

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**IN RE: DEALER MANAGEMENT  
SYSTEMS ANTITRUST LITIGATION**

**This Document Relates To:**

**THE DEALERSHIP CLASS ACTION**

MDL No. 2817  
Case No. 18-cv-00864

Honorable Rebecca R. Pallmeyer

**DECLARATION OF STEPHANIE AMIN-GIWNER  
IN SUPPORT OF PLAINTIFFS' MOTION FOR DISTRIBUTION**

I, Stephanie Amin-Giwner, hereby declare and state as follows:

1. I am a Director at Epiq Class Action & Claims Solutions, Inc. ("Epiq"). I manage the daily operations of the administration of the above-referenced matter. I oversee the team tasked with the daily operations of the settlement administration of the above-referenced matter.

2. The facts in this declaration are based on my personal knowledge of the matters set forth herein as well as information provided to me by my colleagues in the ordinary course of business at Epiq, and I believe them to be true and correct.

3. I have more than 10 years of experience working on hundreds of class action settlements. In my current position, I am responsible for overseeing project management teams that handle a variety of class action administrations, including securities, antitrust, consumer, and employment. Prior to joining Epiq, I practiced law for over 15 years and I litigated numerous class actions. I received my Bachelor of Arts from Brandeis University, and my Juris Doctor from The American University, Washington College of Law. In handling class action settlement administration, my team and I draw from our in-depth class action case experience, as well as our educational and related work experiences.

4. The Court appointed Epiq as the Settlement Administrator for the Settlement with Defendant The Reynolds and Reynolds Company ("Reynolds") on November 7, 2018, and for the

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Settlement with Defendant CDK Global, LLC (“CDK”) on August 23, 2024.<sup>1</sup> I submit this Declaration to advise the parties and the Court in support of Plaintiffs’ Motion for Distribution.

**DISSEMINATION OF THE NOTICE AND CLAIM FORM**

5. As detailed in the Declaration of Cameron R. Azari Regarding Implementation and Adequacy of Settlement Notice Plan and Notices (the “Implementation Declaration” or “Impl. Dec.”) (Dkt 1539-2, executed on November 26, 2024), Epiq established a database dedicated to this Settlement which included data provided to Epiq for identified CDK Settlement Class Members and records for identified Reynolds Settlement Class Members, already in Epiq’s database from the 2018 class certification notice effort. Ultimately, the Settlement database contained 25,235 unique, identified Settlement Class Member records. Impl. Dec. at ¶¶11-12.

6. Commencing on September 23, 2024, Epiq sent 15,996 Email Notices to 14,287 identified CDK Settlement Class Members for whom a valid email address was available (some CDK Settlement Class Members had multiple email addresses, and an Email Notice was sent to each unique email address). Commencing on September 23, 2024, Epiq also sent 10,948 postcard Mail Notices to all identified CDK and Reynolds Settlement Class Members with an associated physical address for whom a valid email address was not available. Subsequently, 2,251 Mail Notices were sent to identified CDK Settlement Class Members with an associated mailing address for whom the Email Notice was returned as undeliverable after several attempts. Impl. Dec. at ¶¶13-18. The Email Notice and Mail Notice were delivered to 24,829 of the 25,235 or approximately 98.4% of the identified CDK Settlement Class Members. Id. at ¶20. All notices directed Settlement Class members to the settlement website. Id. at ¶30.

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<sup>1</sup> See Preliminary Approval Order for Settlement Between the Dealership Class and Reynolds (ECF No. 432), and Preliminary Approval Order for Settlement Between Dealership Class Plaintiffs and CDK Global, LLC (ECF 1531).

7. In addition to the direct notice described above, the Publication Notice was published in a select national print publication for the automotive industry, digital/internet notice, and an informational release. Impl. Dec. at ¶¶21-29.

### **CLAIM FORM SUBMISSIONS**

8. Pursuant to the Court’s preliminary approval orders, Epiq established and opened the claims submission process on September 23, 2024. Settlement Class Members, as defined in the Reynolds and CDK Settlement Agreements and the orders granting final approval,<sup>2</sup> have submitted claims to Epiq through the settlement website, via the United States Postal Service to the settlement P.O. box, or via email as an attachment.

9. The deadline for CDK and Reynolds Settlement Class Members to file a Dealership Class Claim Form (“Claim Form”) was January 9, 2025. In response to the declared National Day of Mourning for former U.S. President Jimmy Carter on this date, the deadline to file a Claim Form was extended to January 10, 2025.

10. The Reynolds Settlement Class (also referred to as the “Dealership Class”) is defined as:

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 January 1, 2015 through October 23, 2018.

11. The CDK Settlement Class is defined as:

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 (“Defendants”), or any predecessor, successor, subsidiary, joint venture or affiliate, during the period from September 1, 2013 through August 15, 2024.

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<sup>2</sup> See Settlement Agreement Between the Dealership Class and Reynolds (ECF No 427-2), Settlement Agreement Between the Dealership Class and CDK (ECF No 1528-2), Final Approval Order and Judgment for Settlement Between the Dealership Class and Reynolds (ECF No 502), and Final Order and Judgment for Settlement Between the CDK Settlement Class and CDK Global, LLC and Application for Attorneys’ Fees, Costs and Class Representative Service Awards (ECF No 1545).

12. Members of the Reynolds Settlement Class and the CDK Settlement Class (collectively, “Settlement Class Members”) were instructed to file one claim for each unique location, or “Rooftop” owned. In the automotive industry, the term "Rooftop" is often used to refer to a dealership location. A dealership group may have one or more discrete Rooftops, each for one or more auto brands.

13. All Settlement Class Members who were sent a notice as described above were assigned a Unique ID and PIN which allowed a Claim Form submission on the settlement website. Claimants who wished to complete a Claim Form on the settlement website but did not receive an initial settlement notice were able to contact Epiq and request a lookup of their Unique ID and PIN. Epiq received no less than 6,700 such requests between September 2024 and the Claims Filing Deadline in January 2025. If the request originated from a Rooftop, Epiq provided the information when available. If the request came from a Third-Party Claim Filer (“TPF”) – an entity intending to submit the claim for a fee on behalf of the Rooftop rather than the Rooftop directly – Epiq required documentation demonstrating the TPF’s authority to act on behalf of the Rooftop (a “representation agreement”) before releasing the Unique ID and PIN.

14. Epiq received 10,667 Claim Forms, reflecting a claims rate of 42%; 6,552 (61%) of which were filed by TPFs (“TPF Claims”). The remaining 4,115 (39%) claims were filed by purported Rooftops directly (“Rooftop Claims”). Of the 333 class members that submitted a request to opt out from the Reynolds Settlement (Declaration of James Page executed March 21, 2019 at ¶12 (Dkt. No. 581-1)), Epiq received Claim Form submissions that are payable from 166 Settlement Class Members.

15. The total claims approved to be paid are 7,373, of which 4,009 are TPF claims (54% of total claims to be paid).

### **REVIEW PROCESS**

16. Epiq reviewed all Claim Form submissions. To be approved for payment, a Claim Form submission was required to be free of material defects – meaning all requested information, including a signature was provided – and accompanied by sufficient documentation substantiating the claimed dates of Dealer Management System (“DMS”) usage. For TPF Claims, a fully executed representation agreement was also required. Claim Forms could be partially approved if they were free of material defects and the submitted documentation substantiated only a portion of the claimed dates of DMS usage.

17. All Claim Form submissions required supporting documentation to substantiate claimed dates of CDK and/or Reynolds DMS usage. Sufficient documentation could include (but was not limited to): copies of signed exhibits to Master Agreements that lay out the term or length of the contract(s) for the entire time a Rooftop was using the Reynolds and/or CDK DMS during the Class Period, invoices from Reynolds and/or CDK demonstrating DMS usage by the Rooftop during the Class Period, or other documentation provided by Reynolds and/or CDK showing DMS usage by the Rooftop during the Class Period.

18. Epiq reviewed Claim Form submissions utilizing both the documentation provided by the claimant and, where possible, records of DMS usage supplied by Defendants CDK and Reynolds (“Defendant Data”). The Defendant Data consisted of two separate lists – one from CDK and one from Reynolds – each identifying Rooftops that used the respective DMS during the Class Period, including the unique identifying number assigned by the Defendant to each Rooftop (the “Dealer ID”), and specifying dates of usage segmented by discrete periods. Neither list was represented as a complete inventory of all DMS usage during the Class Period, nor did either list include usage periods spanning the entire Class Period. Accordingly, the Defendant Data was used

solely to supplement Epiq's review where a Claim Form submission already included supporting documentation and was not relied upon to independently substantiate any Claim Form submission.

