at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com). In the event of any inconsistency between this notice and the terms of the CDK Settlement Agreement, the terms of the Agreement control.
- A prior settlement with Reynolds in the amount of \$29.5 million was previously approved by the Court (“Reynolds Settlement”). If you are a member of the Reynolds Settlement Class, you may also be entitled to money back as part of that settlement.
- The funds from the Settlements with CDK and Reynolds are collectively referred to as the “Settlement Funds.” The claims submission process discussed below in **Question 9** includes **both** the CDK and Reynolds Settlements. **The time to exclude yourself or object to the Reynolds Settlement has passed.**
- If the CDK Settlement is approved by the Court, the Settlement Funds will be distributed according to the Allocation Plan available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com).
- Dealership Class Counsel will seek (1) an award of attorneys’ fees not to exceed 33.3% of the Settlement Funds plus (2) payment of unreimbursed litigation expenses (including expert fees and deposition costs) (“Litigation Expenses”) not to exceed \$7.5 million; and (3) service awards of up to \$10,000 for each of the twenty-three (23) Class Representatives in this case (“Fee and Expense Application”). Any payment will be subject to Court approval. The Fee and Expense Application will be available on the Settlement website after it is filed on **November 27, 2024**. Dealership Class Counsel may also seek reimbursement of additional limited expenses related to this Settlement and settlement administration. Notwithstanding the foregoing, CDK is not liable for any amount above the \$100 million plus up to \$250,000 for notice and administration costs as described above.
- The CDK Settlement does not affect any claims arising out of any data breach, cyberattack, and/or security incident publicly reported in June 2024 involving CDK’s DMS, or defenses to those claims, and does not affect or release any claims, defenses, or counterclaims asserted as of the Effective Date, in the action entitled *Asbury Automotive Group, Inc. v. CDK Global, LLC*, Civ. No. 24-A-04939-3 (Superior Court of Gwinnett County, State of Georgia).
- If you have any questions about the lawsuit, the CDK Settlement, the Claim Form filing process or other issues, you may contact: Peggy J. Wedgworth, Milberg Coleman Bryson Phillips Grossman, PLLC, 405 East 50<sup>th</sup> Street, New York, NY 10022, Tel: (646) 515-1269, [pwedgworth@milberg.com](mailto:pwedgworth@milberg.com); or Leonard A. Bellavia, Bellavia Blatt, PC, 200 Old Country Road, Suite 400, Mineola, NY 11501, Tel: (516) 873-3000, [lbellavia@dealerlaw.com](mailto:lbellavia@dealerlaw.com).

**QUESTIONS? VISIT [www.DealershipClassDMSsettlement.com](http://www.DealershipClassDMSsettlement.com) OR CALL 1-888-842-3161.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		<b>DUE DATE</b>
<b>SUBMIT A CLAIM FORM(S)</b>	The only way to be eligible to receive a payment from the Settlement Funds	<b>January 9, 2025</b>
<b>EXCLUDE YOURSELF</b>	You must submit a valid request for exclusion to remove yourself from the CDK Settlement Class. You will receive no benefits from the CDK Settlement, but you will keep any rights you currently have to sue CDK about the claims in this lawsuit. <b>The deadline for exclusion from the Reynolds Settlement has passed.</b>	Postmarked on or before <b>November 7, 2024</b>
<b>Do NOTHING</b>	If you do not exclude yourself from the CDK Settlement Class, you will remain a member of that Class and you will give up your right to sue CDK about the claims in this lawsuit. If you do not submit a Claim Form, you will not receive any payment from the Settlement Funds.	--
<b>OBJECT TO THE CDK SETTLEMENT, FEE &amp; EXPENSE APPLICATION AND/OR THE ALLOCATION PLAN</b>	If you do not exclude yourself, you can write to the Court explaining why you object to the CDK Settlement. <b>The deadline for objecting to the Reynolds Settlement has passed</b> , but Reynolds and CDK Settlement Class Members may object to the Fee and Expense Application and/or the Allocation Plan.	For objections to CDK Settlement: filed with the Court and postmarked on or before <b>November 7, 2024</b>  For objections to Fee & Expense Application and/or the Allocation Plan: filed with the Court and postmarked on or before <b>December 12, 2024</b>
<b>ATTEND THE HEARING</b>	The Court will consider whether the CDK Settlement and the Fee and Expense Application is fair, reasonable, and adequate.	<b>February 25, 2025 at 10:00AM CT</b>

