

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

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	Master File No. 12-md-02311
PRODUCTS: AUTOMOTIVE WIRE HARNESS SYSTEMS	Case No. 12-cv-00103-MOB-MKM
THIS DOCUMENT APPLIES TO: ALL END-PAYOR ACTIONS	Hon. Marianne O. Battani

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is made and entered into this 24th day of August 2015 (“Execution Date”) by and between Fujikura, Ltd. and Fujikura Automotive America LLC (together, “Fujikura”), and End-Payor Plaintiffs Class Representatives (collectively, “End-Payor Plaintiffs”), both individually and on behalf of a class of end-payor indirect purchasers of Automotive Wire Harness Systems (the “Settlement Class”), as more particularly defined in Paragraph 11 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In Re Automotive Parts Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the “MDL Litigation”), Case No. 12-cv-00103 (the “Action”) on their own behalf and on behalf of the Settlement Class against, among others, Fujikura;

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

allocate markets and customers for Automotive Wire Harness Systems (as defined below) 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' Third Consolidated Class Action Complaint in the Action (the "Complaint");

WHEREAS, Fujikura denies End-Payor Plaintiffs' allegations and has asserted defenses to End-Payor Plaintiffs' claims;

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

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

WHEREAS, the Action will continue against Defendants (as defined below) that are not Releasees (as defined below);

WHEREAS, Fujikura, 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 Fujikura with respect to Automotive Wire Harness Systems based on the allegations in the Action, as

more particularly set out below;

WHEREAS, Fujikura has agreed to provide Cooperation to End-Payor Plaintiffs in the ongoing prosecution of the Action as set forth in this Agreement, and such Cooperation will reduce End-Payor Plaintiffs' substantial burden and expense associated with prosecuting the Action; and

WHEREAS, End-Payor Plaintiffs recognize the benefits of Fujikura's Cooperation and recognize that because of joint and several liability, this Agreement with Fujikura does not impair End-Payor Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action:

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 Fujikura, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Cooperation" refers to those provisions set forth below in Paragraphs 32-40.
2. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by Fujikura under the terms of this Agreement.
3. "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 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e).

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

5. “End-Payor Plaintiffs Class Representatives” means those Settlement Class Members, as defined in Paragraph 13, below, who are named plaintiffs in the Complaint.

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. For purposes of this Agreement, “Automotive Wire Harness Systems” shall mean automotive wire harnesses, speed sensor wire assemblies, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, high voltage wiring, and power distributors.

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 Classes

9. “Releasees” shall refer to Fujikura and to all of its respective past and present, direct and indirect, parents, subsidiaries, associates, and affiliates, including but not limited to the predecessors, successors and assigns of each of the above; and 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 of the foregoing. “Releasees” does not include any defendant in the MDL Litigation other

than Fujikura.

10. “Releasers” shall refer to End-Payor Plaintiffs Class Representatives and the members of the Settlement Class, as defined in Paragraph 11 below, and to their past and present officers, directors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, 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.

11. For purposes of this Agreement, the “Settlement Class” is defined as:

All persons and entities from January 1, 1999, through the Execution Date who: purchased or leased a new vehicle in the United States not for resale, which included one or more Automotive Wire Harness Systems as a component part, or indirectly purchased one or more Automotive Wire Harness System(s) as a stand-alone replacement part, which were manufactured or sold by Fujikura, any current or former subsidiary of Fujikura, or any co-conspirator of Fujikura. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Automotive Wire Harness Systems directly or for resale.

12. “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 Kapan LLP
601 Lexington Avenue, Suite 3400
New York, NY 10022

Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

13. “Settlement Class Member” means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

14. “Settlement Amount” shall be US \$7,144,000 as specified in Paragraph 24.

15. “Settlement Fund” shall be the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 25.

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

16. End-Payor Plaintiffs and Fujikura 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 Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

17. Within fifteen (15) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Motion”). The 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 19 below. The text of these proposed orders shall be agreed upon by End-Payor Plaintiffs and Fujikura before submission of the Motion. Fujikura shall have a reasonable opportunity to review and comment on the Motion, and End-Payor Plaintiffs shall reasonably consider Fujikura’s comments.