19. Starting in January 2025 and continuing through November 14, 2025, the Settlement Administrator reviewed all Claim Form submissions and supporting documentation received. This process included review of those submissions where sufficient documentation was provided as well as numerous problematic submissions including but not limited to:

a. Claim Form submissions received via the United States Postal Service or email without a Unique ID and PIN required a manual match to the list of known Settlement Class Members where possible. Where name or address variations on the Claim Form caused a match to be impossible, a new record was created for the Claim Form which was not linked to the list of known Settlement Class Members;

b. TPF Claims which were submitted without documentation and (in some cases) lacked claimed dates of DMS usage ("Placeholder Claims");

c. TPF Claims which were submitted without representation agreements, or where a representation agreement did not specify the Rooftop name, was not signed, or where a single representation agreement was submitted for multiple Rooftops without a complete listing of Rooftops addressed by the agreement;

d. Claim Form submissions which included multiple Rooftops on a single Claim Form, requiring outreach to confirm the total number of Rooftops being claimed and to solicit completed Claim Forms from the claimant for each unique Rooftop;

e. Claim Form submissions where multiple unique Rooftop names were matched to a single Dealer ID;

f. Claim Form submissions where two or more separate entities submitted a claim for the same Rooftop. Where both claims were submitted by a Rooftop or by a TPF, Epiq

reached out to the Rooftop directly to determine which claim should receive priority. Where one claim was submitted by a Rooftop and the other by a TPF, the Rooftop claim was given priority without the need for outreach and the TPF claim was denied;

g. Claim Form submissions in which a single entity filed on behalf of multiple Rooftops and attached the required documentation for all submissions to a single (or select few) filing(s), resulting in numerous subsequent submissions being initially flagged as missing documentation and necessitating Epiq's review of documentation across multiple submissions.

h. Claim Form submissions where submitted documentation was insufficient for a variety of reasons including: the documentation demonstrated a relationship with the Defendant CDK or Reynolds but did not establish DMS usage, the documentation established DMS usage but did not properly identify the Rooftop, the documentation established DMS usage and properly identified the Rooftop but did not include a contract term limit or signature sufficient to establish the time-frame for DMS usage, or the established DMS usage was outside of the Class Period;

i. Claim Form submissions where Epiq could not confirm the Rooftop received an initial settlement notice, the Rooftop did not appear in the Defendant Records, and the submitted documentation was wholly insufficient to establish the Rooftop as a Settlement Class Member;

j. Claim Form submissions from individuals and entities who did not fit within the definition of either the Reynolds or CDK Settlement Class such as private vehicle owners, dealerships solely engaged in the business of retail sale of heavy trucks, motorcycles, and/or recreational vehicles;

k. Claim Forms submitted after the Claims Filing Deadline. Though these claims were classified as late, Epiq reviewed all claims received through November 14, 2025 as claims which were late but otherwise payable in whole or in part will be submitted to the Court for approval; and

l. Claim Form submissions which were otherwise defective with material defects such as a missing signature or missing/incomplete claimed dates of DMS usage.

### **DEFECT AND DENIAL NOTICES**

20. Claim Form submissions with correctable defects<sup>3</sup> were sent a Notice of Deficient Claim Form (“Defect Notice”). A copy of the Defect Notice sent to Rooftop Claims is attached hereto as Exhibit A. Claim Form submissions which were invalid<sup>4</sup> were sent a Notice of Denied Claim Form (“Denial Notice”). A copy of the Denial Notice sent to Rooftop Claims is attached hereto as Exhibit B.

21. Beginning on January 30, 2025, Epiq sent Defect Notices via email where a valid email address was available, or via the United States Postal Service where no valid email address was available or where the initial defect or denial notice email was undeliverable. Where possible – such as with TPF claims – Epiq consolidated multiple Defect Notices into a single email where one email address was available to address multiple Rooftops. Attached hereto as Exhibit C is a copy of the combined Notice. Between January 30, 2025 and September 24, 2025, Epiq sent eight rounds of Defect Notices and three rounds of Denial Notices, totaling 20,600 notices. Epiq also sent a Final Defect Notice for those claims that remained defective after responses to the Defect

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<sup>3</sup> See par. 19, items c, h, I, and k.

<sup>4</sup> See par. 19, items b, f, j, and l.

Notices were reviewed and processed. A copy of the Final Defect Notice is attached hereto as Exhibit D.

22. All Defect Notices advised claimants that unless the listed correctable defects were resolved, the claim may be denied without further outreach. Denial Notices sent to late claims that were otherwise potentially payable in whole or in part also identified any correctable defects. Claimants were given 21 days from the date of the notice to respond; however, Epiq accepted all responses received through November 14, 2025, providing a significant extension beyond the original deadlines. In response to the Defect Notices and Denial Notices, Epiq received and processed 5,943 responses.

#### **APPROVAL NOTICES**

23. Commencing September 16, 2025, Epiq sent a notice of approved claim (“Approval Notice”) for all Claim Form submissions that had been reviewed and found to be payable in whole or in part. A copy of the Approval Notice is attached hereto as Exhibit E. TPF Claims received a single Approval Notice for all relevant claims filed, a copy of which is attached hereto as Exhibit F. Approval Notices were sent via email where a valid email address was available or via the United States Postal Service where no valid email address was available or where the initial Approval Notice email was undeliverable.

24. Though not solicited in the Approval Notice, many Rooftop and TPF claims responded to the Approval Notice with additional documentation for defective or denied claims. Epiq reviewed all such documentation and updated Claim Form submissions as appropriate.

#### **TPF CLAIMS**

25. Epiq received a total of 6,552 TPF Claims from a total of 22 TPFs. In addition to the documentation requirements applicable to Rooftop Claims, TPF Claims required a fully executed representation agreement as outlined in paragraph 13 above. Where such an agreement

was not provided, the TPF claim was determined to not be payable, regardless of its ability to substantiate the claimed dates of DMS usage. A total of 61 TPF claims were denied or determined to not be payable for failure to produce an executed representation agreement.

26. In total, of the 6,552 TPF claims filed, 2,543 of those claims were denied for the following reasons:

- 473 claims were duplicates
- 128 claims were withdrawn
- 727 claims were incomplete
- 820 claims were Placeholder Claims<sup>5</sup>
- 123 claims were also filed by a dealership for which the TPF claimed representation
- 272 claims were not class members

27. Per Class Counsel's instructions, payment for claims filed by TPFs will be issued directly to a TPF, provided the TPF obtained a fully executed Indemnification Agreement identifying all Rooftops covered by the agreement. A copy of the Indemnification Agreement is attached as Exhibit G. Epiq notified all TPFs of this requirement for direct payment. As of the date of this declaration, Epiq has received at least one fully executed Indemnification Agreements from 17 TPFs, representing 3,315 total Claim Form submissions, of which 3,066 are payable or likely payable.<sup>6</sup> Where no Indemnification Agreement is ultimately provided, or where an Indemnification Agreement is not fully executed for an approved TPF Claim, Epiq will issue payment by check mailed directly to the Rooftop address.

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<sup>5</sup> See Placeholder definition at paragraph 19(b).

<sup>6</sup> Of the remaining 939 claims without an executed indemnification agreement, 545 of those claims were filed by the TPF Financial Recovery Solutions ("FRS") who has not provided any indemnification agreements for their clients. The remaining 149 TPF claims to be paid without indemnification agreements were filed by TPFs with a limited number of claims.

**CLASS MEMBER COMMUNICATION**

28. Epiq handled no less than 7,500 emails and 3,300 physical pieces of correspondence from claimants and TPFs. Such correspondence included requests for Unique ID and PINs, ad-hoc Claim Form submissions, responses to the defect, denial, and approval notices, Indemnification Agreements, and various questions in support of the Settlement. All correspondence was reviewed and responded to and (where applicable), attached to the relevant Claim Form submission within Epiq’s database.

