

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Notice of Amended Class Action Settlement

The original Interstate Batteries Class Action Settlement has been amended, and the Court has preliminarily approved the Amended Settlement Agreement. This Notice has been approved by the Court and describes the terms of the new Amended Settlement Agreement.

If you are an Interstate Batteries’ customer who purchased a battery that was covered by a Previous Interstate Batteries’ Pro-Rata Warranty, this notice may affect your rights.

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

- Under the settlement, Interstate Batteries will improve its warranty practices going forward. This settlement will also provide check cards or product vouchers to those who may have overpaid for a Replacement Battery under the terms of the Previous Interstate Batteries’ Pro-Rata Warranty.
- You qualify if: you were the original purchaser of an Interstate Batteries trademarked battery (meaning the Interstate Batteries, Nationwide, PowerVolt, and Quickstart brands) that was covered by a Previous Interstate Batteries’ Pro-Rata Warranty and that was purchased from an Interstate Batteries authorized dealer (but not from an All Battery Center Store), in the United States or the District of Columbia, at any time from April 19, 2000 through April 30, 2012, **AND EITHER:**
 - You later presented that original 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, and you then purchased that Replacement Battery from that dealer at an adjusted price on a date from May 19, 2006, through April 30, 2012. (“Replacement-Battery-Purchaser Class”)
 - OR**
 - You still have, on or before April 30, 2012, an unexpired contractual right under a Previous Interstate Batteries’ Pro-Rata Warranty to purchase a Replacement Battery in a pro-rata-warranty-adjustment transaction, if your original battery fails under the terms of the Previous Interstate Batteries’ Pro-Rata Warranty. (“Unexpired-Warranty-Holder Class”)
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	The only way to get a check card or product voucher through the settlement. You must have purchased a Replacement Battery to be eligible to submit a claim.
OBJECT OR COMMENT	Write to the Court about why you do or don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no check card or product voucher. Give up rights. Note, you may have until December 31, 2020 to act to claim a check card or product voucher.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- This notice is only a summary of the proposed settlement. **The complete terms of the settlement are contained in the Amended Settlement Agreement**, which appears at www.InterstateBatteriesSettlement.com. This notice uses several defined, capitalized terms, such as “Previous Interstate Batteries’ Pro-Rata Warranty,” “Replacement Battery,” and “Released Parties.” These terms are defined in the Amended Settlement Agreement.

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BASIC INFORMATION

1. What is this notice?

This notice was given to provide notice of a proposed class action settlement.

The Court ordered this notice to be issued because Class Members have a right to know about a proposed settlement of a class action lawsuit, and about their options, before the Court decides whether to finally approve the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Milano v. Interstate Battery System of America, Inc.*, Case No. 10-CV-2125-CW. The person who brought the suit is called Plaintiff, and the companies he sued, Interstate Battery System of America, Inc., and Interstate Battery System International, Inc., are called the Defendants.

2. What is this lawsuit about?

Many Interstate Batteries trademarked batteries are covered by the Previous Interstate Batteries' Pro-Rata Warranty. During the pro-rata-warranty-coverage period, the original purchaser of that battery is entitled to purchase a Replacement Battery at an adjusted price, which is based on how long the original battery lasts. The lawsuit alleges that Defendants' warranty did not comply with warranty laws and that the Defendants breached their warranty and violated consumer protection laws by sometimes miscalculating the price charged for Replacement Batteries. Defendants deny they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Deno Milano), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members. U.S. District Judge Claudia Wilken is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides went to a court-ordered mediation and then agreed to a settlement. That way, they avoid the cost of a trial, and benefits will be provided to the people affected. The Class Representative and his attorneys think the settlement is best for every Class Member who bought an Interstate Batteries trademarked battery that included the Previous Interstate Batteries' Pro-Rata Warranty. The Court in charge of this case preliminarily approved the settlement, but it still has to decide whether to finally approve the proposed settlement.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

Judge Wilken decided that everyone who fits this description is a Settlement Class Member:

All original purchasers of an Interstate Batteries trademarked battery (meaning the Interstate Batteries, Nationwide, PowerVolt, and Quickstart brands) that was covered by a Previous Interstate Batteries' Pro-Rata Warranty and that was purchased from an Interstate Batteries authorized dealer (but not from an All Battery Center Store), in the United States or the District of Columbia, at any time from April 19, 2000 through April 30, 2012, and who:

- (i) later presented that original 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, and who then purchased that Replacement Battery from that dealer at an adjusted price on a date from May 19, 2006, through April 30, 2012; or
- (ii) still had, on or before April 30, 2012, an unexpired contractual right under a Previous Interstate Batteries' Pro-Rata Warranty to purchase a Replacement Battery in a pro-rata-warranty-adjustment transaction if their original battery fails under the terms of the Previous Interstate Batteries' Pro-Rata Warranty.

Section 7 below explains what a Previous Interstate Batteries' Pro-Rata Warranty is.

Excluded from the class definition are Interstate Battery System of America, Inc., and Interstate Battery System International, Inc.; affiliates, parents, or subsidiaries of Settling Defendants; entities in which Settling Defendants have a controlling interest; predecessors, successors, or assigns of Settling Defendants; any judges who preside over this Litigation before Final Judgment, their spouses, the members of their staffs, and anyone within the third degree of relationship from the judges or their spouses, as well as those persons' spouses; and persons employed by Class Counsel.

6. Which Interstate Batteries products are included?

The products included are Interstate Batteries trademarked batteries (including the Interstate Batteries, Nationwide, PowerVolt, and Quickstart brands).

7. What warranty is involved in this settlement?

This lawsuit involves the Previous Interstate Batteries' Pro-Rata Warranty. That means a warranty on certain Interstate Batteries trademarked batteries sold from April 19, 2000 through April 30, 2012, that provided the customer the right to buy a Replacement Battery at an adjusted price calculated using Interstate Batteries' List Price for the Replacement Battery.

8. When did I have to buy my original battery to be included?

You had to buy your original battery between April 19, 2000 and April 30, 2012.

9. If I bought a qualified Interstate Batteries Replacement Battery but lost my receipt, am I included?

Yes. Eligible Class Members (who buy, or have bought, a Replacement Battery before December 31, 2019) do not need to have their receipt to be included. But if you can present a receipt, it will increase your benefits under the settlement. For more information, please see sections 11-19 below. Remember, even if you have not yet bought a Replacement Battery, you may still be included in the settlement as an Unexpired-Warranty-Holder Class Member.

10. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can ask for free help. You can visit www.InterstateBatteriesSettlement.com or www.GirardGibbs.com/InterstateBatteries.asp.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the settlement provide?

Interstate Batteries has agreed to make important changes to its warranty practices on the Interstate Batteries brand of automotive batteries currently sold by Interstate Batteries authorized dealers in the United States and the District of Columbia, including:

- Rewriting and using a new form of limited warranty;
- Making the terms, language, and format of this new limited warranty more easily understood by consumers;
- Ensuring the new warranty language is uniform everywhere it is posted;
- Ensuring that any new pro-rata warranty will state clearly how any future pro-rata-warranty-adjustment price would be calculated and that the calculation will be based on Interstate Batteries' then-current "Suggested Retail Price" for the replacement battery, and not based on Interstate Batteries' "List Price";
- Improving the method of delivering this warranty to consumers; and
- Ensuring the new form of limited warranty complies with federal warranty law.

In addition, Interstate Batteries has agreed to provide check cards or product vouchers to eligible Class Members who purchased a Replacement Battery at an adjusted price under the Previous Interstate Batteries' Pro-Rata Warranty between May 19, 2006, and December 31, 2019, and who timely submit a valid claim form. This is described in more detail in sections 12-19 below.

More information about submitting claims, the product vouchers, and the settlement generally can be found at www.InterstateBatteriesSettlement.com.

QUESTIONS? VISIT WWW.INTERSTATEBATTERIESSETTLEMENT.COM OR WWW.GIRARDGIBBS.COM/INTERSTATEBATTERIES.ASP.