18. 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 (the “Notice Motion”). In order to mitigate the costs of notice, the End-Payor Plaintiffs

shall endeavor, if practicable, to disseminate notice with any other settlements reached. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

19. End-Payor Plaintiffs shall seek, and Fujikura will not object unreasonably to, the entry of an order and final judgment, the text of which End-Payor Plaintiffs and Fujikura shall agree upon. 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 11, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this Settlement as a settlement class;

(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 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

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

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

(e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Fujikura shall be final; and

(f) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including Fujikura, to contest

certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in this 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.

20. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to Fujikura 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 Fujikura described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Fujikura have been affirmed in their 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. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that End-Payor Plaintiffs and Fujikura have executed this Agreement, End-Payor Plaintiffs and Fujikura shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 25(h) or 41 of this Agreement.

21. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them (including Cooperation Materials produced pursuant to Paragraphs 32-40), shall be deemed or construed to be an admission by Fujikura, or evidence of any violation of any statute or law or of

any liability or wrongdoing whatsoever by Fujikura, to be used against Fujikura, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, to be used against Fujikura, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, arbitration, or proceeding, against Fujikura. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 32-40, against any other defendants in the Automotive Parts Antitrust Litigation, 12-md-02311, to establish any of the above, subject to the terms and conditions set forth in the Protective Order in the Action, except as stated in Paragraph 36(a) and (f). 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 Fujikura, 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.

22. 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 20 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 24 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) under any federal, state or local law of any jurisdiction in the United States, that Releasors, or each 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 any conduct alleged in the Complaint or any act or omission of the Releasees (or any of them), concerning Automotive Wire Harness Systems 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 complaints filed in the Action (the “Released Claims”), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Automotive Wire Harness Systems as to such direct purchasers; (2) any claims made by automotive dealerships that are indirect purchasers of Automotive Wire Harness Systems; (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 Automotive Wire Harness Systems; (5) claims concerning any automotive part other than Automotive Wire Harness Systems; (6) claims under laws other than those of the United States relating to purchases of Automotive Wire Harness Systems made 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.

23. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby

expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning Automotive Wire Harness Systems 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law 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 22 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 Fujikura and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 22, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

24. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Defendant Fujikura Corporation, on behalf of the Fujikura defendants, shall pay the Settlement Amount. The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the "Escrow Account") within 30 days following entry of an order preliminarily approving this Agreement.

25. Escrow Account.

(a) The Escrow Account will be established at Wells Fargo & Company with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and Fujikura, such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

(b) The Escrow Agent shall cause the Settlement Amount deposited in the Escrow Account, as well as the resulting Settlement Fund, 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.

(c) The Settlement Fund 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) The Settlement Fund is, and shall be operated in a manner so that it qualifies as, a qualified settlement fund under section 468B of the Internal Revenue Code, as amended (the “Code”), and Treas. Reg. § 1.468B-1, *et seq.*, and End-Payor Plaintiffs, Settlement Class Counsel, and Fujikura agree to treat the Settlement Fund as being at all times a qualified settlement fund. In addition, Settlement Class Counsel shall timely take such actions as are necessary to create and maintain the Settlement Fund’s status as a qualified settlement funding, including to timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 22, including the relation-back election (as defined in Treas. Reg. § 1.468B-

1(j)(2)) 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.

(e) For the purpose of section 468B of the Code, and Treasury Regulation § 1.468B-2(k)(3), the administrator shall be Settlement Class Counsel. Settlement Class Counsel, as administrator, be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under section 468B of the Code, including, but not limited to, filing all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the information and tax returns described in Treas. Reg. §§ 1.468B-2(k)-(l)). Such returns (as well as the election described in Paragraph 25(d)) shall be consistent with Paragraph 25(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 25(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 Fujikura 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 25(d) through 25(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 25(e) (“Tax Expenses”), shall be timely paid out of the Settlement Fund, by the Escrow Agent.

(g) Neither Fujikura nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses, and shall be indemnified and held harmless for such amounts by the Settlement Fund. 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. § 1.4688-2(1)(2)). Neither Fujikura nor any other Releasee nor their respective counsel shall be responsible or have any liability therefor. End-Payor Plaintiffs and Fujikura 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 25(d) through 25(g).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 11, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Fujikura into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 27), shall be returned to Fujikura from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court’s denial of final approval of the Agreement and/or Settlement Class.

