

EXHIBIT

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE AUTOMOTIVE PARTS
ANTITRUST LITIGATION

: Master File No. 2:12-md-02311
: Honorable Marianne O. Battani

BODY SEALING PRODUCTS

: Case No. 2:16-cv-03403-MOB-MKM

THIS DOCUMENT RELATES TO:
END-PAYOR ACTION

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 6th day of September 2018 (“Execution Date”) by and between GREEN TOKAI CO., Ltd. (“GTC”) and End-Payor Plaintiff Class Representatives (“End-Payor Plaintiffs”), both individually and on behalf of a class of indirect purchasers of Body Sealing Products (“Settlement Class”), as more particularly defined in Paragraph 12 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (“MDL Litigation”) and Case No. 2:16-cv-03403 (“Action”) on their own behalf and on behalf of the Settlement Class;

WHEREAS, End-Payor Plaintiffs initially named GTC’s parent company, Tokai Kogyo Co., Ltd. (“Tokai”) as a Defendant, but on December 13, 2016, dismissed Tokai without prejudice to resolve Tokai’s motion to dismiss for lack of personal jurisdiction.

WHEREAS, End-Payor Plaintiffs allege that they were injured as a result of GTC’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig

bids, and allocate markets and customers for Body Sealing Products (as defined in Paragraph 7) in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in End-Payor Plaintiffs' Amended Class Action Complaint ("Complaint").

WHEREAS, GTC denies End-Payor Plaintiffs' allegations and has asserted defenses to End-Payor Plaintiffs' claims in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for GTC, and this Agreement has been reached as a result of those negotiations;

WHEREAS, End-Payor Plaintiffs, through Settlement Class Counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against GTC, according to the terms set forth below, is in the best interests of End-Payor Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Injunctive Relief and Cooperation (as those terms are defined below) that GTC has agreed to provide pursuant to this Agreement;

WHEREAS, GTC, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against GTC with respect to Body Sealing Products based on the allegations in the Action, as more particularly set out below.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and except as hereinafter provided, without costs as to End-Payor Plaintiffs, the Settlement Class, or GTC, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “End-Payor Plaintiff Class Representatives” means those Settlement Class Members, as defined in Paragraph 14, below, who are named plaintiffs in the Complaint.

2. “Cooperation” shall refer to those provisions set forth below in Paragraphs 33-45.

3. “Cooperation Materials” means any information, testimony, Documents (as defined below) or other material provided by GTC or any Releasee under the terms of this Agreement.

4. “Defendant” means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Federal Rule of Civil Procedure (“Rule”) 23(e).

5. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a), including without limitation, electronically stored information. A draft or non-identical copy is a separate Document within the meaning of this term.

6. “Indirect Purchaser States” means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York,

North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

7. “Body Sealing Products” shall have the meaning set forth in Paragraph 2 of the Complaint, and includes without limitation, body-side opening seals, door-side weatherstripping, glass-run channels, trunk lid seals, hood lid seals, weatherstrips, moldings, garnishes, and other automotive parts that function to trim the doors, hoods, and compartments of vehicles, or to keep noise, debris, rainwater and wind from entering the vehicle and control vehicle vibration.

8. “Opt-Out Deadline” means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class.

9. “Released Claims” means the Claims described in Paragraphs 23-24.

10. “Releasees” shall refer jointly and severally, individually and collectively, to (i) GTC, (ii) Tokai, (iii) all of GTC’s and Tokai’s past and present direct and indirect, parents, subsidiary companies and affiliates, including their respective predecessors, successors and assigns, and (iv) each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each and every of the foregoing. “Releasees” does not include any current or former defendant in the MDL Litigation other than Tokai and GTC.

11. “Releasers” shall refer jointly and severally, individually and collectively, to End-Payor Plaintiffs Class Representatives and the Settlement Class Members, as defined in Paragraphs 12 and 14, below, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or

corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

12. For purposes of this Agreement, the "Settlement Class" is defined as:

All persons and entities that, from January 1, 2000, through the Execution Date, purchased or leased a new Vehicle in the United States not for resale, which included one or more Body Sealing Product(s) as a component part, or indirectly purchased one or more Body Sealing Product(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Body Sealing Products directly or for resale.