29. The settlement website ([www.dealershipclassDMSSettlement.com](http://www.dealershipclassDMSSettlement.com)) continues to be available 24 hours per day, 7 days per week. Relevant documents are posted on the settlement website, including the Complaint, Long-Form Posted Notice, Settlement Agreement, Preliminary Approval Order, Final Approval Order, and select other case-related documents. In addition, the settlement website includes relevant dates, answers to frequently asked questions (“FAQs”), contact information for the Settlement Administrator, and how to obtain other case-related information. From September 23, 2024 to the date of this declaration, there have been 19,128 unique visitor sessions to the case website and 69,159 web pages have been presented.

30. The toll-free telephone number (1-888-842-3161) established for the settlement continues to allow callers to hear an introductory message and have the option to learn more information in the form of recorded answers to FAQs. The automated telephone system continues to be available 24 hours per day, 7 days per week. From September 23, 2024 to the date of this declaration, there have been 525 calls to the toll-free telephone number, representing 1,441 minutes of use.

**DISPOSITION OF CLAIM FORM SUBMISSIONS**

31. Epiq has completed the processing of the 10,667 claims received, and has determined that 7,373 Claim Form submissions are recommended for acceptance in whole or in

part (69% of submissions) and 3,924 Claim Form submissions are recommended for rejection (2,441 Claim Form submissions (23% of submissions) are incomplete or denied and 853 Claim Form submissions (8% of submissions) are duplicates or withdrawn. As of the date of this declaration, Epiq is not aware of any outstanding disputes regarding its administrative determinations.

32. A list of the Claims and Epiq's recommendations as to their disposition is attached hereto as Exhibit H. Exhibit H-1, entitled "Payable Claims," lists all Claims recommended for acceptance, and states the pro rata share as calculated by Dr. Michael Williams at Berkeley Research Group LLC ("BRG"). Exhibit H-2, entitled "Rejected Claims," lists all rejected Claims, and states the reason for their rejection. For privacy reasons, Exhibit G provides only the claimant's tracking number and pro rata shares or Reason for Rejection (no names, addresses, Taxpayer ID, Social Security or Social Insurance Numbers are disclosed).

33. Included in the 7,373 Claim Form submissions recommended for approval are 221 claims submitted after the Claims Filing Deadline that have been found to be otherwise eligible in whole or in part (the "Late But Otherwise Eligible Claims"). Epiq believes no delay has resulted from the provisional acceptance of these Late But Otherwise Eligible Claims. To the extent they are eligible, but for the fact that they were late, they are recommended herein for payment.

34. Of the 7,373 Claim Form submissions recommended for approval, 4,630 Claim Form submissions are approved at the claimed dates of DMS usage, and 2,543 are approved for a shorter period of DMS usage than was claimed.

35. TPF Claims represent 61% of Claim Form submissions, 54% of approved Claim Form submissions, 77% of late but otherwise eligible Claim Form Submissions, 80% of denied Claim Form submissions, and 71% of removed Claim Form submissions.

36. On January 12, 2026, Epiq provided the list of 7,373 recommended approved Claim Forms submissions to BRG, an independent expert retained by Class Counsel to calculate payment amounts. BRG calculated the percentage of the NSF owed to each approved Claim Form submission in accordance with the Dealership Class Plaintiffs' Allocation Plan ("Approved Rooftop Percentages") and on January 16, 2026, provided these percentages to Epiq.

### **DISTRIBUTION PLAN OF THE NET SETTLEMENT FUNDS**

37. The combined CDK and Reynolds Settlement Funds total \$129,500,000. CDK also agreed to pay \$250,000 for notice and admin costs.<sup>7</sup> The remainder of the fund (excluding attorneys' fees and costs) has been invested in U.S. Treasury Bills. As of the most recent maturity date, February 19, 2026, \$8,743,626 has been earned in interest. These funds have been used to pay the Court-approved Fee and Expense award,<sup>8</sup> as well as administrative fees paid to date to Epiq and taxes due.<sup>9</sup> Accordingly, as of February 19, 2026, the estimated value of the Reynolds fund is \$19,192,092 and the estimated value of the CDK fund is \$64,393,523, for a total estimated value of \$83,585,615. After reserving approximately \$292,609 for administrative fees (\$30,000), expert fees (\$50,608.701, reissued incentive award (\$10,000), and estimated taxes (\$202,000), the amount available from the Reynolds Fund will be \$19,177,462 and the amount available from the CDK fund will be \$64,115,545 for a total available for distribution of approximately \$83,293,000.

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<sup>7</sup> See Settlement Agreement Between the Dealership Class and Reynolds (ECF No 427-2), Sec. A.(cc), "Settlement Amount" means \$29,500,000 in U.S. dollars." Reynolds also agreed to pay for notice costs. *Id.* Reynolds paid \$33,380.19 was paid to Epiq directly by Reynolds. See *also* Settlement Agreement Between the Dealership Class and CDK (ECF No 1528-2), Sec A.(ff), "Settlement Consideration" means one hundred million dollars (\$100,000,000) in U.S. dollars."

<sup>8</sup> See Final Order and Judgment for Settlement Between the CDK Settlement Class and CDK Global, LLC and Application for Attorneys' Fees, Costs and Class Representative Service Awards (ECF No 1545), Sec. 24.

<sup>9</sup> These payments include: (i) Claims Administration Costs of \$283,356 (of which \$250,000 was paid from the CDK fund and \$33,356 was paid from the Reynolds fund); (ii) Attorneys' Fees of \$44,654,771; (iii) Litigation Expenses of \$7,158,818.86; (iv) Incentive awards of \$220,000 (one incentive award remains outstanding and will be reissued in the initial distribution); and (v) taxes paid of \$2,591,064.

38. Should the Court concur with Epiq's determinations concerning the accepted and rejected Claims, including the Late But Otherwise Eligible Claims, Epiq recommends the following distribution plan (the "Distribution Plan"):

(a) Epiq will conduct an initial distribution (the "Initial Distribution") of the Net Settlement Fund, after deducting the payments previously allowed and requested herein, and after deduction of a reserve of \$292,609 for taxes due, administrative fees, a reissued incentive award, and expert fees.

(b) Epiq will calculate award amounts to approved Claim Form submissions ("Approved Rooftop Payments"). Each Approved Rooftop Payment will be a *pro rata* share of the NSF based on the Approved Rooftop Percentage of each approved Claim Form submission. See Williams Declaration, Ex. D.

(c) Payments will be issued in the form of a check mailed to the address of the Rooftop for all Rooftop Claims and TPF Claims where a fully executed Indemnification Agreement has not been provided. In order to encourage Authorized Claimants to promptly deposit their payments, all distribution checks will bear a notation "DEPOSIT PROMPTLY, VOID AND SUBJECT TO RE-DISTRIBUTION IF NOT NEGOTIATED WITHIN 90 DAYS OF ISSUE DATE" and that no check be negotiable more than 120 days after the date of the check. The additional 30 days will allow for bank processing and a small period of time for individuals who present their check to the bank after 90 days but the bank continues to accept the check for payment.

(i) Per Class Counsel's instructions, payment for claims filed by TPFs will be issued directly to a TPF, provided the TPF obtained a fully executed Indemnification Agreement identifying all Rooftops covered by the agreement. See paragraph 27; Ex. G.

(ii) Where a Rooftop and/or TPF has identified a single overarching dealership for multiple Rooftops, Approved Rooftop Payments will be consolidated into a single check for these identified Rooftops with an indication of such consolidation included with the check. Simultaneous to the check mailing, Epiq will also send an email to all recipients of such consolidated Approved Rooftop Payments with a breakdown of the payment amount as allocated to each approved Rooftop. For all TPF Claims where a fully executed Indemnification Agreement has been provided, Approved Rooftop Payments will be consolidated into a single payment via wire transfer or check and issued directly to the TPF along with an email with a breakdown of the payment amount as allocated to each approved Rooftop.

(iii) Approved Rooftop Payments that are not cashed within the time allotted will irrevocably forfeit all recovery from the Settlement. The funds allocated to all such stale-dated checks will be available to be re-distributed in the Second Distribution as discussed below.

(d) After Epiq has made reasonable and diligent efforts to have Approved Rooftop Payments cashed, but no earlier than six (6) months after the Initial Distribution, Epiq will conduct a second distribution of the Net Settlement Fund (the “Second Distribution”) in which any unclaimed amounts remaining in the Net Settlement Fund after the Initial Distribution, after payment of any professional and administrative fees incurred and after the payment of any taxes, the costs of preparing appropriate tax returns, and any escrow fees, will be distributed to all claims in the Initial Distribution who cashed their Initial Distribution check.