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

<b>BASIC INFORMATION</b> .....	<b>4</b>
1. Do I Need to Sign Up with a Claims Recovery Service to Get a Payment or Maximize My Recovery?.....	4
2. What is this Lawsuit About? .....	4
3. Why is there a Settlement?.....	4
4. Why am I Receiving this Notice? .....	4
5. What is a Class Action and Who is Involved? .....	4
6. Am I Part of the CDK Settlement Class?.....	5
<b>THE BENEFITS OF THE SETTLEMENT WITH CDK</b> .....	<b>5</b>
7. What Does the CDK Settlement Provide? .....	5
8. What Did the Prior Settlement with Reynolds Provide?.....	5
<b>HOW TO GET A PAYMENT FROM THE SETTLEMENT FUND</b> .....	<b>5</b>
9. How Can I File a Claim to Get a Payment from the Settlement Funds?.....	5
10. How Much Will I Receive in Payment from the Settlement Funds? .....	6
<b>YOUR RIGHTS AND OPTIONS</b> .....	<b>6</b>
11. What am I Giving Up by Staying in the CDK Settlement Class?.....	6
12. What Happens if I Do Nothing at All? .....	7
13. How Do I Exclude Myself from the CDK Settlement Class? .....	7
14. If I Don't Exclude Myself, Can I Sue CDK for the Same Thing Later? .....	8
15. If I Exclude Myself, Can I Get Money from the CDK Settlement?.....	8
<b>OBJECTING TO THE SETTLEMENT, THE FEE AND EXPENSE APPLICATION AND/OR THE ALLOCATION PLAN</b> .....	<b>8</b>
16. How Do I Object to the CDK Settlement, the Fee and Expense Application and/or the Allocation Plan? .....	8
17. What is the Difference between Excluding Myself and Objecting? .....	9
<b>THE LAWYERS REPRESENTING YOU</b> .....	<b>9</b>
18. Do I Have a Lawyer Representing Me in this Case? .....	9
19. How Will the Lawyers be Paid?.....	9
<b>THE COURT'S FAIRNESS HEARING</b> .....	<b>10</b>
20. When and Where Will the Court Decide Whether to Approve the CDK Settlement and the Fee and Expense Application? .....	10
21. Do I Have to Attend the Hearing?.....	10
22. May I Speak at the Hearing?.....	10
<b>GETTING MORE INFORMATION</b> .....	<b>10</b>
23. How Do I Get More Information?.....	10

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

## BASIC INFORMATION

### 1. Do I Need to Sign Up with a Claims Recovery Service to Get a Payment or Maximize My Recovery?

**No. Filing assistance is available from Class Counsel and the Settlement Administrator AT NO COST.**

You will recover the maximum amount you are entitled to by directly filing your own claim with the Settlement Administrator. If you are approached by or see advertisements from a non-party claims settlement service offering to register you or submit your claims for recovery from the Settlement Fund, know that entities other than Class Counsel or the Settlement Administrator, Epiq, **are not approved by the Court in this lawsuit.** Non-party claims settlement services are not necessary in order for class members to submit claims – the claim submission process is streamlined and minimal documentation is required.

### 2. What is this Lawsuit About?

This lawsuit is a class action formally known as *In re Dealer Management Systems Antitrust Litigation*, MDL 2817, 18-cv-00864 (N.D. Ill.) and is pending in the United States District Court for the Northern District of Illinois before Judge Rebecca R. Pallmeyer (the “Court”).

A group of U.S. auto dealerships (“Dealership Plaintiffs”) sued CDK and Reynolds (“Defendants”) alleging that they conspired, in violation of federal antitrust laws and certain state antitrust and consumer protection laws, to restrain and/or eliminate competition by charging Dealership Plaintiffs more than they should have in the markets for DMS and DIS. CDK and Reynolds deny the claims in the lawsuit. The Court has not decided which side is right. A copy of the complaint and other important court filings are available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com).

