

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

MFQ

Q+ Food, LLC, et al. v.
Mitsubishi-Fuso Truck of America, Inc.

No. 14-CV-6046-DEA

**SETTLEMENT
CLAIM FORM**

**Must Be Postmarked
No Later Than
June 25, 2017**

Official
Office
Use
Only



**Please read the Notice of Pendency and Proposed Class Action Settlement (“Notice”)
AND all of the following instructions carefully before filling out your Claim Form.**

To determine whether you are eligible to make a claim, or for more information regarding the class action settlement, please visit <http://www.TruckEngineSettlement.com> (the “Website”).

- Capitalized terms in this Claim Form have the same meaning as provided in the “Definitions” Section of the Class Action Settlement Agreement and Release, on file with the Court, and also available at the Website above.
- Type or print legibly in black ink. Do not use highlighters. Provide all requested information, attach supporting documentation (i.e., repair orders or invoices), and sign all applicable certifications. You must use a separate Claim Form for each vehicle you believe qualifies.
- You are eligible to make a claim only if (1) you are a current or former owner or current or former lessee of a model year 2012-2016 Mitsubishi-Fuso Canter truck (the “Subject Vehicle”), who purchased or leased the Subject Vehicle within the United States; (2) you are not requesting exclusion from the Settlement Class; (3) you have not settled with, released, or otherwise had claims adjudicated on the merits against Mitsubishi-Fuso Truck of America, Inc. (“MFTA”) similar to those described in the Notice; (4) you are not otherwise excluded from the Settlement Class as described in the Notice; and (5) you otherwise meet the requirements specified in this Claim Form and the Settlement Agreement.
- You must submit your Claim Form under penalty of perjury by mail or online via the Website. The postmark on the envelope will determine the timeliness of the claim, and the Claim Form should be mailed to Q+ Food, LLC v. MFTA Settlement Administrator, P.O. Box 43034, Providence, RI 02940-3034. You cannot claim reimbursement for any repairs occurring after October 26, 2016.
- If you are making a claim for multiple Subject Vehicles please complete your claim form online or add as many pages as needed to this Claim Form. Additional pages should be in table form and include the following columns in the following order: Vehicle Model and Model Year; Vehicle Identification Number (“VIN”); Dates you owned/leased the vehicle (mm/dd/yy-mm/dd/yy); Compensation Selection (A or B); and if Compensation B: Number of Repairs, Date (mm/dd/yyyy), Location, Type of Expense, Date (mm/dd/yyyy), Person Paid, Amount; and BuyBack (y/n). You may use the last page of this Claim Form or include a printout laid prepared in the same manner.
- Keep a copy of your completed Claim Form and all supporting documents. Any documents you submit with your Claim Form will not be returned. Do not send original documents. If your claim is rejected for any reason, you will be notified and will have 30 days to attempt to cure any deficiencies.

PART A — PERSONAL INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	M.I.	Last Name

<input type="text"/>
Company Name (if company vehicle)

<input type="text"/>
Primary Address

<input type="text"/>
Primary Address Continued

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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____ — ____ — _____

Daytime Phone Number

Names of Any Joint Owner(s) of the Vehicle

Vehicle Model

Model Year

Vehicle Identification Number ("VIN")

Dates you owned/leased the vehicle (mm/dd/yy-mm/dd/yy)

____/____/____ to ____/____/____

PART B — COMPENSATION FOR REPAIRS

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

You can choose to receive a flat amount based on the number of Qualifying Repairs, shown in the table below, or you can choose to provide proof of reimbursable expenses of up to \$10,000. These amounts are not guaranteed. Payments to eligible claimants may be adjusted pro rata (up or down) depending on the number of eligible claims filed and the total amount of the Settlement Fund available to pay claims. In addition, your Subject Vehicle may qualify for an optional buyback. Payments to Settlement Class Members will exhaust the Net Settlement Fund. No money will be returned to MFTA.

You may file a claim for each Subject Vehicle you owned or leased. If you have several Subject Vehicles, file a separate Claim Form for each one; you can choose whether to take the flat amount or prove-up expenses on a truck-by-truck basis. If you have questions about how to file your claim that cannot be answered by the notice or by reviewing the information at the Settlement Website, you may call the Settlement Administrator at 877-336-5241.

A - Flat Amount	B - Prove-Up Expenses
i. No Qualifying Repairs during the ownership or lease are eligible to receive \$250-for that vehicle.	If you experienced at least one (1) Qualifying Repair, you can submit proof to the Settlement Administrator documenting consequential losses up to a maximum of \$10,000 experienced as a consequence of Qualifying Repairs. Such losses shall include only the following out-of-pocket expenses, to the extent they have not already been reimbursed: The cost of the Qualifying Repair itself, costs of towing, replacement truck rental, vehicle retrieval, storage for a disabled vehicle, travel and hotels.
ii. 1-3 Qualifying Repairs during the ownership or lease are eligible to receive \$2,000 for that vehicle.	
iii. 4-6 Qualifying Repairs during the ownership or lease are eligible to receive \$4,000 for that vehicle.	
iv. 7 or more Qualifying Repairs during the ownership or lease are eligible to receive \$6,000 for that vehicle	

SELECT YOUR COMPENSATION SELECTION:

A

B

INFORMATION REGARDING YOUR QUALIFYING REPAIRS (PART B.1):

Except for the flat amount received under A(i), above, receiving compensation or reimbursement of expenses requires that, during the period you owned or leased your Subject Vehicle, it experienced a Qualifying Repair.