(e) In order to allow a final distribution of any funds remaining in the Net Settlement Fund after completion of the Second Distribution, whether by reason of returned funds, tax refunds, interest, uncashed checks, or otherwise:

(i) If cost effective, not less than six (6) months after the Second

Distribution is conducted, Epiq will conduct a further distribution of the Net Settlement Fund, in which all funds remaining in the Net Settlement Fund, after deducting Epiq's unpaid fees and expenses incurred or to be incurred in connection with administering the Net Settlement Fund (including the estimated costs of such distribution), and after the payment of any Taxes, the costs of preparing appropriate tax returns, and any escrow fees, will be distributed to claimants who cashed their Second Distribution checks in an equitable and economic fashion. Additional re-distributions, after deduction of costs and expenses as described above and subject to the same conditions, may occur thereafter until Lead Counsel, in consultation with Epiq, determines that further re-distribution is not cost-effective.

(ii) When Lead Counsel, in consultation with Epiq, determines that further redistribution of any unclaimed balance is no longer feasible, such balance, after payment of outstanding Notice and Administration Expenses and Taxes, if any, shall be donated to a non-profit and non-sectarian organization chosen by Lead Counsel and approved by the Court.

(f) Unless otherwise ordered by the Court, one year after the Initial Distribution or one year after the Second Distribution (if it occurs), Epiq will destroy the paper copies of the claim forms and all supporting documentation, and one year after all funds have been distributed, Epiq will destroy electronic copies of the same.

I declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct and that this declaration was executed on January 30, 2026, in Massapequa Park, NY.

*Stephanie Amin-Giwner*

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Stephanie Amin-Giwner

# **EXHIBIT A**

DMS Antitrust Litigation  
Settlement Administrator  
P.O. Box 6727  
Portland, OR 97228-6727

Email: info@DealershipClassDMSSettlement.com  
Website: www.DealershipClassDMSSettlement.com

Claim Number: <<Claim Number>>  
Tracking Number: <<#####>>

Response Deadline: <<Mail Date +21 days>>

<<Date>>

[STUBADDRESSNAME1]  
[STUBADDRESSNAME2]  
[STUBADDRESS1]  
[STUBADDRESS2]  
[STUBADDRESS3]  
[STUBADDRESS4]  
[STUBADDRESS5]  
[CITY] [STATE] [POSTALCODE]  
[COUNTRY]

**Notice of Deficient Claim Form for the *In re Dealer Management Systems Antitrust Litigation***

Dear Claimant,

We received the Claim Form (“Claim”) that you submitted in connection with the class action litigation entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18-cv-00864 (N.D. Ill.). Thank you for your submission. In reviewing your Claim, we have identified the following problem(s) listed below.

**If you do not respond by the deadline set forth above, or if your response fails to cure the problem(s) identified below, your Claim may be rejected without further outreach. If you have any questions relating to notice or adequate documentation, please reach out to our office via email at info@DealershipClassDMSSettlement.com.**

**SIG**  
**Missing Signature**

Your Claim submitted in this matter is missing a signature.

**How to Resolve:**

To resolve this deficiency, please sign and date below.

**By signing below, I certify that (1) the above and foregoing information, including any supporting documentation submitted, is true and correct; (2) I am duly authorized and have the legal capacity to sign this Claim Form on behalf of the dealership entity; (3) I am not excluded from the settlement class (i.e. Defendants, including any entity or division in which any Defendant has a controlling interest, as well as Defendants’ joint ventures, subsidiaries, affiliates, assigns, and successors); and (4) I agree to submit additional information, if requested, in order for the Settlement Administrator to process my/our claim.**

Signature:

Date:  -  -

Printed Name:

First Name

MI

Last Name

Title

**DAT**

**Missing or Overlapping Dates**

The time periods you provided on your Claim either overlap one another or are incomplete. You must provide one or more time periods during which you used the Reynolds and/or CDK DMS that (1) are between September 1, 2013, and August 15, 2024, and (2) do not overlap one another.

**How to Resolve:**

To resolve this deficiency, please provide the requested information below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

**DOC**

**Missing Documentation**

You did not provide documentation to demonstrate the time periods you were using Reynolds' and/or CDK's DMS.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds's DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you are welcome to provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) which you believe demonstrates the period during which the rooftop was using the Reynolds and/or CDK DMS. All submitted documentation will be reviewed.

ISF

**Insufficient Documentation – Dates Not Substantiated:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed which were not able to be substantiated in the Settlement Administrator’s review of the claim.

DMS Provider	Claimed Start Date	Claimed End Date
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>

If you are unable to provide additional documentation or if you do not respond to this letter, the above claimed time period(s) will be denied.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

ISF1

**Insufficient Documentation – Dates Partially Substantiated:**

The documentation you submitted is not sufficient to fully substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed along with the dates that were substantiated in the Settlement Administrator’s review of the claim.

DMS Provider	Claimed Start Date	Claimed End Date	Substantiated Start Date	Substantiated End Date
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>	<<AAD.DMS Provider Info.Substantiated Start Date>>	<<AAD.DMS Provider Info.Substantiated End Date>>

If you are unable to provide additional documentation or if you do not respond to this letter, the above claimed time period(s) will be denied.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

## ISF2

### **Insufficient Documentation – Gaps in Substantiated Dates:**

The documentation you submitted is not sufficient to fully substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed which were not able to be substantiated in the Settlement Administrator’s review of the claim.

<b>DMS Provider</b>	<b>Claimed Start Date</b>	<b>Claimed End Date</b>
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>

### <<Defect Notes>>

The months between the period(s) cannot be substantiated. If you are unable to provide additional documentation or if you do not respond to this letter, the Settlement Administrator will use the substantiated time period(s) to resolve this deficiency.

### **How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

## OCP

### **Outside Class Period:**

The time period(s) you provided on your Claim are entirely outside of the Reynolds and CDK Class Periods.

### **How to Resolve:**

To resolve this deficiency, please provide the requested information below, ensuring you are only claiming time between **September 1, 2013**, and **August 15, 2024**.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use Reynolds' DMS? If you did not use Reynolds' DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use CDK's DMS? If you did not use CDK's DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

If you did not use Reynolds or CDK's DMS between September 1, 2013–August 15, 2024, you are not eligible to make claims under either settlement.

**POA**

**Missing Proof of Authority**

You submitted a Claim on behalf of <<Claimant.Business>>, but it does not appear you have the authority to file a claim on this dealership's behalf.

**How to Resolve:**

To resolve this deficiency, please provide documentation that demonstrates you are authorized to act on behalf of this dealership.

**NOD**

**No Dates Provided**

You did not provide the time period(s) during which you used either the Reynolds DMS and/or the CDK DMS.

**How to Resolve:**

To resolve this deficiency, please provide the requested information below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use Reynolds' DMS? If you did not use Reynolds' DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use CDK's DMS? If you did not use CDK's DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

**NCM**

**Not a Class Member**

The Settlement Administrator has been unable to validate you as a Class Member. The Settlement Class includes:

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.

**How to Resolve:**

To resolve this deficiency, you must provide information and/or documentation to demonstrate that you fit the above definition of a Class Member. Specifically, you must demonstrate that you

- are a person or entity located in the United States engaged in the business of the retail sale of automobiles\*, and
- purchased DMS from CDK and/or Reynolds during the time period from September 1, 2013, through August 15, 2024.

*\*Heavy trucking, motorcycle, and/or Recreational Vehicles are not considered as “automobiles” for the purpose of this litigation. Dealerships which solely engaged in the business of retail sale of heavy trucks, motorcycles, and/or recreational vehicles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

*Additionally, individuals filing claims based on personally owned automobiles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

**CLOSE**

Your response to this notice, along with any required documentation, must be **emailed or postmarked no later than <<Response Deadline>>**. If emailed, you may send to [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com). If mailed, send to DMS Antitrust Litigation, Settlement Administrator, P.O. Box 6727, Portland, OR 97228-6727. Please include a copy of this notice with your response.

Your failure to submit your response by <<Response Deadline>>, could result in the denial of your Claim without further outreach.

