

<p>You can also complete and submit this form through <a href="http://interstatebatteriessettlement.com">interstatebatteriessettlement.com</a></p>	<p><b>INTERSTATE BATTERIES SETTLEMENT TIER-ONE CLAIM FORM</b></p>	<p>Interstate Batteries Customer Service Department PO Box 515556 Dallas, Texas 75151-5556</p>
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To obtain your \$5 product voucher:

1. Fill in your contact information below.
2. Confirm that you meet the eligibility requirements listed below.\*
3. Read the terms & limitations and release language on the next page.\*
4. Sign on this page.
5. Mail your form to the address above postmarked by the Submission Deadline.
6. If you purchased your replacement battery on or before April 30, 2012, your Submission Deadline is December 31, 2012. If you purchased your replacement battery on or after May 1, 2012, your Submission Deadline is one year after the date you bought your replacement battery.

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Country:** United States **ZIP Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

***By signing below, I certify that (i) to the best of my knowledge I meet the eligibility requirements listed below, (ii) I agree to the terms and limitations of the Interstate Batteries Settlement Program listed on the next page and in the Amended Settlement Agreement, and (iii) I understand I will be releasing all my claims in accordance with the release on the next page, once Interstate Batteries sends me my product voucher.***

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Eligibility Requirements**

- (1) I was the original purchaser of an Interstate Batteries trademarked battery (meaning the Interstate Batteries, Nationwide, PowerVolt, and Quickstart brands) from an Interstate Batteries authorized dealer (but not an All Battery Center Store) in the United States or the District of Columbia from April 19, 2000 through April 30, 2012;
- (2) That original battery was covered by a previous Interstate Batteries' limited warranty with a pro-rata-warranty-coverage period;
- (3) I returned that battery, during the applicable pro-rata-warranty-coverage period, to an Interstate Batteries authorized warranty dealer for a pro-rata-warranty adjustment on the price of a replacement battery;
- (4) I then purchased that replacement battery from that dealer at an adjusted price between May 19, 2006, and December 31, 2019;
- (5) If I purchased that replacement battery on or before April 30, 2012, I am submitting this Tier-One Claim Form not later than December 31, 2012;
- (6) If I purchased that replacement battery on or after May 1, 2012, I am submitting this Tier-One Claim Form within one year of the date I bought my replacement battery;
- (7) I have not previously submitted a Tier-One or Tier-Two Claim Form; and
- (8) I understand any product voucher will be mailed or emailed to me at the address I provided above.

*\*To read the complete terms and limitations set forth in the Amended Settlement Agreement at pages 31 to 44, please visit [www.InterstateBatteriesSettlement.com](http://www.InterstateBatteriesSettlement.com) or [www.GirardGibbs.com/InterstateBatteries.asp](http://www.GirardGibbs.com/InterstateBatteries.asp).*

**Terms & Limitations on Product Vouchers:**

- Product vouchers can be used only toward the purchase of products at any All Battery Center Store or at Interstate Batteries' Online Store, [www.InterstateBatteries.com](http://www.InterstateBatteries.com).
- Product vouchers cannot be applied toward shipping and handling charges, applicable taxes, or legislatively imposed fees.
- No person is entitled to more than one Tier-One product voucher.
- Product vouchers are not transferable.
- Product vouchers are not redeemable for cash. They can only be used as a credit on the purchase of merchandise.
- Product vouchers can only be used once, in a single transaction. If you use the product voucher to obtain products that are priced for less than the \$5 value of the product voucher, you are not entitled to apply the unused amount to any later transaction or otherwise receive any credit or refund of any unused portion.
- Product vouchers will expire 24 months after the date they are issued.

If you have trouble using a product voucher online, call 866.842.5368 for assistance.

**RELEASE: Please Read, This Affects Your Legal Rights.**

**Release of All Claims:** In consideration for Interstate Batteries' agreement to provide a \$5 product voucher upon submission of a valid Tier-One Claim Form, and Interstate Batteries' actual issuance of that product voucher to me, I release the Released Parties from any and all claims (whether styled as legal, equitable, monetary, or otherwise, known or UNKNOWN) that were asserted or could have been asserted against the Released Parties in the lawsuit filed in 2010 in the United States District Court for the Northern District of California captioned *Deno Milano v. Interstate Battery System of America, Inc. and Interstate Battery System International, Inc.*, Case No. 10-2125-CW. I also release the Released Parties from any and all claims (whether styled as legal, equitable, monetary, or otherwise, known or UNKNOWN) that I have on the date I submit this claim form and that relate to my purchase, use, return of, or warranty on my original battery, or the purchase of my replacement battery. But I do not release any claims I may have for personal injury or property damage. The Released Parties are Interstate Battery System of America, Inc. or Interstate Battery System International, Inc.; their predecessors, successors, and assigns; the present and former, direct and indirect, parents, subsidiaries, sister corporations, divisions, corporate affiliates, or associates of any of the above; the present and former employees, officers, directors, control persons, members, principals, partners, agents, attorneys, shareholders, advisors, assigns, and representatives of any of the above; and the distributors and authorized dealers owned by any of the above.