12. What is the claims program?

As part of this settlement, Interstate Batteries established a two-tier claims program for eligible Class Members who purchased a Replacement Battery under a Previous Interstate Batteries' Pro-Rata Warranty and are unsatisfied with the way the adjusted price of that Replacement Battery was calculated. Generally, a qualified Settlement Class Member can submit a claim form without a receipt and receive a \$5 product voucher. If you submit a claim form with a receipt, you can choose between a \$12 product voucher or an \$8.50 check card.

13. Who can make a claim?

If you are a Replacement-Battery-Purchaser Class Member, you can make a claim immediately. Replacement-Battery-Purchaser Class Members must submit a claim by December 31, 2012.

If you are an Unexpired-Warranty-Holder Class Member, and you purchase a Replacement Battery under the terms of a Previous Interstate Batteries' Pro-Rata Warranty before December 31, 2019, you can make a claim within one year of the date you buy your Replacement Battery. But no one can ever submit a claim later than December 31, 2020.

14. If I am eligible to participate in the claims program, what will I get?

If you are eligible to participate in the claims program, your benefit depends on whether or not you have the receipt from your purchase of a Replacement Battery:

I DO have my receipt (Tier-Two Claims)

Eligible Settlement Class Members who timely complete a valid Tier-Two Claim Form and submit it along with the receipt from their purchase of a Replacement Battery at an adjusted price can choose between:

- a check card in the amount of \$8.50, or
- a product voucher in the amount of \$12, which can be used at any All Battery Center Store or at www.InterstateBatteries.com (shipping and handling, applicable taxes, and legislatively imposed fees must be paid separately).

Your receipt should show: (i) the name of the authorized dealer that sold you the Replacement Battery; (ii) the date of that transaction; (iii) the price of the Replacement Battery; and (iv) the battery model/part number of the Replacement Battery.

If you provide a receipt, but it is missing some of this information, Interstate Batteries will check their records to try to confirm the receipt corresponds to a pro-rata replacement transaction so your claim can be honored.

I do NOT have my receipt (Tier-One Claims)

Eligible Settlement Class Members who do not have a receipt can complete and submit a Tier-One Claim Form to receive a \$5 product voucher, which can be used for any purchase at an All Battery Center store or at www.InterstateBatteries.com (shipping and handling, applicable taxes, and legislatively imposed fees must be paid separately).

HOW TO GET A CHECK CARD OR PRODUCT VOUCHER: SUBMITTING A CLAIM FORM

15. How can I get a check card or product voucher?

You qualify for a check card or product voucher if you have bought a Replacement Battery at an adjusted price under the Previous Interstate Batteries' Pro-Rata Warranty, but you must send in a claim form. There are two claim forms available on www.InterstateBatteriesSettlement.com. Use the Tier-One Claim Form if you do not have a receipt for your Replacement Battery (to claim a \$5 product voucher). Use the Tier-Two Claim Form if you do have a receipt (to claim your choice of a \$12 product voucher or an \$8.50 check card).

Read the instructions carefully, fill out the proper form, include a receipt (for Tier-Two Claims), and sign the form.

16. When will I get my check card or product voucher?

Your check card or product voucher will be mailed or emailed within 30 days of receipt of your valid claim form.

17. When can I make a claim based on my Replacement Battery purchase?

If you bought your Replacement Battery between May 19, 2006 and April 30, 2012, you can make a claim now. You must submit your claim form no later than December 31, 2012. If you buy a Replacement Battery between May 1, 2012 and December 31, 2019, you must submit your claim form within one year of the date you buy your Replacement Battery, but no later than December 31, 2020.

18. Are there any limits on the number of claim forms I can submit?

Yes. Eligible Class Members who purchased multiple Replacement Batteries at an adjusted price can submit one Tier-Two Claim Form per Replacement Battery, up to a maximum of 10 claims. Eligible Class Members are limited to submitting one Tier-One Claim Form, no matter how many batteries they purchased. You cannot submit both a Tier-One and a Tier-Two Claim Form.