26. Exclusions.

Within ten (10) business days after the Opt-Out Deadline, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Fujikura. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Fujikura reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member is an indirect purchaser of any allegedly price-fixed Automotive Wire Harness Systems and/or has standing to bring any claim.

27. Payment of Expenses.

(a) Fujikura agrees to permit use of a portion of the Settlement Fund towards the costs of notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses are not recoverable if this Settlement does not become final or is terminated to the extent such funds have actually been expended or incurred for notice and administration costs. Other than as set forth in this Paragraph 27 and Paragraph 36, Fujikura 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 any Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

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

E. The Settlement Fund.

28. Releasors' sole recourse for settlement and satisfaction against the Releasees of

all Released Claims is against the Settlement Fund, and Releasors shall have no other recovery against Fujikura or any other Releasee.

29. After this Agreement becomes final within the meaning of Paragraph 20, 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 27 of this Agreement.

30. 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. Fujikura and the other Releasees shall not be liable for any costs, fees, or expenses of any of End-Payor Plaintiffs or the Settlement Class's 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.

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

(a) Settlement Class Counsel may submit an application or applications to the Court (the "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 (the "Fee and Expense Award"). Settlement

Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall Fujikura 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. 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 25(h) or Paragraph 41.

(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 are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and 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 or delay the finality of the judgment approving the settlement.

(d) Neither Fujikura 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 of any Fee and Expense Award in the Action.

(e) Neither Fujikura 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, 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.

32. In return for the Release and Discharge provided herein, Fujikura agrees to pay the Settlement Amount and agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 32-40 below, until final judgment of all Automotive Wire Harness Systems claims by End-Payor Plaintiffs in the Action or dismissal with prejudice of all Automotive Wire Harness Systems claims by End-Payor Plaintiffs in the Action (“Termination Orders”), whichever is earlier.¹ Cooperation will take place consistent with the timing set forth specifically in Paragraphs 32-41 below, and in a manner that is in compliance with Fujikura’s obligations to the United States Department of Justice (“DOJ”), the Japanese Fair Trade Commission, and/or the European Commission (collectively referred to herein as “Government Entities”). All Cooperation shall be coordinated so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, and shall not impose undue burden and expense on Fujikura.

¹ Fujikura’s Cooperation obligations shall continue until the time for appeal or to seek permission to appeal from the Court’s Termination Orders has expired or, if appealed, approval of the Termination Orders have been affirmed in their 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.

33. Within thirty (30) business days after Preliminary Approval, to the extent not already provided, counsel for Fujikura shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Fujikura who: (1) were interviewed and/or prosecuted by any of the Government Entities in connection with alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity concerning the sale of Automotive Wire Harness Systems to the extent such interviews or prosecutions related in any way, directly or indirectly, to automobiles manufactured and sold in the United States; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Automotive Wire Harness Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ Information against, and Plea Agreement with, Fujikura Ltd. with respect to Automotive Wire Harness Systems. Neither Fujikura nor Counsel for Fujikura shall be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of Fujikura was identified or before which they appeared.

34. Except as set forth therein and to the extent not already produced, Fujikura will use its best efforts, to the extent it is reasonable, to substantially complete the production of the following Documents in Fujikura's possession, custody, or control no later than one hundred eighty (180) calendar days after Preliminary Approval by the Court of this Agreement:

(a) U.S.-automobile-related transactional data that are kept in electronic databases and concern Fujikura's wire harness business units' bids for and sales of Automotive Wire Harness Systems to Original Equipment Manufacturers ("OEMs") or other purchasers of Automotive Wire Harness Systems ("Transactional Data") from January 1, 1997 to two years from the Execution Date of this Agreement, including the following information: (1) the date for

each bid, price submission, or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions formulated but not submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid or price submission was submitted and each sale was made; (6) the model, model year(s) and brand of car for which each bid or price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Automotive Wire Harness Systems sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the Fujikura entity which submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and/or other price adjustment made to the Automotive Wire Harness Systems sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids submitted by competitors, including each winning bid; (14) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) Fujikura's profits, losses and margins on the products comprising Automotive Wire Harness Systems and other reasonably available financial information, *e.g.* balance sheets and ledger data; (17) data showing Fujikura's costs to produce the products comprising Automotive Wire Harness Systems; (18) product description and identification information (including codes, identifiers, and/or part numbers); and (19) any other Transactional Data reasonably agreed to in writing between Fujikura's counsel and Settlement Class Counsel. It is understood that certain categories of the aforementioned information are not maintained by Fujikura in the form of Transactional Data. This request does not require Fujikura to compile any data from any less centralized or comprehensive source including without limitation individual invoices, purchase orders, personal computers, hard copy files, servers or manufacturing facilities. However, to the extent gaps in