If you require additional information, please contact the Settlement Administrator via email at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com), call us at 1-888-842-3161 (Toll-Free) (Recorded Information Only), or visit: [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

*In re Dealer Management Systems Antitrust Litigation*  
Settlement Administrator

# **EXHIBIT B**

DMS Antitrust Litigation  
Settlement Administrator  
P.O. Box 6727  
Portland, OR 97228-6727

Email: info@DealershipClassDMSSettlement.com  
Website: www.DeadershipClassDMSSettlement.com



\*678900000000000010\*

NAME1  
NAME2  
ADDRESS1  
ADDRESS2  
ADDRESS3  
ADDRESS4  
ADDRESS5  
CITY ST ZIP  
COUNTRY

Tracking Number: <<#####>>  
Claim Number: <<Claim #>>

<<DATE>>

Notice of Denied Claim Form for the *In re Dealer Management Systems Antitrust Litigation*

<<Date>>

Dear Claimant,

We received the Claim Form (“Claim”) that you submitted in connection with the class action litigation entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18-cv-00864 (N.D. Ill.). After review, your claim has been denied for the following reason(s):

**NCM]**

**Not a Class Member**

It has been determined you are not a qualifying Class Member. The Settlement Class includes:

*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.*

Heavy trucking, motorcycle, used vehicle, and/or recreational vehicles are not considered “automobiles” for the purpose of this litigation. Dealerships that solely engaged in the business of retail sale of heavy trucks, motorcycles, used vehicles, and/or recreational vehicles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.

Entities not engaged exclusively in the business of retail sale of automobiles are also not qualifying Class Members. Examples of such non-Class Member entities include but are not limited to: collision centers, body shops, administrative buildings, management offices, IT departments, finance centers, and other entities that are not physical dealerships engaged in the retail sale of automobiles.

Finally, individuals filing claims based on personally owned automobiles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.

**[LAT]**

**Late Claim**

Your claim was submitted after the January 10, 2025 Claims Filing Deadline. Late claims may be presented to the Court if verified but we cannot guarantee acceptance of late-submitted claims.

<<START IF LAT and Correctable Defect (DAT, DOC, ISF, NOD, SIG)

If your claim is accepted, there are currently one or more correctable defects on your claim. **Though there is no guarantee your late submitted claim will be accepted, we encourage you to resolve the defect(s) below within 21 days from the date of this letter.**

[DAT]

**Missing or Overlapping Dates**

The time periods you provided on your Claim either overlap one another or are incomplete. You must have provided one or more time periods during which you used the Reynolds and/or CDK DMS that (1) were between September 1, 2013, and August 15, 2024, and (2) did not overlap one another.

**How to Resolve:**

To resolve this deficiency, please provide the requested information below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use Reynolds' DMS? If you did not use Reynolds' DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use CDK's DMS? If you did not use CDK's DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

[DOC]

**Missing Documentation**

You did not provide documentation to demonstrate the time periods you were using Reynolds' and/or CDK's DMS.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds's DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you are welcome to provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) which you believe demonstrates the period during which the rooftop was using the Reynolds and/or CDK DMS. All submitted documentation will be reviewed.

[ISF]

**Insufficient Documentation – Dates Not Substantiated**

The documentation you submitted was not sufficient to substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed which were not able to be substantiated in the Settlement Administrator's review of the claim.

DMS Provider	Claimed Start Date	Claimed End Date
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>

Since you were unable to provide additional documentation, the above claimed time period(s) is (are) denied.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

[ISF1]

**Insufficient Documentation – Dates Partially Substantiated**

The documentation you submitted was not sufficient to fully substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed along with the dates that were substantiated in the Settlement Administrator’s review of the claim.

DMS Provider	Claimed Start Date	Claimed End Date	Substantiated Start Date	Substantiated End Date
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>	<<AAD.DMS Provider Info.Substantiated Start Date>>	<<AAD.DMS Provider Info.Substantiated End Date>>

**Since you were unable to provide additional documentation, the above claimed time period(s) is (are) denied.**

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

[ISF2]

**Insufficient Documentation – Gaps in Substantiated Dates**

The documentation you submitted was not sufficient to fully substantiate the time period(s) you provided on your claim. The below chart outlines the claimed Start and End Dates for the DMS Provider(s) you claimed which were not able to be substantiated in the Settlement Administrator’s review of the claim.

DMS Provider	Claimed Start Date	Claimed End Date
<<AAD.DMS Provider Info.DMS Provider>>	<<AAD.DMS Provider Info.Start Date>>	<<AAD.DMS Provider Info.End Date>>

<<Defect Notes>>

The months between the period(s) cannot be substantiated. Since you were unable to provide additional documentation, the Settlement Administrator used the substantiated time period(s) to resolve this deficiency.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

[NOD]

**No Dates Provided**

You did not provide the time period(s) during which you used either the Reynolds DMS and/or the CDK DMS.

**How to Resolve:**

To resolve this deficiency, please provide the requested information below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

From   -     To   -

From   -     To   -

[SIG]

**Missing Signature**

Your Claim submitted in this matter is missing a signature.

**How to Resolve:**

To resolve this deficiency, please sign and date below.

By signing below, I certify that (1) the above and foregoing information, including any supporting documentation submitted, is true and correct; (2) I am duly authorized and have the legal capacity to sign this Claim Form on behalf of the dealership entity; (3) I am not excluded from the settlement class (i.e. Defendants, including any entity or division in which any Defendant has a controlling interest, as well as Defendants' joint ventures, subsidiaries, affiliates, assigns, and successors); and (4) I agree to submit additional information, if requested, in order for the Settlement Administrator to process my/our claim.

Signature:

Date:   -   -

Printed Name:

First Name

MI

Last Name

Title

<<END IF LAT and Correctable Defect (DAT, DOC, ISF, NOD)>>

[CLOSE]

If you require additional information, please contact the Settlement Administrator via email at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com), call us at 1-888-842-3161 (Toll-Free) (Recorded Information Only), or visit [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

*In re Dealer Management Systems Antitrust Litigation*

Settlement Administrator

**From:** info\_dealershipclassdmssettlement <[Info@dealershipclassdmssettlement.com](mailto:Info@dealershipclassdmssettlement.com)>

**Sent:** Saturday, June 21, 2025 1:02 AM

**To:**

**Cc:**

**Subject:** DMS Settlement - Notice of Incomplete/Denied Claims

Hello,

Attached is a list of all Claim Forms (“Claims”) that your firm submitted in connection with the class action litigation entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18-cv-00864 (N.D. Ill.), along with the current status of each.

When reviewing this list, please refer to the ‘Claims (Summary)’ tab for the list of claims filed, and the ‘Claims (Detail)’ tab for details of the dates claimed and substantiated for each.

The ‘Claims (Summary)’ tab includes a Document Status column indicating one of the six statuses listed below:

Complete indicates claim is approved at the period(s) claimed.

- Incomplete indicates a claim has been assessed one or more defects\*.
- Denied indicates a claim has been denied for the reason(s) provided\*.
- Pending means our office is still reviewing and does not have a determination on the claim at this time.
- Duplicate and Withdrawn indicate the claim is either duplicative of another claim filed by your firm or has been withdrawn by your firm.