THE RELEASE—WHAT YOU GIVE UP

19. What am I giving up in this Settlement?

The claims you will give up depend on whether or not you bought a Replacement Battery at an adjusted price under the Previous Interstate Batteries' Pro-Rata Warranty on or before April 30, 2012, and whether or not you submit a claim.

If you bought a Replacement Battery under warranty on or before April 30, 2012, you will be releasing the following claims:

Upon the Effective Date, the Released Parties shall be fully, finally, and forever released and discharged from any and all claims for injunctive relief, declaratory judgment relief, and any other non-monetary equitable relief, known or UNKNOWN, arising on or before the Effective Date that the Replacement-Battery-Purchaser Class Members either asserted or could have asserted in the Litigation, including but not limited to equitable claims based on: (1) Interstate Batteries' warranty; (2) the Magnuson-Moss Warranty Act; (3) breach of the implied covenant of good faith and fair dealing; (4) the California Song-Beverly Consumer Warranty Act; (5) the Consumers Legal Remedies Act; (6) unlawful, unfair, and fraudulent business practices; and/or (7) the consumer protection statutes of any State or the District of Columbia. Replacement-Battery-Purchaser Class Members are not releasing any claims they may have against the Released Parties for personal injury or property damage. Individual monetary claims asserted on behalf of individual Replacement-Battery-Purchaser Class Members are not released under the terms of this Amended Settlement Agreement and the Final Judgment and Order.

Each Replacement-Battery-Purchaser Class Member waives the right to use the class action procedural device or any other method of joining, consolidating, or aggregating the claims of multiple plaintiffs, persons or entities, or the public in any future lawsuit or other proceeding against the Released Parties that asserts any claim that was or could have been brought in the Litigation. In addition, each Replacement-Battery-Purchaser Class Member waives any right conferred by rule, statute, or any other law to seek—in any future lawsuit or other proceeding against the Released Parties arising from claims that were or could have been brought in the Litigation—any relief on behalf of or for the benefit of any other persons. Stated differently, each Replacement-Battery-Purchaser Class Member may only seek money or other relief for himself or herself, individually.

Each Replacement-Battery-Purchaser Class Member, excluding the Named Plaintiff, does not release and discharge, but instead preserves, the right of an individual Replacement-Battery-Purchaser Class Member to file an individual lawsuit against any Released Party seeking monetary damages (but such a Settlement Class Member can only file such an individual lawsuit for himself or herself, and not for any other person) for damages which arose on or before the Effective Date and are based on claims that either were asserted or could have been asserted in the Litigation. Each Replacement-Battery-Purchaser Class Member understands and agrees that his or her reservation of rights to file such individual lawsuits is subject to the waiver of the class action procedural device and any other method of aggregating claims, described above.

If a Replacement-Battery-Purchaser Class Member decides to participate in the claims program, he or she will also be required to give the release set forth on the claim forms for the Interstate Batteries Settlement Program.

If you have an Interstate Batteries trademarked battery that is still covered by an unexpired Previous Interstate Batteries’ Pro-Rata Warranty, you will be releasing the following claims:

Upon the Effective Date, the Released Parties shall be fully, finally, and forever released and discharged from any and all claims for injunctive relief, declaratory judgment relief, and any other non-monetary equitable relief, known or UNKNOWN, arising on or before the Effective Date that Unexpired-Warranty-Holder Class Members have, however styled or presented, relating to how the adjusted price of a Replacement Battery in a pro-rata-adjustment transaction would be calculated under a Previous Interstate Batteries’ Pro-Rata Warranty. Unexpired-Warranty-Holder Class Members are not releasing any other claims they may have against the Released Parties.

If an Unexpired-Warranty-Holder Class Member buys a Replacement Battery under his or her Previous Interstate Batteries’ Pro-Rata Warranty before December 31, 2019, and decides to participate in the claims program, he or she will also be required to give the release set forth on the claim forms for the Interstate Batteries Settlement Program.