You can contact the Settlement Administrator through the information below in the Notice you received, or via the Website (<http://www.TruckEngineSettlement.com>) for a list of Qualifying Repairs based on MFTA’s records by date for a specific Subject Vehicle. The list of Qualifying Repairs identified by the Settlement Administrator is sufficient to submit with the Claim Form since they have already been validated. You are entitled to prove-up additional Qualifying Repairs beyond those using this Claim



Form, but it requires submission of itemized repair orders (or similar itemized invoices) establishing that the Qualifying Repair was performed and/or that a qualifying expense was incurred.

You must provide the number of Qualifying Repairs, the location where it was done (e.g., the name of the dealer or service center) and the approximate date of the replacement and your supporting documents. If there is not enough room, please copy this table and attach additional sheets.

Number of Repairs	Date (mm/dd/yyyy)	Location
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>

REIMBURSEMENT (PART B.2.):

Instead of seeking a payment as set forth in Part B.1 above, each eligible Settlement Class Member whose Subject Vehicle experienced at least one (1) Qualifying Repair shall have the option, but not the obligation, to submit proof to the Settlement Administrator documenting consequential losses up to a maximum of \$10,000 experienced by the Settlement Class Member as a consequence of Qualifying Repairs. Such losses shall include only the following out-of-pocket expenses: The cost of the Qualifying Repair itself, costs of towing, replacement truck rental, vehicle retrieval, storage for a disabled vehicle, travel and hotels. In the event the Settlement Class Member seeks payment pursuant to this optional prove-up process, the Settlement Class Member **cannot** seek payment for the flat amount described above.

For each claimed expense, record on the table below (1) the nature of the expense (replacement, towing, or rental), (2) the date of the expense, (3) to whom the expense was paid (name, address, and phone number), and (4) the amount of the expense. Please include your supporting documents. If there is not enough room on the table, please copy this table and attach additional sheets.

You cannot make a claim for reimbursement for any expense if another party or person (e.g., your warranty coverage, an insurance company) paid for it.

Type of Expenses	Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Person Paid	Amount
<input type="text"/>	<input type="text"/> . <input type="text"/>

Type of Expenses	Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Person Paid	Amount
<input type="text"/>	<input type="text"/> . <input type="text"/>

Type of Expenses	Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Person Paid	Amount
<input type="text"/>	<input type="text"/> . <input type="text"/>



BUYBACK OPTION (PART B.3)

In addition to seeking payment above under Part B.1 or B.2, a Settlement Class Member who **currently** owns or leases a Subject Vehicle, which has had **9 or more Qualifying Repairs** (regardless of who owned the vehicle when it occurred), has **mileage of at least 110,000 miles** on or before the date that the Preliminary Approval Order was entered, and **has not had emissions recall C1008400 performed**, can request that it be bought back for fair market value. You can contact the Settlement Administrator for a list of Qualifying Repairs by date for your Subject Vehicle as well as its projected fair market value. Fair market value of the cab and chassis will be determined based on the average wholesale Black Book value on the Effective Date of the Settlement. Upfitted body components will be compensated at a flat rate of \$1,500. Alternatively, the Settlement Class Member may select to not turn in the upfitted body components and will be compensated actual costs of up to \$1,500 for the costs and labor associated with the removal or transfer of such upfitted body components from the Subject Vehicle to a different truck. Buyback and payments related to upfitted components are paid from the Settlement Fund.

If the buyback amount offered is accepted by the Settlement Class Member, he/she can also claim a **purchase credit for the purchase of a new Mitsubishi-Fuso Canter truck**. The purchase credit varies, depending on the Class of vehicle purchased, and can be combined with any offer generally available to the public:

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

The purchase credit is valid for 1 year (12 months) from the date of issue and is not transferable. The purchase credit can only be used for the purchase of a new Mitsubishi-Fuso Canter and may not be applied to a vehicle already owned by the Settlement Class Member, or for any other purpose. However, the purchase credit may be combined with any other offer available to the general public.

If you believe your Subject Vehicle is eligible for a buyback and you want to have it bought back, fill in this circle:

You will be contacted with further instructions if you elect to have your Subject Vehicle bought back. Note that your Subject Vehicle **cannot** be bought back until the Settlement’s Effective Date has occurred. However, you can ask the Settlement Administrator for a non-binding projected value (based on an estimate of your mileage on the expected Effective Date), and you can coordinate with a dealership on a time for surrendering the bought-back truck and/or buying a new truck using the purchase credit. If you will have upfitted components removed, proof of the actual costs involved must be submitted no later than 90 days after the Fairness Hearing.

PART C — CERTIFICATION

I certify under penalty of perjury that the following information is true and correct:

1. I am a Settlement Class Member and the rightful owner of the claim described in this Claim Form.
2. The documents described in Part B above and provided with this Claim Form are true and accurate copies showing proof of payment **and** the repairs, replacements or expenses I am presenting as Qualifying Repairs.
3. None of the Qualifying Repairs I am presenting were the result of abuse or misuse.
4. All information that I provided is true and correct to the best of my knowledge and belief.
5. I understand that my claim may be audited for truthfulness and accuracy.

Consistent with Section 10.4 of the Settlement Agreement, I confirm my agreement to the Release Obligations enumerated in Sections 4.8-4.15 of the Settlement Agreement, and consent to the dismissal of any pre-existing action or proceeding relating to Subject Vehicles, as described in Sections 4.8-4.15, whether brought by me or by others on my behalf.

If more than one person has rights to the claims asserted, the Claim Form must be signed by all persons.

Signature of Claimant

_____/_____/_____
Date (mm/dd/yyyy)

Signature of Claimant

_____/_____/_____
Date (mm/dd/yyyy)

Signature of parent or guardian (if Claimant is a minor)

_____/_____/_____
Date (mm/dd/yyyy)