\*Each claim that is either Incomplete or Denied has one or more Reason Codes which are further detailed below:

# **EXHIBIT C**

Reason Code	Description	How to Resolve
DAT	Claimed both Reynolds and CDK usage on overlapping time periods or the dates provided are incomplete.	Please clarify the correct dates being claimed. These should not overlap between Reynolds and CDK. You may use MM/YYYY and we will default to the first of the month, or MM/DD/YYYY to provide a precise date.
ISF	Documentation submitted is insufficient to substantiate the period claimed.	Please either provide additional documentation or indicate your acceptance of the substantiated dates provided on the 'Claims (Detail)' tab. If this defect is not resolved and the claim is otherwise payable, the claim will be approved at the substantiated dates listed.  <i>Note: The substantiated dates may appear in the "Defect Notes" column where there are gaps.</i>
LAT	Claim filed after the <b>January 10, 2025</b> Claims Filing Deadline.	To the extent there are no other defects assessed for a late submitted claim, it may be presented to the court as payable, though there is no guarantee late claims will be honored. If there are other defects listed, we encourage you to provide the missing information to clear these.
NCM	Not able to substantiate as Class Member. NCM can apply to either an Incomplete claim or a Denied claim. Where it is applied to an incomplete claim, the rooftop appears to be a valid Class Member based on the name, but neither the data available nor the documentation provided shows the rooftop. Where it is applied to a Denied claim, the rooftop is not a Class Member as it falls under one or more of the descriptors below:  Heavy trucking, motorcycle, used vehicle, and/or recreational vehicles are not considered "automobiles" for the purpose of this litigation. Dealerships that are solely engaged in the business of retail sale of heavy trucks, motorcycles, used vehicles, and/or recreational vehicles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.  Entities not engaged exclusively in the business of retail sale of automobiles are also not qualifying Class Members. Examples of such non-Class Member entities include but are not limited to collision centers, body shops, administrative buildings, management offices, IT departments, finance centers, and other entities that are not physical dealerships engaged in the retail sale of automobiles.	Where the claim is Incomplete, please provide information and/or documentation to demonstrate the rooftop fits the below definition of a Class Member:  <i>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.</i>  Specifically, you must demonstrate that the rooftop:  * is a person or entity located in the United States engaged in the business of the retail sale of automobiles, and * purchased DMS from CDK and/or Reynolds during the time period from September 1, 2013, through August 15, 2024.
SIG	Claim Form not signed.	Please provide a signed copy of this claim form.
TPD	Representation agreement is not dated.	Please provide an updated complete agreement.
TPN	Representation agreement does not specify rooftop name.	A representation agreement which is signed on behalf of an automobile group which does not reference individual rooftops will not be sufficient. The agreement should either specify the actual name of the rooftop or be accompanied by an addendum signed by your client listing all underlying rooftops addressed by the agreement. Please provide an updated representation agreement.
TPP	Claim was filed without documentation and/or without claimed dates of Reynolds or CDK DMS usage.	N/A – Placeholder claims are denied.
TPR	Representation agreement not provided with claim.	Please provide complete representation agreement.
TPS	Representation agreement is not signed.	Please provide an updated signed representation agreement.
TPX	Both your firm and the rooftop filed a claim. The claim you have filed is denied.	N/A – Denied claims with this code cannot be resolved.

Your response to this notice, along with any required documentation, must be **emailed or postmarked no later than July 11, 2025**. If emailed, you may send via reply email. If mailed, send to DMS Antitrust Litigation, Settlement Administrator, P.O. Box 6727, Portland, OR 97228-6727. When sending additional information and/or documentation, please be sure to reference the Tracking Number for each claim you are addressing.

If you require additional information, feel free to contact me directly, or visit [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

**Rachel Christman**

Epiq | Project Manager

**Upcoming PTO: July 9, 2025 – July 11, 2025**

**Upcoming Epiq Closures: Epiq will be closed Friday, July 4, 2025 in observance of Independence Day.**

# **EXHIBIT D**

Tracking Number: \$\$TrackingNumber\$\$  
Claim Number: \$\$ClaimNumber\$\$  
Dealership Name: \$\$Claimant.BusinessName\$\$  
Representative Name: \$\$Claimant.Representative\$\$  
**Response Deadline: \$\$ResponseDeadline\$\$**

\$\$MailDate\$\$

**FINAL Notice of Deficient Claim Form for the *In re Dealer Management Systems Antitrust Litigation***

Dear Claimant,

We received the Defective Response you submitted in response to the previous Notice of Deficient Claim Form. After review of your response, your submitted Claim Form ("Claim") in this matter remains deficient for the reason(s) listed below.

**Please Note: This is your final opportunity to resolve defects on your claim. If you do not respond by the deadline set forth above, or if your response fails to cure the problem(s) identified below, your Claim may be rejected without further outreach. If you have any questions relating to notice or adequate documentation, please reach out to our office via email at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com).**

SIG

**Missing Signature**

Your Claim submitted in this matter is missing a signature.

**How to Resolve:**

To resolve this deficiency, please complete Step 3 (Sign and Submit) of the Claim Form found here: [Claim Form](#) and return it to our office.

*Please note: Unless otherwise instructed below, you do NOT need to complete anything other than page 3 of the Claim Form to resolve this deficiency. Please ONLY complete Step 3 on Page 3 of the Claim Form and return it to our office.*

DAT

**Missing or Overlapping Dates**

The time periods you provided on your Claim either overlap one another or are incomplete. You must provide one or more time periods during which you used the Reynolds and/or CDK DMS that (1) are between September 1, 2013, and August 15, 2024, and (2) do not overlap one another.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

- I used Reynolds' DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time

period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

## DOC

### **Missing Documentation**

You did not provide documentation to demonstrate the time periods you were using Reynolds' and/or CDK's DMS.

### **How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you are welcome to provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that you believe demonstrates the period during which the rooftop was using the Reynolds and/or CDK DMS. All submitted documentation will be reviewed.

## MCI

### **Missing Contact Information**

Your Claim has missing or incomplete contact information.

### **How to Resolve:**

To resolve this deficiency, please provide the information below.

- Contact Name: \_\_\_\_First/Middle/Last\_\_\_\_
- Title: \_\_\_\_Title\_\_\_\_
- Dealership Name: \_\_\_\_Dealership Name\_\_\_\_

*Dealership Name must match the name on the DMS contracts you submit.*

- Current Mailing Address: \_\_\_\_Street, City, State, Zip\_\_\_\_
- Contact Email Address: \_\_\_\_Email\_\_\_\_
- Contact Telephone Number: \_\_\_\_XXX-XXX-XXXX\_\_\_\_

## ISF

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_1\$\$

\$\$VariableData\_2\$\$

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

ISF1

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_3\$\$

\$\$VariableData\_4\$\$

The substantiated time period for your usage of the Reynolds and/or CDK DMS is:

\$\$VariableData\_5\$\$

\$\$VariableData\_6\$\$

If you are unable to provide additional documentation or if you do not respond to this letter, the Settlement Administrator will use the substantiated time period(s) above to resolve this deficiency.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

ISF2

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_7\$\$  
\$\$VariableData\_8\$\$

\$\$DefectNotes\_1\$\$  
\$\$DefectNotes\_2\$\$

The months between the period(s) cannot be substantiated. If you are unable to provide additional documentation or if you do not respond to this letter, the Settlement Administrator will use the substantiated time period(s) to resolve this deficiency.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

OCP

**Outside Class Period:**

The time period(s) you provided on your Claim are entirely outside of the Reynolds and CDK Class Periods.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below, ensuring you are only claiming time between **September 1, 2013**, and **August 15, 2024**.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

- I used Reynolds' DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

**If you did not use Reynolds or CDK's DMS between September 1, 2013, and August 15, 2024, you are not eligible to make claims under either settlement.**

POA

**Missing Proof of Authority**

You submitted a Claim on behalf of **\$\$ClaimantBusiness\$\$**, but it does not appear you have the authority to file a claim on this dealership's behalf.

**How to Resolve:**

To resolve this deficiency, please provide documentation that demonstrates you are authorized to act on behalf of this dealership.

NOD

**No Dates Provided**

You did not provide the time period(s) during which you used either the Reynolds DMS and/or the CDK DMS.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

- I used Reynolds' DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

NCM

**Not a Class Member**

The Settlement Administrator has been unable to validate you as a Class Member. The Settlement Class includes:

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.

**How to Resolve:**

To resolve this deficiency, you must provide information and/or documentation to demonstrate that you fit the above definition of a Class Member. Specifically, you must demonstrate that you:

- are a person or entity located in the United States engaged in the business of the retail sale of automobiles\*, and
- purchased DMS from CDK and/or Reynolds during the time period from September 1, 2013, through August 15, 2024.

*\*Heavy trucking, motorcycle, and/or Recreational Vehicles are not considered as “automobiles” for the purpose of this litigation. Dealerships which solely engaged in the business of retail sale of heavy trucks, motorcycles, and/or recreational vehicles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

*Additionally, individuals filing claims based on personally owned automobiles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

Closing

**This will be your final opportunity to resolve defects on your claim.** Your response to this notice, along with any required documentation, must be **emailed or postmarked no later than **\$\$ResponseDeadline\$\$****. If emailed, you may send via reply email. If mailed, send to DMS Antitrust Litigation, Settlement Administrator, P.O. Box 6727, Portland, OR 97228-6727. Please include a copy of this notice with your response.