data exist, Settlement Class Counsel and Fujikura shall use their best efforts to reach a reasonable, narrowly-tailored agreement concerning the production of alternative sources of information in Fujikura's control, but it is understood by the parties that such agreement shall not require Fujikura to undertake a broad search for or review of documents and shall not require Fujikura to expand the temporal scope of discovery to which the parties agreed in the Action. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agrees that it shall maintain all data that Fujikura will produce as "Highly Confidential," as said designation is described in the Protective Order in the Action, subject to any challenge that any party may make subject to the Protective Order and any orders of the Court.

(b) Documents relevant to the claims alleged in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement between Fujikura and one or more of its competitors, regarding Automotive Wire Harness Systems.

(c) Documents concerning Fujikura's determinations of its prices for Automotive Wire Harness Systems that it sells, including pricing policies, formulas and guidelines, including Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models.

(d) Non-privileged Documents, if any, concerning Automotive Wire Harness Systems that were collected and reviewed in connection with Fujikura's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint.

(e) Documents, if any, showing how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Automotive Wire Harness Systems, in RFQs, or any other procurement process, including

documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

(f) With respect to Paragraphs 34(b)-(e) above, the parties acknowledge that responsive documents may not exist, Fujikura has already produced extensive documents responsive to Paragraphs 34(b)-(e), and that Fujikura will conduct a reasonable search for and produce responsive non-privileged documents to the extent they exist and are found in the files that Fujikura will otherwise review as part of the MDL Litigation, which includes documents produced pursuant to cooperation provisions (if any) with other plaintiffs in the MDL Litigation. Fujikura does not agree to undertake further searches for documents responsive to Paragraphs 34(b)-(e), but will consider in good faith reasonable requests by Settlement Class Counsel for narrow, targeted follow-up

(g) To the extent not already produced, pre-existing business Documents, if any, produced to Government Entities in response to a formal request (“Produced”) as of the Execution Date of this Agreement relevant in any way, directly or indirectly, to the claims alleged in the Complaint and relating to their investigation into alleged competition violations with respect to Automotive Wire Harness Systems installed in vehicles manufactured in the United States. Fujikura shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which documents were provided or to which documents were Produced. No Document shall be withheld under a claim of privilege if Produced to any Government Entity, unless clawed back from that Government Entity pursuant to Rule 502 or otherwise.

35. In the event that Fujikura produces Documents or provides declarations or written responses to discovery to any opposing party in the Action or in the other Automotive Wire

Harness Systems cases (a “Relevant Production”), Fujikura shall produce all such Documents, declarations, or written discovery responses to Settlement Class Counsel contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Fujikura to Settlement Class Counsel. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in this Action or in the other Automotive Wire Harness Systems cases. Fujikura will not object to Settlement Class Counsel and settlement class counsel for the Auto Dealers (“Auto Dealer Settlement Class Counsel”) in the action captioned Master File No. 12-md-02311, Case No. 12-cv-00102 (“Auto Dealer Action”) attending and/or participating in depositions of Fujikura witnesses in addition to the depositions set forth in Paragraph 36(c), to the extent Settlement Class Counsel and Auto Dealer Settlement Class Counsel participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation.

36. In addition, Fujikura shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 36(a), 36(b), 36(c), 36(d) and 36(e). Any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided in contemporaneous settlements of indirect purchaser claims entered into by Fujikura in the MDL Litigation and any related obligations that may arise from any other settlement.