If you submit a valid claim under the Interstate Batteries Settlement Program, you will also be releasing the following claims:

If any eligible Settlement Class Member elects to make a claim under the Interstate Batteries Settlement Program and is issued a check card or product voucher under that program, he or she will be required in exchange to 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 in the Litigation. The claimant will also release the Released Parties from any and all claims (whether styled as legal, equitable, monetary, or otherwise, known or UNKNOWN) that the claimant has on the date the claimant submits a tier-one or tier-two claim form and that relate to the claimant’s purchase, use, return of, or warranty on his or her original battery, or the purchase of his or her Replacement Battery. Any eligible Settlement Class Member who makes a claim under the Interstate Batteries Settlement Program will not release any claims he or she may have against the Released Parties for personal injury or property damage. The exact terms and form of that release are printed on the claim forms, which are available on www.InterstateBatteriesSettlement.com.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court appointed the law firm Girard Gibbs LLP of San Francisco, California to represent you and other Settlement Class Members. This law firm is called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will the lawyers be paid? What will the Class Representative, Mr. Milano, receive?

Class Counsel will ask the Court for attorneys’ fees and expenses up to \$1,050,000, and a payment of \$1,250 to the Class Representative, Deno Milano. The Court may award less than these amounts. Defendants will separately pay the attorneys’ fees and expenses and the payment to the Class Representative that the Court awards. These amounts will not come out of the funds for payments to Class Members. Defendants have agreed not to oppose these fees and expenses. Defendants will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

22. How do I tell the Court that I don’t like the settlement, attorneys’ fees, or payment to the Class Representative?

If you’re a Settlement Class Member, you can object to the proposed settlement if you don’t like any part of it, including the attorneys’ fees or payment to the Class Representative. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Milano v. Interstate Battery System of America, Inc.* Be sure to include your name, address, telephone number, your signature, all the reasons you object to the settlement, and a list of any other class action settlements that you objected to during the past five years. Your objection must also state if either you or your attorney intends to appear at the Final Approval Hearing, explained below in the next section. Mail the objection to the Settlement Administrator at the following address, postmarked no later

than May 18, 2012: *Milano v. Interstate Battery System of America*, c/o GCG, P.O. Box 9782, Dublin, OH 43017-5682. If you do not mail an objection that satisfies the requirements listed above, you will not have standing to appeal the Court's decision.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

23. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on June 28, 2012, in Courtroom 2, Oakland Courthouse, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Wilken may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. If you want to find out if the date of the Fairness Hearing has changed, visit the Class Settlement Website at www.InterstateBatteriesSettlement.com.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Wilken may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

25. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Milano v. Interstate Battery System of America, Inc.*" Be sure to include your name, address, telephone number, signature, and a statement of all issues you wish to address at the hearing, and whether you or your attorney want to speak at the hearing. Your Notice of Intention to Appear must be postmarked no later than May 18, 2012, and be sent to the Settlement Administrator, at the address above in section 22.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing and the Amended Settlement Agreement is finally approved by the Court, Interstate Batteries will still be required to improve its warranty practices and to implement the Interstate Batteries Settlement Program for eligible Class Members. You will release certain equitable claims against the Released Parties but retain your rights to pursue certain individual claims you may have.

GETTING MORE INFORMATION

27. Are there more details about the settlement?

This notice is only a summary of the proposed settlement. **The complete terms of the settlement are contained in the Amended Settlement Agreement**, which appears at www.InterstateBatteriesSettlement.com and www.GirardGibbs.com/InterstateBatteries.asp. You can also get a copy of the Amended Settlement Agreement by writing to Class Counsel at Girard Gibbs LLP c/o Eric H. Gibbs, 601 California St., 14th Floor, San Francisco, CA 94108. This notice uses several defined, capitalized terms, such as "Previous Interstate Batteries' Pro-Rata Warranty," "Replacement Battery," and "Released Parties." These terms are defined in the Amended Settlement Agreement.

28. How do I get more information?

You can visit www.InterstateBatteriesSettlement.com, where you will find claim forms, the Amended Settlement Agreement, other court documents, and other information to help you determine whether you are a Class Member and whether you may be eligible for a check card or product voucher.