Your failure to submit your response by **\$\$ResponseDeadline\$\$**, could result in the denial of your Claim without further outreach.

If you require additional information, please contact the Settlement Administrator via reply email, call us at 1-888-842-3161 (Toll-Free) (Recorded Information Only), or visit [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

*In re Dealer Management Systems Antitrust Litigation*  
Settlement Administrator

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{\opt\_out}

Tracking Number: \$\$TrackingNumber\$\$  
Claim Number: \$\$ClaimNumber\$\$  
Dealership Name: \$\$Claimant.BusinessName\$\$  
Representative Name: \$\$Claimant.Representative\$\$  
**Response Deadline: \$\$ResponseDeadline\$\$**

\$\$MailDate\$\$

**FINAL Notice of Deficient Claim Form for the *In re Dealer Management Systems Antitrust Litigation***

Dear Claimant,

We received the Defective Response you submitted in response to the previous Notice of Deficient Claim Form. After review of your response, your submitted Claim Form (“Claim”) in this matter remains deficient for the reason(s) listed below.

**Please Note: This is your final opportunity to resolve defects on your claim. If you do not respond by the deadline set forth above, or if your response fails to cure the problem(s) identified below, your Claim may be rejected without further outreach. If you have any questions relating to notice or adequate documentation, please reach out to our office via email at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com).**

SIG

**Missing Signature**

Your Claim submitted in this matter is missing a signature.

**How to Resolve:**

To resolve this deficiency, please complete Step 3 (Sign and Submit) of the Claim Form found here: [Claim Form](#) and return it to our office.

*Please note: Unless otherwise instructed below, you do NOT need to complete anything other than page 3 of the Claim Form to resolve this deficiency. Please ONLY complete Step 3 on Page 3 of the Claim Form and return it to our office.*

DAT

**Missing or Overlapping Dates**

The time periods you provided on your Claim either overlap one another or are incomplete. You must provide one or more time periods during which you used the Reynolds and/or CDK DMS that (1) are between September 1, 2013, and August 15, 2024, and (2) do not overlap one another.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds’ DMS**? If you did not use Reynolds’ DMS during this time period, please leave blank.

- I used Reynolds’ DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK’s DMS**? If you did not use CDK’s DMS during this time

period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

## DOC

### **Missing Documentation**

You did not provide documentation to demonstrate the time periods you were using Reynolds' and/or CDK's DMS.

### **How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage.

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you are welcome to provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that you believe demonstrates the period during which the rooftop was using the Reynolds and/or CDK DMS. All submitted documentation will be reviewed.

## MCI

### **Missing Contact Information**

Your Claim has missing or incomplete contact information.

### **How to Resolve:**

To resolve this deficiency, please provide the information below.

- Contact Name: \_\_\_\_First/Middle/Last\_\_\_\_
- Title: \_\_\_\_Title\_\_\_\_
- Dealership Name: \_\_\_\_Dealership Name\_\_\_\_

*Dealership Name must match the name on the DMS contracts you submit.*

- Current Mailing Address: \_\_\_\_Street, City, State, Zip\_\_\_\_
- Contact Email Address: \_\_\_\_Email\_\_\_\_
- Contact Telephone Number: \_\_\_\_XXX-XXX-XXXX\_\_\_\_

## ISF

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_1\$\$

\$\$VariableData\_2\$\$

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed “Exhibits” to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds’ DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK’s DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

ISF1

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_3\$\$

\$\$VariableData\_4\$\$

The substantiated time period for your usage of the Reynolds and/or CDK DMS is:

\$\$VariableData\_5\$\$

\$\$VariableData\_6\$\$

If you are unable to provide additional documentation or if you do not respond to this letter, the Settlement Administrator will use the substantiated time period(s) above to resolve this deficiency.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

ISF2

**Insufficient Documentation:**

The documentation you submitted is not sufficient to substantiate the time period(s) you provided on your Claim.

You have claimed the following time period(s) of usage for the Reynolds and/or CDK DMS:

\$\$VariableData\_7\$\$  
\$\$VariableData\_8\$\$

\$\$DefectNotes\_1\$\$  
\$\$DefectNotes\_2\$\$

The months between the period(s) cannot be substantiated. If you are unable to provide additional documentation or if you do not respond to this letter, the Settlement Administrator will use the substantiated time period(s) to resolve this deficiency.

**How to Resolve:**

To resolve this deficiency, you must attach supporting documentation establishing your DMS usage. **If you have already submitted documentation, this documentation was insufficient to establish DMS usage – you may contact our office for specifics as to what is missing, but please DO NOT resubmit documentation previously submitted.**

For rooftops who used Reynolds, you must submit signed "Exhibits" to your Master Agreements that lay out the term or length of the contract(s) for the entire time you were on Reynolds' DMS. For rooftops who used CDK, you must submit signed Schedules to the MSAs where the term or length of the contract is specified for the entire time you were on CDK's DMS.

These contract documents must include the name of the rooftop submitting the Claim, contract date, and term of the agreement. The Dealership Name for which the Claim is filed must match the name as it appears in the DMS contract documents you submit.

Please submit legible copies. Do not send originals. You should retain the originals in your records. Failure to submit required documentation may result in your Claim being denied without further outreach.

If you do not have the documentation requested above, you may provide alternative documentation (invoices, correspondence with CDK and/or Reynolds regarding your DMS usage, etc.) that demonstrates the period during which the rooftop used the Reynolds and/or CDK DMS.

OCP

**Outside Class Period:**

The time period(s) you provided on your Claim are entirely outside of the Reynolds and CDK Class Periods.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below, ensuring you are only claiming time between **September 1, 2013**, and **August 15, 2024**.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

- I used Reynolds' DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

**If you did not use Reynolds or CDK's DMS between September 1, 2013, and August 15, 2024, you are not eligible to make claims under either settlement.**

POA

**Missing Proof of Authority**

You submitted a Claim on behalf of **\$\$ClaimantBusiness\$\$**, but it does not appear you have the authority to file a claim on this dealership's behalf.

**How to Resolve:**

To resolve this deficiency, please provide documentation that demonstrates you are authorized to act on behalf of this dealership.

NOD

**No Dates Provided**

You did not provide the time period(s) during which you used either the Reynolds DMS and/or the CDK DMS.

**How to Resolve:**

To resolve this deficiency, please provide the requested information in the blanks below.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **Reynolds' DMS**? If you did not use Reynolds' DMS during this time period, please leave blank.

- I used Reynolds' DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

For the time period September 1, 2013, through August 15, 2024, when did the dealership rooftop identified in Step 1 use **CDK's DMS**? If you did not use CDK's DMS during this time period, please leave blank.

- I used CDK's DMS from \_\_\_\_MM/YYYY\_\_\_\_ to \_\_\_\_MM/YYYY\_\_\_\_.

NCM

**Not a Class Member**

The Settlement Administrator has been unable to validate you as a Class Member. The Settlement Class includes:

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.

**How to Resolve:**

To resolve this deficiency, you must provide information and/or documentation to demonstrate that you fit the above definition of a Class Member. Specifically, you must demonstrate that you:

- are a person or entity located in the United States engaged in the business of the retail sale of automobiles\*, and
- purchased DMS from CDK and/or Reynolds during the time period from September 1, 2013, through August 15, 2024.

*\*Heavy trucking, motorcycle, and/or Recreational Vehicles are not considered as “automobiles” for the purpose of this litigation. Dealerships which solely engaged in the business of retail sale of heavy trucks, motorcycles, and/or recreational vehicles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

*Additionally, individuals filing claims based on personally owned automobiles are not included in the settlement classes with either CDK or Reynolds and are not eligible to make claims under either settlement.*

Closing

**This will be your final opportunity to resolve defects on your claim.** Your response to this notice, along with any required documentation, must be **emailed or postmarked no later than **\$\$ResponseDeadline\$\$****. If emailed, you may send via reply email. If mailed, send to DMS Antitrust Litigation, Settlement Administrator, P.O. Box 6727, Portland, OR 97228-6727. Please include a copy of this notice with your response.

Your failure to submit your response by **\$\$ResponseDeadline\$\$**, could result in the denial of your Claim without further outreach.