13. "Settlement Class Counsel" shall refer to the law firms of:

Cotchett, Pitre, & McCarthy LLP
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010

Robins Kaplan LLP
399 Park Avenue, Suite 3600
New York, NY 10022

Susman Godfrey L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

14. "Settlement Class Member" means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

15. "Settlement Amount" shall be \$950,000, and the "Settlement Fund" shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 26.

16. “Vehicle” or “Vehicles” shall refer to any new four-wheeled passenger automobile, van, sports utility vehicle, and crossover or pick-up truck.

B. Approval of this Agreement and Dismissal of Claims Against GTC.

17. End-Payor Plaintiffs and GTC shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Rules 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

18. Within thirty (30) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (“Preliminary Approval Motion”). The Preliminary Approval Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 20 below.

19. End-Payor Plaintiffs, at a time to be decided in their sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all Settlement Class Members identified by End-Payor Plaintiffs (“Notice Motion”). To mitigate the costs of notice, End-Payor Plaintiffs shall endeavor, if practicable, to disseminate notice of this settlement with notice of any other settlements reached in the MDL Litigation. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

20. End-Payor Plaintiffs shall seek, and GTC will not object unreasonably to, the entry of an order and final judgment in the Action. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

- (a) certifying the Settlement Class described in Paragraph 12, pursuant to Rule 23, solely for purposes of this settlement as Settlement Class for the Action;

(b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 and directing its consummation according to its terms;

(c) directing that all Releasors shall, by operation of law, be deemed to have released all Releasees from the Released Claims.

(d) as to Tokai and GTC, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(e) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration and consummation of this settlement, to the United States District Court for the Eastern District of Michigan;

(f) determining under Rule 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to Tokai and GTC shall be final; and

(g) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including GTC, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in the Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

21. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Rule 23(e) and has entered a final judgment dismissing the Action with prejudice as to Tokai and GTC and without costs other than those provided for in this Agreement, and (ii) the time for

appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Tokai and GTC described in (i) above has expired or, if appealed, approval of this Agreement and the final judgment in the Action as to Tokai and GTC has been affirmed in its entirety by the Court of last resort to which such appeal has been taken, and such affirmance has become no longer subject to further appeal or review, and no other motion or pleading is pending in any court. It is agreed that the provisions of Rule 60 shall not be taken into account in determining the above-stated times. On the date that End-Payor Plaintiffs and GTC have executed this Agreement, End-Payor Plaintiffs and GTC shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 26(h) or 46 of this Agreement.

22. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, Documents, or discussions associated with them (including any Cooperation Materials), shall be deemed or construed to be an admission by Tokai or GTC, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Tokai or GTC, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, or any other action, arbitration, or other proceeding whatsoever, against Tokai or GTC. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to the Agreement, subject to the limitations in this Agreement, against any other defendants in the MDL Litigation or in confidential settlement discussions, or to develop and promulgate a plan of allocation and distribution. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings

connected with it, nor any other action taken to carry out this Agreement by Tokai or GTC, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

C. Release, Discharge, and Covenant Not to Sue.

23. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 21 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 25 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to (i) any conduct alleged in the Complaint, and/or (ii) any act or omission of the Releasees (or any of them) concerning Body Sealing Products, including, but not limited to, any conduct and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaint filed in the Action (“Released Claims”), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Body Sealing Products; (2) any claims made by automotive dealerships

that are indirect purchasers of Body Sealing Products; (3) any claims made by any State, State agency, or instrumentality or political subdivision of a State as to government purchases and/or penalties; (4) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities or similar claim relating to Body Sealing Products; (5) claims concerning any automotive part other than Body Sealing Products; (6) claims under laws other than those of the United States relating to purchases of Body Sealing Products made by any Releasor outside of the United States; and (7) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless this Agreement, for any reason, is rescinded or terminated pursuant to Paragraph 46.