The Court previously approved a class action settlement with Reynolds in 2019. Dealership Plaintiffs continued to litigate this case against CDK until this settlement. A trial was scheduled to begin in September 2024. Dealership Plaintiffs and CDK agreed to settle the lawsuit prior to the trial.

### 3. Why is there a Settlement?

The Court did not decide in favor of the Dealership Plaintiffs or CDK. The parties agreed to settle the case, allowing them to avoid the cost and risk of trial, concluding the lawsuit and establishing a fair and final resolution for all involved. If the Court approves the CDK Settlement, members of the CDK Settlement Class will be eligible to receive a payment from that Settlement. The lawyers representing CDK and the lawyers representing the Dealership Class (“Class Counsel”) have engaged in extensive negotiations regarding the issues presented in the lawsuit and the terms of a settlement. Dealership Plaintiffs and Class Counsel believe the CDK Settlement is fair, reasonable, adequate, and in the best interests of the Dealership Class.

### 4. Why am I Receiving this Notice?

The Court has directed this notice be sent to the CDK and Reynolds Settlement Classes to advise you of the CDK Settlement, the claims process for the Settlement Funds and the Fee and Expense Application Class Counsel will make with respect to the Settlement Funds. The Court has directed this notice be sent as it may affect your rights. This notice explains the lawsuit, the CDK Settlement, your legal rights in relation to the CDK Settlement, and the Claim Form filing process for the CDK and Reynolds Settlements.

This notice also provides information regarding your ability to exclude yourself from the CDK Settlement Class and the effect of doing so, as well as your ability to object to the CDK Settlement, the Fee and Expense Application and/or the Allocation Plan. **You cannot exclude yourself or object to the Reynolds Settlement as that deadline passed years ago.** Any member of the CDK Settlement Class or the Reynolds Settlement Class Members may object to the Fee and Expense Application and/or the Allocation Plan.

### 5. What is a Class Action and Who is Involved?

In a class action, one or more people called “Class Representatives” sue on behalf of those who have similar claims. The individuals together are a “Class” or “Class Members.” Class Members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

everyone in the Class, except for those who properly exclude themselves from the Class (see **Question 13**). Because Dealership Plaintiffs and CDK seek to resolve this lawsuit on behalf of a Class through settlement, that class is referred to as a “Settlement Class.”

## 6. Am I Part of the CDK Settlement Class?

The Court directed, for the purposes of the proposed CDK Settlement only, that everyone who fits the following description is a CDK Settlement Class Member:

All persons and entities located in the United States engaged in the business of the retail sale of automobiles **who purchased DMS from CDK and/or Reynolds**, or any predecessor, successor, subsidiary, joint venture or affiliate, during the period from September 1, 2013 through August 15, 2024.

If you meet the above definition, unless you exclude yourself, you are a member of the CDK Settlement Class and will be included in the CDK Settlement.

The CDK Settlement Class does not include:

The Defendants in this litigation (CDK and Reynolds), including any entity or division in which any Defendant has a controlling interest, as well as Defendants’ joint ventures, subsidiaries, affiliates, assigns and successors.

## THE BENEFITS OF THE SETTLEMENT WITH CDK

### 7. What Does the CDK Settlement Provide?

If the CDK Settlement is approved, as part of the Settlement, CDK will pay \$100 million for the benefit of CDK Settlement Class Members, plus notice and administration costs up to \$250,000. The CDK Settlement resolves all CDK Settlement Class Members’ claims against CDK for the released claims (as described in the CDK Settlement Agreement). The CDK Settlement also resolves all of CDK’s claims against certain Dealership Named Plaintiffs alleging breach of contract, and violations of the Computer Fraud and Abuse Act and Digital Millennium Copyright Act. A copy of the CDK Settlement Agreement, including a description of the released claims, can be found at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com).

### 8. What Did the Prior Settlement with Reynolds Provide?

A settlement was previously reached with Reynolds for \$29.5 million plus payment of notice to Reynolds Settlement Class Members (“Reynolds Settlement”). There was no claims process at the time of the Reynolds Settlement. The Reynolds Settlement will be distributed with the CDK Settlement to valid Class Members of each Settlement.

If the CDK Settlement is approved by the Court, the Settlement Funds (representing settlements with both CDK and Reynolds) will be \$129.5 million, plus interest.