(a) Fujikura’s counsel will make themselves available in the United States for up to two (2) meetings of one (1) business day each to provide an attorney’s proffer jointly to Settlement Class Counsel and Auto Dealer Settlement Class Counsel of facts known to them

regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law. These meetings shall be scheduled to take into account similar cooperation requirements under any other settlement agreement executed between Fujikura and Settlement Class Counsel. Thereafter, Fujikura's counsel will make themselves available for reasonable follow-up conversations. It is understood that Fujikura has no obligation to seek new or additional information or documents from any of its employees, officers or directors in connection with any of these follow-up conversations or otherwise; however, Fujikura will in good faith consider requests for new or additional information or documents, and will produce such information or documents, if appropriate, in its discretion. Notwithstanding any other provision in this Agreement, Settlement Class Counsel shall maintain all statements made by Fujikura's counsel as "Highly Confidential," as said designation is described in the Protective Order in the Action, and shall not use the information so received for any purpose other than the prosecution of the Automotive Wire Harness Systems claims in Automotive Parts Antitrust Litigation, 12-md-02311, except as stated in Paragraph 36(a) and (f). The parties and their counsel further agree that any statements made by Fujikura's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 36(a), shall not be disclosed to any other party and shall be governed by Federal Rule of Evidence 408 and, otherwise, shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such statements in the prosecution of the Automotive Wire Harness Systems claims in the Automotive Parts Antitrust Litigation, 12-md-02311, and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information

and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice after Preliminary Approval of this Agreement, Fujikura shall make its best efforts (not to include actual or threatened employee disciplinary action) to make available for interviews, depositions, and testimony at hearings or trial, via videoconference or at a mutually agreed-upon location or locations (except for testimony at hearings or trial), up to two (2) persons for interviews and depositions (as set forth in Paragraphs 36(b) and (c)), and a reasonable number of persons for trial (as set forth in Paragraph 36(d)) who Settlement Class Counsel and Auto Dealer Settlement Class Counsel select, and which may consist of current directors, officers, and/or employees of Fujikura whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist End-Payor Plaintiffs in the prosecution of the MDL Litigation. Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day, unless otherwise agreed. Upon reasonable notice by Settlement Class Counsel, Fujikura shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. Unless otherwise agreed, the interview will take place in the country of the witness's residence at a mutually agreeable location. Fujikura will in good faith consider requests for additional persons for interviews and depositions, and will produce such persons, if appropriate, in its discretion. For the purposes of interviews, depositions, and testimony at hearings or trial provided pursuant to these Cooperation requirements, the phrase "current

directors, officers, and/or employees of Fujikura” shall be interpreted to include (but not be limited to) the individuals identified in Fujikura’s Response to Direct Purchaser Plaintiffs’ Interrogatory No. 7 to the extent those individuals are employed at the time of the interview, deposition, or trial or hearing at Fujikura or a subsidiary or affiliate of Fujikura.

(c) Upon reasonable notice, Fujikura shall, at Settlement Class Counsel’s request, make its best efforts to make available to appear for deposition (i) up to two (2) persons who Settlement Class Counsel and Auto Dealer Settlement Class Counsel select from among the persons who have been chosen for interviews pursuant to Paragraph 36(b), and to provide (ii) up to three (3) declarations/affidavits from among the same persons who have been chosen for interviews and depositions pursuant to Paragraph 36(b) and Paragraph 36(c). Each deposition shall be conducted at a mutually agreed-upon location, and shall each be limited to a total of seven (7) hours over one day, unless otherwise agreed. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Written notice by Settlement Class Counsel to Fujikura’s counsel shall constitute sufficient service of notice for such depositions. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English.

(d) Upon reasonable notice, Fujikura shall make its best efforts to provide, for trial testimony, if necessary, a reasonable number of Fujikura persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 36(b) and 36(c) or otherwise deposed in the MDL Litigation, as referenced in Paragraph 35, which may consist of current directors, officers, and/or employees of Fujikura whom Settlement Class Counsel, in consultation with counsel for Fujikura, reasonably and in good faith believe possess knowledge of facts or

information that would reasonably assist End-Payor Plaintiffs as a trial witness in the Action. Nothing in this provision shall prevent Fujikura from objecting to the reasonableness of the number or identity of persons selected by Settlement Class Counsel and Auto Dealer Settlement Class Counsel. Settlement Class Counsel shall reimburse Fujikura for reasonable travel expenses incurred by any such person in connection with their trial testimony, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. To the extent a person selected by Settlement Class Counsel and Auto Dealer Settlement Class Counsel cannot travel to provide trial testimony, Fujikura shall use its best efforts to provide for *de bene esse* trial deposition testimony.

(e) In addition to its Cooperation obligations set forth herein, Fujikura agrees to produce through affidavit(s) or 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 of Fujikura's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in this Action. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Fujikura witnesses at trial for the purpose of obtaining such evidentiary foundations.