24. In addition to the provisions of Paragraph 23 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 21 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Body Sealing Products conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any equivalent law or statute of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 23 of this Agreement, but each Releasor hereby expressly

waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that GTC and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 23, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

25. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, GTC, shall pay or cause to be paid the Settlement Amount of U.S. \$950,000. The Settlement Amount shall be paid in U.S. dollars into an escrow account to be administered in accordance with the provisions of Paragraph 26 of this Agreement (“Escrow Account”) within thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date GTC is provided with the account number, account name and wiring transfer information for the Escrow Account.

26. Escrow Account.

(a) The Escrow Account will be established at Wells Fargo Bank with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions regarding investment types and reinvestment of income and proceeds mutually acceptable to Settlement Class Counsel and GTC, such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody’s Investor Services and Standard and Poor’s, invested substantially in such instruments, and shall reinvest any income

from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. GTC and other Releasees shall bear no risk related to the management and investment of the Settlement Fund.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) End-Payor Plaintiffs and GTC agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treas. Reg. § 1.468B-1. In addition, Settlement Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 26, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Settlement Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Amount being a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator of the Settlement Fund shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such

returns (as well as the election described in Paragraph 26(d) above) shall be consistent with Paragraph 26(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 26(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon GTC or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 26(d) through 26(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 26(e) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither GTC nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). GTC shall not be responsible or have any liability therefor. End-Payor Plaintiffs and GTC agree to cooperate with the Escrow Agent, each other, and their tax attorneys

and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 26(d) through 26(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 12, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by GTC into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 26 and 29), shall be returned to GTC from the Escrow Account by the Escrow Agent, along with any interest accrued thereon, within thirty (30) calendar days of the court's final determination denying final approval of the Agreement and/or Settlement Class.

27. Injunctive Relief.

Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, Tokai further agrees that it will not engage in conduct that constitutes a *per se* violation of Section 1 of the Sherman Act (whether characterized as price fixing, market allocation, bid rigging, or otherwise) with respect to the sale of Body Sealing Products for a period of twenty-four (24) months from the date of the entry of an order of preliminary approval.

28. Exclusions from the Settlement Class.

Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement

Class Member(s) and shall be bound by the Settlement Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt Out Deadline, provide GTC with a list and copies of all opt out requests it receives in the Action, and shall file with the Court a list of all Settlement Class Members who timely and validly opted out of the settlement.

(a) Subject to Court Approval, any member of the Settlement Class who submits a valid and timely request for exclusion from the Settlement Class will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. Tokai and GTC reserve all of their legal rights and defenses, including, but not limited to, any defenses relating to whether any excluded member of the Settlement Class is an indirect purchaser of Body Sealing Products or has standing to bring any claim against Tokai or GTC, or whether the court has personal jurisdiction over Tokai.

(b) Subject to Court Approval, in the written request for exclusion, the member of the Settlement Class must state his, her, or its full name, street address, and telephone number. Further, the member of the Settlement Class must include a statement in the written request for exclusion that he, she, or it wishes to be excluded from the Settlement Class. Any member of the Settlement Class that submits a written request for exclusion may also identify the number of Vehicles purchased from January 1, 2000 through the Execution Date of this Agreement as requested in the notice to the Settlement Class as provided in Paragraph 19.

(c) GTC or Settlement Class Counsel may dispute an exclusion request, and the parties shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position, and, if necessary, obtain a ruling thereon within thirty (30) days of the Opt-Out Deadline.

29. Payment of Expenses.

(a) GTC agrees to permit use of a maximum of US\$250,000 of the Settlement Fund to be used towards GTC's pro rata share of the costs of notice to the Settlement Class and the costs of administration of the Settlement Fund. GTC's share of the notice and administration expenses are not recoverable if this settlement does not become final or is terminated but only to the extent such funds have actually been expended or incurred for notice and administration costs. Other than as set forth in Paragraphs 26 and 29, GTC shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials, or the negotiation of other settlements, or for class administration and costs.

(b) To mitigate the costs of notice and administration, End-Payor Plaintiffs shall use their best efforts, if practicable, to disseminate notice with any other settlements reached with other defendants in the MDL Litigation and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

E. The Settlement Fund.

30. After this Agreement becomes final within the meaning of Paragraph 21, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 29 of this Agreement.