## HOW TO GET A PAYMENT FROM THE SETTLEMENT FUND

### 9. How Can I File a Claim to Get a Payment from the Settlement Funds?

Claim Forms are available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com) where an online claim submission portal is available. Claim Forms and supporting documentation must be submitted on the settlement website or postmarked by **January 9, 2025** and sent to the following address for you to be eligible to receive payment:

Dealership Class—DMS Antitrust Litigation  
ATTN: CLAIMS  
P.O. Box 6727  
Portland, OR 97228-6727

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

If you previously excluded yourself from the Reynolds Settlement and exclude yourself from the CDK Settlement, you are not part of any Settlement Class and you should not file a Claim Form. Dealers who are not members of the Reynolds Settlement Class or who excluded themselves from the Reynolds Settlement Class may still be members of the CDK Settlement Class and may still submit a claim in the CDK Settlement.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment from the Settlement Funds, but you will be bound by the Court's judgment in these actions.

Payments from the Settlement Funds will not be distributed until the Court grants final approval of the CDK Settlement, the Fee and Expense Application, and allocation and distribution of the Settlement Funds. Any objections or appeals must also be resolved. Settlement updates will be provided on the Settlement website at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com) or may be obtained through contacting the Settlement Administrator.

## 10. How Much Will I Receive in Payment from the Settlement Funds?

At this time, the exact payment each Settlement Class Member will receive is unknown; however, if approved by the Court, Settlement Funds will be distributed to CDK and/or Reynolds Settlement Class Members pursuant to the Allocation Plan available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com). Please note that the Court has the authority to modify the proposed Allocation Plan as part of the approval process, so the method of calculating your payment may change.

Your settlement payment will be affected by how many valid claims are filed, whether you are a member of the CDK Settlement Class, the Reynolds Settlement Class, or both, and the duration of your DMS usage during the Settlement Class Periods.

## YOUR RIGHTS AND OPTIONS

### 11. What am I Giving Up by Staying in the CDK Settlement Class?

Unless you exclude yourself from the CDK Settlement Class you will remain in the CDK Settlement Class, which means you will give up your right to sue CDK on your own for the claims described in the CDK Settlement Agreement. You also will be bound by any decisions by the Court relating to the CDK Settlement. If you have any questions, you can speak with Class Counsel for free, or you can speak with your own lawyer (at your own expense) if you have questions about what this means. The CDK Settlement Agreement, including the specific releases that are excerpted in part below, is available at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com). If you remain in the CDK Settlement Class, that means that, upon the "Effective Date," you will release all "Dealership Released Claims" (as defined below) against the "CDK Releasees" (as defined below) with the exception of those claims which are bolded.

**"Dealership Released Claims"** means any and all claims and causes of action (whether class, representative, individual or otherwise), existing as of or prior to the Effective Date whether asserted or unasserted, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that CDK Settlement Class members ("CDK Settlement Class Releasers") have against CDK Releasees (i) that were asserted in Dealership Class Plaintiffs' complaints previously filed in MDL Litigation 2817 (including the Complaint), or (ii) that arise out of or relate to the facts, agreements, conspiracies, communications, or announcements alleged in such complaints under any antitrust, unjust enrichment, unfair competition, unfair practices, trade practices, price discrimination, unitary pricing, racketeering, contract, civil conspiracy or consumer protection law, whether under federal, state, local or foreign law, including claims for damages (whether actual, punitive, treble, compensatory, or otherwise), costs, fees, expenses, penalties, and attorneys' fees; provided, however, that nothing herein shall release any claim involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or other claims relating to CDK's DMS. **For clarity, Dealership Released Claims do not include any and all claims, demands, and causes of action that CDK Settlement Class Releasers have against CDK Releasees, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, that relate in any way to any data breach, cyberattack, or cybersecurity incident, including but not limited to any data breach, cyberattack, and/or security incident publicly reported in June 2024 involving CDK's DMS.**

The Settlement Agreement (a) does not affect, release, or alter any contractual obligation between CDK and any Dealership Settlement Class Member including (i) for CDK, any obligation to provide products or services to any Dealership Settlement Class Member, and (ii) for the Dealership Settlement Class Member, any obligation to pay for those products or services; and (b) does not affect or release any claims or counterclaims asserted as of the Effective Date, in the action entitled *Asbury Automotive Group, Inc. v. CDK Global, LLC*, Civ. No. 24-A-04939-3 (Superior Court of Gwinnett County, State of Georgia).