If you require additional information, please contact the Settlement Administrator via reply email, call us at 1-888-842-3161 (Toll-Free) (Recorded Information Only), or visit [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

*In re Dealer Management Systems Antitrust Litigation*  
Settlement Administrator

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# **EXHIBIT E**

DMS Antitrust Litigation  
Settlement Administrator  
P.O. Box 6727  
Portland, OR 97228-6727



\*678900000000000010\*

[NAME1]  
[NAME2]  
[ADDRESS1]  
[ADDRESS2]  
[ADDRESS3]  
[ADDRESS4]  
[ADDRESS5]  
[CITY] [ST] [POSTALCODE]  
[COUNTRY]

Rooftop Name: <<NAME1>>  
Rooftop Address: <<ADDRESS1>>  
Tracking Number: <<#####>>  
Claim Number: <<#####>>

<<Date>>

Dear Claimant,

We received the Claim Form (“Claim”) that you submitted in connection with the class action litigation entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18-cv-00864 (N.D. Ill.). After review, your claim has been approved.

The below outlines the claimed Start and End Dates for the DMS Provider(s) you claimed along with the dates that were substantiated in the Settlement Administrator’s review of your claim.

<<Claimed Time Period>>

<<CONDITION 1: IF AAD.DMS Provider Info.Substantiated Start Date is not null>>

The substantiated time period(s) for your usage of the Reynolds and/or CDK DMS is:

<<Substantiated Time Period>>

<<CONDITION 2: IF AAD.DMS Provider Info.Defect Notes is not null>>

<<AAD.DMS Provider Info.Defect Notes>>

The parties are finalizing payment calculations and anticipate filing a request for Court approval of a distribution plan for approved claims in the next 60 days. Once approved by the Court, payment on this claim will be made in the form of a check issued in the name and address provided above. If either the Rooftop Name and/or Rooftop Address above is incorrect, please email our office at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com) with the updated information, including the Tracking Number provided above. Checks to approved claims are expected to mail within 30 days of Court approval of the proposed distribution. If you have received notices on multiple approved claims and would like to request payment be issued in a single consolidated payment, please email our office at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com) with your request, including the Tracking Number and rooftop name for each approved claim, and the overarching dealership name you would like the payment to be issued to.

If you require additional information, please contact the Settlement Administrator via email at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com), call us at 1-888-842-3161 (Toll-Free) (Recorded Information Only), or visit: [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,

*In re Dealer Management Systems Antitrust Litigation*

Settlement Administrator

# **EXHIBIT F**



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## DMS Settlement - Notice of Approved Claims (Class Action Settlement House)

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From info\_dealershipclassdmssettlement <Info@dealershipclassdmssettlement.com>

Date Tue 9/16/2025 11:56 PM

To

Cc

 2 attachments (478 KB)



Hello,

Attached is a list of all Claim Forms (“Claims”) that your firm submitted in connection with the class action litigation entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18-cv-00864 (N.D. Ill.) which have been approved.

When reviewing this list, please refer to the ‘Claims (Summary)’ tab for the list of approved claims, and the ‘Claims (Detail)’ tab for details of the dates claimed and substantiated for each. The ‘Claims (Summary)’ tab includes a Document Status column indicating either “Complete” or “Incomplete”. Where a claim is “Complete”, it has been approved at the full period claimed. Where a claim is “Incomplete”, the substantiated period is less than the period claimed and is the maximum period of DMS usage able to be approved based on the documentation provided.

*\*Additionally: Claims marked as “Pending” are rooftop(s) which are in competition with a claim filed by a separate Third-Party Filer firm. Epiq is working to resolve these claims and will provide an update shortly.*

The parties are finalizing payment calculations and anticipate filing a request for Court approval of a distribution plan for approved claims in the next 60 days. Once approved by the Court, payment on this claim will be made in the form of a check issued in the “Dealership Legal Name” and mailed to the address provided on the attached. Where there are multiple claims with the same Dealership Legal Name, the payments will be issued as a single payment with a breakdown of payments per rooftop provided.

If any Dealership Legal Name, Rooftop Name, and/or Rooftop Address is incorrect, please provide the updated information, being sure to reference the Doc ID provided on the ‘Claims (Summary)’ tab. Checks to approved claims are expected to mail within 30 days of Court approval of the proposed distribution.

If your firm would like to request payment to multiple Rooftops and/or Dealerships be issued directly to your firm in a single consolidated payment, please have your client(s) complete the attached Indemnification Agreement *for each unique Dealership* identified in “Dealership Legal Name” and return the completed agreement(s) to our office **no later than October 31, 2025**. Where there are multiple Rooftops addressed within a single Dealership Legal Name, you must *also* include an addendum to the agreement (signed by your client) specifying the Doc ID and Rooftop Name for each rooftop addressed in the Indemnification Agreement. You may email any completed Indemnification Agreements to our office at [info@DealershipClassDMSSettlement.com](mailto:info@DealershipClassDMSSettlement.com). Where no Indemnification Agreement is provided, or where the agreement is in any way incomplete or is submitted after the deadline provided above, payments will be issued as a check issued in the “Dealership Legal Name” and mailed to the address of the rooftop.

If you require additional information, feel free to contact me directly, or visit [www.DealershipClassDMSSettlement.com](http://www.DealershipClassDMSSettlement.com).

Sincerely,



Rachel Christman

Client Services Project Manager | Class Action, Remediation & Mass Tort

[www.epiqglobal.com](http://www.epiqglobal.com) 

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# **EXHIBIT G**

**DMS Antitrust Settlement Distribution Indemnification Agreement**

WHEREAS the undersigned purported class member (the "Claimant") in the action entitled *In re Dealer Management Systems Antitrust Litigation*, MDL No. 2817, Case No. 18- CV-00864 (N.D. Ill.) (the "Litigation"), pending in the United States District Court for the Northern District of Illinois (the "Federal Court"), had a claim filed on its behalf by the undersigned \_\_\_\_\_ (the "Third-Party Filer") seeking payment from settlement funds obtained in the Litigation;

WHEREAS Claimant desires that the Litigation's settlement administrator, Epiq Class Action and Claims Solutions, Inc. ("Settlement Administrator") pay directly to the Third-Party Filer any and all settlement funds allocated to Claimant;

NOW, IT IS HEREBY AGREED as follows:

1. The Settlement Administrator shall pay Claimant's allocated share of any settlement funds directly to the Third-Party Filer, for the benefit of Claimant.
2. The Settlement Administrator shall not pay any settlement funds to Claimant.
3. The Third-Party Filer shall be solely responsible for payment of any settlement funds to the Claimant.
4. Claimant and Third-Party Filer jointly and severally indemnify and hold harmless the Settlement Administrator, Plaintiffs' Counsel in the Litigation (including Plaintiffs' Lead Counsel, Milberg Coleman Bryson Phillips Grossman, PLLC), and the settlement classes from and against any claims, losses, expenses and damages arising from or related to Third-Party Filer's payment to, or failure to make payment of settlement funds to Claimant, including but not limited to any costs, expenses, and attorney's fees incurred by the Settlement Administrator and Plaintiffs' Counsel.
5. Any disputes arising hereunder, including with respect to indemnification obligations, shall be heard exclusively in the Federal Court.

AGREED TO as of the date signed by Claimant.

**CLAIMANT**

\_\_\_\_\_  
Claimant Name

\_\_\_\_\_  
Claimant Address (inc. city, state, and zip)

\_\_\_\_\_  
Signature (name and title)

\_\_\_\_\_  
Date

**SETTLEMENT ADMINISTRATOR**

Epiq Class Action and Claims Solutions, Inc.  
By: Michael O'Connor, Sr. Vice President

  
\_\_\_\_\_  
Signature

9/16/2025  
\_\_\_\_\_  
Date

**THIRD PARTY FILER**

\_\_\_\_\_  
Third Party Filer Name

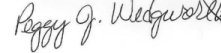
\_\_\_\_\_  
Third Party Filer Address (inc. city, state, and zip)

\_\_\_\_\_  
Signature (name and title)

\_\_\_\_\_  
Date

**PLANTIFFS' LEAD COUNSEL**

Milberg Coleman Bryson Phillips Grossman, PLLC  
By: Peggy Wedgworth, Lead Counsel

  
\_\_\_\_\_  
Signature

9/16/2025  
\_\_\_\_\_  
Date