31. End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses and costs, as provided by Court Order. GTC and the other Releasees shall not be liable for any costs, fees, or expenses of any of End-Payor Plaintiffs or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

32. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards for Class Representatives.

(a) Settlement Class Counsel may, at a time to be determined in its sole discretion after preliminary approval, submit an application or applications to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action and incentive awards, plus interest on such attorneys' fees, costs, and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid), as may be awarded by the Court ("Fee and Expense Award"). Settlement Class Counsel reserves the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall GTC or any other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) Subject to Court approval, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and incentive awards. Attorneys' fees and expenses awarded by the Court shall be payable from the

Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 26(h) or Paragraph 46.

(c) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs, and expenses, and incentive awards for class representatives to be paid out of the Settlement Fund is not part of this Agreement, and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect the finality of the final approval of the settlement.

(d) Neither GTC nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or End-Payor Plaintiffs of any Fee and Expense Award in the Action.

(e) Neither GTC nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, End-Payor Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

F. Cooperation.

33. In return for the release and discharge provided herein, GTC agrees to pay the Settlement Amount and be bound by the Injunctive Relief described in Paragraph 27, and further

agrees to provide Cooperation as set forth in Paragraphs 34-45 below. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with GTC's obligations to Government Entities (defined as the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission ("JFTC"), the European Commission ("EC"), or any other government entity.

34. After conducting a reasonable search, and within forty-five (45) days of the Court granting preliminary approval of this Agreement, GTC shall, to the best of its knowledge, identify those Vehicles sold in the United States from January 1, 2000 through the Execution Date of this Agreement that contain Body Sealing Products sold by GTC.

35. In the event that GTC produces Documents, including translations, or provides declarations or written responses to discovery to any party or nonparty in the Actions in the MDL Litigation, concerning or relating to the Actions ("Relevant Production"), GTC shall produce all such Documents, declarations or written discovery responses to End-Payor Plaintiffs contemporaneously with making the Relevant Production. In addition, GTC shall provide End-Payor Plaintiffs with all cooperation it provides pursuant to any settlement agreement with other parties in this MDL Litigation, including, but not limited to, the Direct Purchaser Plaintiffs. To the extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those, if any, already provided for in this Agreement, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask questions for a period up to three (3) hours at any interview or deposition (provided that this shall not expand the time permitted for any deposition). All such additional Cooperation shall be coordinated, to the extent reasonably practicable, between Settlement Class Counsel, settlement class counsel for Automobile Dealer

Plaintiffs “Auto Dealer Settlement Class Counsel”), and settlement class counsel for the Direct Purchaser Plaintiffs, or such other party whom such cooperation is provided pursuant to a settlement agreement. End-Payor Plaintiffs’ receipt of, or participation in, cooperation provided by GTC shall not in any way limit End-Payor Plaintiffs’ entitlement to receive Cooperation as set forth in this Section F, including, but not limited to, attorney proffers, witness interviews, and depositions.

36. Settlement Class Counsel agree to request the additional cooperation set forth in Paragraphs 37-41 below (“Additional Cooperation”) only if such Additional Cooperation is reasonably necessary for the prosecution of the Action because End-Payor Plaintiffs amend its Complaint to name additional defendants or one or more of the settlements in the Action do not receive final approval pursuant to Paragraph 21 of this Agreement. GTC shall only be obligated to provide Additional Cooperation with respect to the relevant Action for which such cooperation is reasonably necessary. Settlement Class Counsel shall notify GTC within seven (7) days if they believe the conditions for Additional Cooperation have been met.