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**



“**CDK Releasees**” and “**CDK Releasers**” mean CDK, and all of their respective current and former, direct and indirect parents, owners, subsidiaries, affiliates, divisions, predecessors, successors, assigns, insurers, and shareholders; and all respective current and former officers, directors, principals, partners, members, heirs, attorneys, representatives, agents, and employees of each of the foregoing entities.

“**Effective Date**” is August 15, 2024.

## 12. What Happens if I Do Nothing at All?

If you do nothing, you will automatically remain a member of the CDK Settlement Class. You will be legally bound by the CDK Settlement if it is approved, even if you do not submit a Claim Form by the **January 9, 2025** deadline.

If the CDK Settlement is approved, the claims against CDK will be completely released and you will never be able to sue CDK concerning the claims in this lawsuit. In order to receive any of the Settlement Funds, you will have to submit a Claim Form as described in **Question 9**.

## 13. How Do I Exclude Myself from the CDK Settlement Class?

If you do not want to remain a member of the CDK Settlement Class and you do not want to be legally bound by the terms of the CDK Settlement, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an “Exclusion Request”), even if you previously excluded yourself from the Reynolds Settlement. This is sometimes referred to as “opting out” of a class. CDK may withdraw from and terminate the Settlement if a certain number of Class Members exclude themselves.

If you exclude yourself from the CDK Settlement, you will not be eligible to receive a payment from the CDK Settlement, and you cannot object to the CDK Settlement. You will not be legally bound by the CDK Settlement.

You cannot ask to exclude yourself by telephone, email or on the Settlement website. **You may opt out of the CDK Settlement Class only for yourself or your business.**

For an Exclusion Request to be considered by the Court, and to validly exclude yourself from the CDK Settlement Class, you must send a letter that includes **all** of the following:

- a) The specific statement that you or your business are a member of the CDK Settlement Class and want to be excluded from the Settlement with CDK in the Dealership Class Action, *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, 18-cv-00864 (N.D. Ill.);
- b) Your or your business’s full name, address, email address and telephone number;
- c) All trade names or business names and addresses used by you or your business;
- d) The number of and physical address in the state or U.S. territory for each of the rooftops requesting exclusion;
- e) The identity of your or your business’s counsel for each rooftop, if represented;
- f) The date(s) from September 1, 2013 to August 15, 2024 you entered into a contract for DMS services for each rooftop and with whom (*i.e.*, CDK and/or Reynolds) you entered into the contract;
- g) Your request to be excluded from the CDK Settlement must be personally signed by you (with title) under penalty of perjury or personally signed by a person (with title) under penalty of perjury with the authority to bind you or your business; and
- h) the date on which the request was signed.

When submitting your Exclusion Request, if possible, please also include your Unique ID, which is located on the email or postcard notice you received.

In order to have a valid Exclusion Request, you must send a letter by U.S. mail, postmarked by **November 7, 2024**, to:

*Dealership Class—DMS Antitrust Litigation*  
ATTN: EXCLUSIONS  
P.O. Box 6727  
Portland, OR 97228-6727

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

Counsel for Dealership Plaintiffs and CDK have the right to challenge the timeliness and validity of any Request for Exclusion. The Court shall determine whether any contested exclusion request is valid.

#### **14. If I Don't Exclude Myself, Can I Sue CDK for the Same Thing Later?**

No. Unless you exclude yourself as described in **Question 13**, you give up any right to sue CDK for the claims being released in this litigation, as described in **Question 11**. If you have a pending lawsuit against CDK, speak to your lawyer in that case immediately to determine whether you must exclude yourself from the CDK Settlement Class to continue your own lawsuit against CDK. Remember, the exclusion deadline is **November 7, 2024**.

#### **15. If I Exclude Myself, Can I Get Money from the CDK Settlement?**

No. If you exclude yourself, you will not be eligible to receive a payment from the CDK Settlement.