(f) End-Payor Plaintiffs and Settlement Class Counsel agree they will not use the information provided by Fujikura or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the MDL Litigation, and will use it in the Action consistent with the Protective Order, and will not use it beyond what is reasonably necessary for the prosecution of claims in the MDL Litigation or as otherwise required by law. All Documents and other Cooperation Materials provided pursuant to this

Agreement will be deemed “Highly Confidential”, as said designation is described in the Protective Order in the Action, subject to the Protective Order entered in the Action as if they had been produced in response to discovery requests and so designated.

37. Fujikura’s obligations to provide Cooperation shall not be affected by the releases set forth in this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Fujikura’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 the Action against all Defendants, whichever occurs earlier.

38. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20 hereof, including final approval of “the Settlement Class” as defined in Paragraph 11, 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 Fujikura, 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 deposition testimony, any Documents, or any other Cooperation Materials provided by Fujikura and/or the other Releasees, their counsel, or any individual made available by Fujikura pursuant to Cooperation (as opposed to information obtained from other sources or pursuant to a court order other than a court order enforcing the Cooperation obligations). This limitation shall not apply to any discovery of Fujikura in which Settlement Class Counsel participates in as part of MDL 2311. Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Fujikura in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20

hereof, including final approval of “the Settlement Class” as defined in Paragraph 11, or in the event that it is terminated by either party under any provision herein.

39. Fujikura need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from End-Payor Plaintiffs or otherwise participate in the Action during the pendency of the Agreement. Within five days of the Execution Date, the parties shall mutually withdraw any discovery requests served on each other and shall withdraw from participation in any pending motions filed against each other. This withdrawal of discovery and pending motions shall be without prejudice to reinstating such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein. Other than to enforce the terms of this Agreement, neither Fujikura nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

40. If Settlement Class Counsel believes that Fujikura has refused to use its best efforts to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Fujikura. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling Fujikura to use best efforts. Nothing in this provision shall limit in any way Fujikura’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

41. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify a settlement class in accordance with the specific Settlement Class definition 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 20 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 its entirety, then Fujikura 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 45. 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.

42. In the event that this Agreement does not become final as set forth in Paragraph 19, or this Agreement otherwise is terminated pursuant to Paragraph 41, then 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 Fujikura less only disbursements made in accordance with Paragraph 27 of this Agreement. Fujikura expressly reserves all rights and defenses if this Agreement does not become final.

43. Further, and in any event, End-Payor Plaintiffs and Fujikura 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 Fujikura, or the other Releasees to be used against Fujikura, 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 Fujikura, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against Fujikura. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 32-40, as

otherwise authorized in this Agreement.

44. 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 as well as cooperation by Fujikura.

45. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 16-20 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 End-Payor Plaintiffs and Settlement Class Members.

H. Miscellaneous.

46. Fujikura 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.

47. Fujikura, End-Payor Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

48. 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 Fujikura and the other 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 Fujikura and the other Releasees, for sales made by Fujikura and Fujikura's alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class

Members. Fujikura'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 potential 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 Fujikura and the other Releasees. Fujikura shall not be responsible for any payment to End-Payor Plaintiffs other than the amount specifically agreed to in Paragraph 24 of this Agreement.

49. 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 the Settlement Class, and Fujikura, including challenges to the reasonableness of any party's actions. 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. Fujikura will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

50. Fujikura agrees for a period of 24 months from the date of the entry of final judgment not to 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 any Automotive Wire Harness Systems.

51. This Agreement constitutes the entire, complete and integrated agreement among End-Payor Plaintiffs, the Settlement Class, and Fujikura pertaining to the settlement of the Action against Fujikura, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or

written, between End-Payor Plaintiffs and Fujikura in connection herewith. This Agreement may not be modified or amended except in writing executed by End-Payor Plaintiffs and Fujikura, and approved by the Court.

52. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of End-Payor Plaintiffs and Fujikura. 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 Fujikura entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

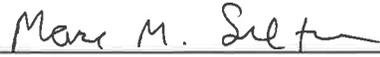
53. This Agreement may be executed in counterparts by End-Payor Plaintiffs and Fujikura, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

54. Neither End-Payor Plaintiffs nor Fujikura 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.

55. 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.

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

Dated: August 24, 2015



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