37. Settlement Class Counsel shall not notice or cause any other person to notice any deposition of any GTC current or former employee less than 60 days after all conditions for Additional Cooperation are met. This Agreement does not otherwise restrict Settlement Class Counsel from noticing, attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel together with Auto Dealer Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of any GTC current or former

employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 41. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under this Paragraph are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

38. Identity of Individuals. Within five (5) business days of Settlement Counsel's request, but not earlier than fourteen (14) business days after the conditions for Additional Cooperation have been met, Counsel for GTC shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of GTC who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of Body Sealing Products; (2) appeared before the grand jury or the trial jury in the DOJ's investigation into alleged antitrust violations with respect to Body Sealing Products; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Body Sealing Products. Counsel for GTC shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current and former employee, director or officer of GTC was identified and before which they appeared.

39. Transactional Data. If the conditions for Additional Cooperation are met, GTC will use its best efforts to complete the production of transactional data no later than forty-five (45) days after Settlement Class Counsel's request concerning GTC's sales of Body Sealing Products sold to Original Equipment Manufacturers or other purchasers of Body Sealing Products from January 1, 1998 through the Execution Date. In addition, if the conditions for Additional Cooperation are met, GTC will provide, in response to a written request from

Settlement Class Counsel, a single production of electronic transactional data generated during the two years after the Execution Date of this Agreement concerning Body Sealing Products, as it exists in GTC's electronic databases at the time of the request, within forty-five (45) days of the receipt of such request. GTC shall preserve such transactional data until two (2) years after the Execution Date of this Agreement. GTC will produce transaction data only from existing electronic transaction databases, except that, to the extent GTC has not recorded or maintained electronic transaction data relating to Body Sealing Products for any period between January 1, 1998 and two (2) years from the Execution Date of this Agreement, then GTC will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction database.

40. Documents. If the conditions for Additional Cooperation are met, GTC will use its best efforts to complete the production of the following Documents, including English translations, to the extent they exist, no later than thirty (30) days after Settlement Class Counsel's request: (1) Documents, including any translations, provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to Body Sealing Products; (2) non-privileged Documents concerning Body Sealing Products collected and reviewed in connection with a communication, meeting, or agreement regarding Body Sealing Products, by any employee, officer or director of GTC with any employee, officer, or director of another manufacturer or seller of Body Sealing Products, but that were not provided to or seized by Government Entities; (3) Documents sufficient to show GTC's determination of prices for Body Sealing Products; (4) Documents relating to requests for quotation ("RFQ"), bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments for Body Sealing Products, including any Annual Price Reduction

(APR) Documents; and (5) Documents or non-public information regarding collusion with respect to any other automotive part that is the subject of the MDL Litigation. As to Documents in GTC's possession, custody, or control that are not listed above, GTC will consider in good faith any reasonable request by End-Payor Plaintiffs to collect and produce such Documents provided the request would not impose an undue burden on GTC.

41. Attorney Proffers and Witness Interviews.

If the conditions for Additional Cooperation are met:

(a) GTC's counsel will make themselves available at a mutually agreed location in the United States for up to two (2) meetings of one business day each, within thirty (30) business days after Settlement Class Counsel's request, to provide an attorneys' proffer of facts known to them regarding Body Sealing Products. Thereafter, GTC's counsel will make themselves available for reasonable follow-up conversations in connection with the attorney's proffers, and will use best efforts to respond to questions posed by Settlement Class Counsel.

(b) GTC further agrees to make three (3) persons knowledgeable regarding Body Sealing Products available for interviews and depositions, provide three (3) declarations or affidavits from the same persons, and make those persons available to testify at trial. If mutually agreed, such interviews and depositions may occur via videoconference or teleconference. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States, and each deposition shall be limited to a total of seven (7) hours over one (1) day unless the deposition is in a language other than English, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) days. If the deposition or trial takes place outside the country of the witness's residence, Settlement Class

Counsel and settlement class counsel for Automobile Dealership Plaintiffs shall together reimburse half the reasonable travel costs incurred by such persons for time or services rendered. Such travel expenses may include economy airfare, meals, lodging and ground transportation, but not airfare for business or first class seats. Reimbursable expenses shall not exceed \$1,500 per deponent or trial witness. If the interview and the above-described deposition occur during the same trip, the above-limitations will apply to that trip. Settlement Class Counsel shall provide GTC with no less than 30 calendar days' notice prior to the requested date of any such interview, deposition, or trial testimony.