### **OBJECTING TO THE SETTLEMENT, THE FEE AND EXPENSE APPLICATION AND/OR THE ALLOCATION PLAN**

#### **16. How Do I Object to the CDK Settlement, the Fee and Expense Application and/or the Allocation Plan?**

If you are a CDK Settlement Class Member (and have not excluded yourself), you can object to the CDK Settlement, the Fee and Expense Application and/or the Allocation Plan. If you are a Reynolds Settlement Class Member (and have not excluded yourself), you cannot object to the Reynolds Settlement as the deadline has passed, but you may object to the Fee and Expense Application and/or the Allocation Plan.

You may write to the Court setting out your objection. You may give reasons why you think the Court should not approve any or all of the CDK Settlement terms or arrangements or any or all of the Fee and Expense Application or any or all of the Allocation Plan. The Court will consider your views if you file a proper objection within the deadline identified, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed settlement with CDK, the Fee and Expense Application and/or the Allocation Plan in the Dealership Class Action, *In re Dealer Management Systems Antitrust Litigation*. The written objection must include the following:

- a) the objector's complete name, address, and telephone number, along with any trade names or business names used by the objector;
- b) a statement signed under penalty of perjury that the objector is a member of the Dealership Class and objects to the Settlement with CDK, the Fee and Expense Application and/or the Allocation Plan in the Dealership Class Action, *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, 18-cv-00864 (N.D. Ill.);
- c) all grounds for the objection and any supporting papers the objector wishes the Court to consider;
- d) the identity of all counsel who represent the objector;
- e) a statement confirming whether the objector or any counsel representing the objector intends to personally appear and/or testify at the Fairness Hearing; and
- f) the number of times in which the objector or the objector's counsel (if any) has objected to a class settlement within the three years preceding the date that the objector files the objection and the caption of each case in which such objection was made.

When submitting your objection, if possible, please also include your Unique ID, which is located on the email or postcard notice you received.



Your objection to the CDK Settlement must be filed with the Court on or before November 7, 2024, and your objection to the Fee and Expense Application and/or the Allocation Plan must be filed with the Court on or before December 12, 2024 and served on all the following counsel:

Court	Dealership Class Lead Counsel	Settling Defendant CDK's Counsel
Clerk of the Court United States District Court for the Northern District of Illinois, Eastern Division Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Peggy J. Wedgworth Milberg Coleman Bryson Phillips Grossman, PLLC 405 East 50 <sup>th</sup> Street New York, NY 10022	Katherine Katz Kirkland & Ellis LLP 1301 Pennsylvania Ave., NW Washington, DC 20004

You do not need to go to the Fairness Hearing to have your written objection considered by the Court. At the hearing, members of the CDK Settlement Class may object to the CDK Settlement, and members of the CDK Settlement Class and/or the Reynolds Settlement Class may object to the Fee and Expense Application and/or the Allocation Plan. Any objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the hearing. If you or your attorney want to appear at the hearing, your objection must include your Notice of Intention to Appear (see **Question 22**).

**17. What is the Difference between Excluding Myself and Objecting?**

If you exclude yourself from the CDK Settlement, you are telling the Court that you do not want to participate in the CDK Settlement. Therefore, you will not be eligible to receive any benefits from the CDK Settlement and you will not be able to object to the CDK Settlement.

Objecting simply means telling the Court that you do not like something about the CDK Settlement, the Fee and Expense Application and/or the Allocation Plan. You can object to the CDK Settlement only if you do not exclude yourself from the CDK Settlement Class. You can object to the Fee and Expense Application and/or the Allocation Plan only if you did not exclude yourself from both the Reynolds Settlement and the CDK Settlement.

**THE LAWYERS REPRESENTING YOU**

**18. Do I Have a Lawyer Representing Me in this Case?**

Yes. The Court has appointed Milberg Coleman Bryson Phillips Grossman, PLLC as Lead Counsel for the CDK Settlement Class and Bellavia Blatt, P.C., Gustafson Gluek PLLC, Robbins Geller Rudman & Dowd LLP and Clifford Law Offices, P.C. as Class Counsel. If you wish to remain a member of the CDK Settlement Class, you do not need to hire your own lawyer because Class Counsel is working on your behalf. See **Question 23** for specific contact information for Class Counsel. You will not be charged for contacting Class Counsel. However, if you wish to pursue your own case against CDK separate from this one, or if you exclude yourself from the CDK Settlement Class, these firms will no longer represent you. You will need to hire your own lawyer if you wish to pursue your own lawsuit against CDK.