(c) In addition to its Cooperation obligations set forth herein, GTC agrees to produce through affidavit(s), declaration(s), and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any Documents or transactional data produced or to be produced by GTC or Tokai. Settlement Class Counsel agrees to use their best efforts to obtain stipulations that would avoid the need to call GTC or Tokai witnesses at trial for the purpose of obtaining such evidentiary foundations.

42. GTC's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, GTC's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment has been entered in all actions in *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311, against all Defendants. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 21.

43. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against GTC, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any Documents provided by GTC and/or the other Releasees, their counsel, or any individual made available by GTC pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). This limitation shall not apply to any discovery of GTC which Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against GTC in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 21, or in the event that it is terminated by either party under any provision herein.

44. GTC and other Releasees need not respond to formal discovery requests from End-Payor Plaintiffs or otherwise participate in the Action during the pendency of this Agreement, with the exception of the Cooperation provisions set forth above. Other than to enforce the terms of this Agreement, neither GTC nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of this Agreement.

45. If Settlement Class Counsel believes that GTC or any current or former employee, officer or director of GTC has failed to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such Cooperation. Nothing in this

provision shall limit in any way GTC's ability to defend the level of Cooperation it has provided or to defend its compliance with the terms of the Cooperation provisions in this Agreement.

G. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

46. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 21 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in their entirety, then GTC and End-Payor Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 58. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

47. In the event that this Agreement does not become final as set forth in Paragraph 21, or this Agreement otherwise is terminated pursuant to Paragraph 46, then (a) this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to GTC less only disbursements made in accordance with Paragraphs 26 and 29 of this Agreement. If this Agreement does not become final, GTC expressly reserves all rights and defenses and the parties further agree that Tokai also retains all rights and defenses, including but not limited to the defense of lack of personal jurisdiction.

48. Further, and in any event, End-Payor Plaintiffs and GTC agree that this Agreement, whether or not it shall become final, and any and all negotiations, Documents, and

discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by GTC, or the other Releasees, to be used against GTC, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL Litigation, to be used against GTC, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation or in any other action or proceeding, against GTC or any other Releasee. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation Materials produced by GTC against any other defendants in any actions in the MDL Litigation or in confidential settlement discussions to establish (i) or (ii) above.

49. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement.

50. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 17-21 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

H. Miscellaneous.

51. GTC shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

52. This Agreement does not settle or compromise any claim by End-Payor Plaintiffs or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by End-Payor Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and

all former, current, or future Defendants or co-conspirators or any other person other than GTC and the other Releasees, for sales made by GTC and GTC's alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. GTC's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than GTC's and the other Releasees. GTC shall not be responsible for any payment to End-Payor Plaintiffs other than the amount specifically agreed to in Paragraph 25 of this Agreement.

53. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by End-Payor Plaintiffs and GTC, including challenges to the reasonableness of any party's actions required by this Agreement. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. GTC and the Releasees will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

54. This Agreement constitutes the entire, complete and integrated agreement among End-Payor Plaintiffs and GTC pertaining to the settlement of the Action, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between End-Payor Plaintiffs and GTC in connection herewith. This Agreement may not be modified or amended except in writing executed by End-Payor Plaintiffs and GTC, and approved by the Court.

55. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of End-Payor Plaintiffs and GTC and the Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by End-Payor Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than GTC which is a party hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

56. This Agreement may be executed in counterparts by End-Payor Plaintiffs and GTC, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

57. Neither End-Payor Plaintiffs nor GTC shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

58. Where this Agreement requires either party to provide notice or any other communication or Document to the other, such notice shall be in writing, and such notice, communication or Document shall be provided by facsimile, or electronic mail (provided that the recipient acknowledges having received that email, with an automatic “read receipt” or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

59. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement subject to Court approval.

[signature pages follow]

Dated: September 6, 2018



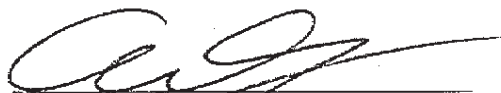
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Dated: September ____, 2018

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Dated: September 6th, 2018



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