**19. How Will the Lawyers be Paid?**

Class Counsel will ask the Court for (1) attorneys' fees, based on their services in this litigation, not to exceed 33.3% of the Settlement Funds plus (2) Litigation Expenses (including expert fees and deposition costs) not to exceed \$7.5 million; and (3) service awards of up to \$10,000 for each of the twenty-three (23) Class Representatives in this case. Any payment to the attorneys and Class Representatives will be subject to Court approval, and the Court may award less than the requested amount. Of the total Litigation Expenses and service awards to Class Representatives, 5% will be paid from the Reynolds Settlement, and 95% will be paid from the CDK Settlement. When the Fee and Expense Application is filed by **November 27, 2024**, a copy will be available on the Settlement website at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com). You will not be responsible for paying Class Counsel directly. Dealership Class Counsel may also seek reimbursement of additional limited expenses related to this Settlement and settlement administration. Notwithstanding the foregoing, CDK is not liable for any amount above the \$100 million plus up to \$250,000 for notice and administration costs as described above.

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**

## THE COURT'S FAIRNESS HEARING

### 20. When and Where Will the Court Decide Whether to Approve the CDK Settlement and the Fee and Expense Application?

The Court will hold a “Fairness Hearing” to decide whether to approve the CDK Settlement, the Fee and Expense Application, and the Allocation Plan at **10:00 a.m. CT on February 25, 2025** at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. If there are objections, the Court will consider them. You may attend and you may ask to speak if you make a request as instructed in **Question 22**, but you do not have to. The Court may hear from those who have asked to speak at the hearing.

At or after the hearing, the Court will decide whether to approve the CDK Settlement, Fee and Expense Application, and the Allocation Plan. We do not know how long this decision will take. The Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the CDK and Reynolds Settlement Classes. Updates will be posted to the Settlement website at [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com) regarding any changes to the hearing date or conduct of the Fairness Hearing.

### 21. Do I Have to Attend the Hearing?

No. Class Counsel will answer any questions the Court may have at the Fairness Hearing. However, you are welcome to come 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 filed or mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so.

### 22. May I Speak at the Hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *In re: Dealership Management Systems Antitrust Litigation (Dealership Class Action)*.” Be sure to include your name, current mailing address, email address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than **November 7, 2024**, and it must be sent to the Clerk of the Court, Dealership Class Counsel, and CDK’s counsel at the addresses provided in **Question 16**. You cannot ask to speak at the hearing regarding the CDK Settlement if you excluded yourself from the CDK Settlement Class. You cannot ask to speak at the hearing regarding the Fee and Expense Application and/or Allocation Plan if you have excluded yourself from both the CDK and Reynolds Settlements.

## GETTING MORE INFORMATION

### 23. How Do I Get More Information?

This notice is intended to provide information to the Class about the CDK Settlement, the Fee and Expense Application, and your legal rights and options, including claims submission and the Allocation Plan applicable to both the CDK and Reynolds Settlements. This notice is only a summary of the CDK Settlement and is qualified in its entirety by the terms of the CDK Settlement Agreement. You can find the Settlement Agreement with CDK, other important documents, and information about the current status of the litigation by visiting [www.dealershipclassDMSsettlement.com](http://www.dealershipclassDMSsettlement.com).

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. INSTEAD,  
PLEASE DIRECT ANY INQUIRIES TO THE COUNSEL LISTED BELOW OR TO  
SETTLEMENT ADMINISTRATOR, EPIQ, AT 1-888-842-3161.**

Peggy J. Wedgworth  
Milberg Coleman Bryson Phillips Grossman, PLLC  
405 East 50<sup>th</sup> Street  
New York, NY 10022  
Tel: 1-646-515-1269  
✉ [pwedgworth@milberg.com](mailto:pwedgworth@milberg.com)

Leonard A. Bellavia  
Bellavia Blatt, PC  
200 Old Country Road, Suite 400  
Mineola, NY 11501  
Tel: 1-516-873-3000  
✉ [lbellavia@dealerlaw.com](mailto:lbellavia@dealerlaw.com)

**QUESTIONS? VISIT [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com) OR CALL 1-888-842-3161.**