

EXHIBIT 1

**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
IN RE CERAMIC SUBSTRATES	:	Honorable Marianne O. Battani
THIS DOCUMENT RELATES TO:	:	
END-PAYOR ACTION	:	No. 2:16-cv-03803

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 7th day of January, 2019 (“Execution Date”) by and between Corning International Kabushiki Kaisha (“CIKK”) and Corning Incorporated (“Corning”) (together, the “Corning Defendants”), and End-Payor Plaintiffs’ class representatives (“End-Payor Plaintiffs”), both individually and on behalf of a class of end-payor indirect purchasers of Ceramic Substrates (the “Settlement Class”) as more particularly defined in Paragraph 11 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the “MDL Litigation”), Case No. 2:16-cv-03803 (the “Action”) on their own behalf and on behalf of the Settlement Class;

WHEREAS, End-Payor Plaintiffs allege that they were injured as a result of the Corning Defendants’ alleged participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Ceramic Substrates (as defined in Paragraph 1) in violation of Section 1 of the Sherman Act and various state unfair competition,

antitrust, unjust enrichment, and consumer protection laws as set forth in End-Payor Plaintiffs' Class Action Complaint (the "Complaint");

WHEREAS, the Corning Defendants deny End-Payor Plaintiffs' allegations and have asserted defenses to End-Payor Plaintiffs' claims;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined in Paragraph 12) and counsel for the Corning Defendants, 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 asserted in this Action against the Corning Defendants, 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 the Corning Defendants have agreed to provide pursuant to this Agreement;

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

WHEREAS, the Corning Defendants, despite their belief that they are not liable for the claims asserted and their belief that they have good defenses thereto, have 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 the Corning Defendants with respect to Ceramic Substrates based on the allegations in the Action, as more particularly set out below;

WHEREAS, End-Payor Plaintiffs recognize the benefit of injunctive relief and of the Corning Defendants' Cooperation in the event that one or more settlements in the Action are not finally approved; and

WHEREAS, End-Payor Plaintiffs and the Corning Defendants acknowledge that in light of the law governing joint and several liability, this Agreement will not impair End-Payor Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to seek in the Action from any non-settling Defendants;

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, as defined below, and, except as hereinafter provided, without costs to End-Payor Plaintiffs, the Settlement Class, or the Corning Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Ceramic Substrates" shall have the same meaning as set forth in the operative Complaint as of the Execution Date.
2. "Cooperation" shall refer to those provisions set forth below in Paragraphs 33-41.
3. "Cooperation Materials" means any information, testimony, Documents (as defined below), or other material provided by the Corning Defendants 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 11 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 State(s)” 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. “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.

8. “Released Claims” means the Claims described in Paragraphs 22-23.

9. “Releasees” shall refer to (i) CIKK; (ii) Corning; (iii) all of Corning’s respective past and present, direct and indirect, parents, subsidiary companies, and affiliates, including their respective predecessors, successors, and assigns of each of the above; 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 of the persons and entities listed in (i), (ii), and (iii). “Releasees” does not include any Defendant in any action included in the above-entitled MDL Litigation other than the Corning Defendants.

10. “Releasers” shall refer to End-Payor Plaintiffs’ Class Representatives and Settlement Class Members, as defined in Paragraph 13, 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.

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

All persons and entities who, from January 1, 1990 through the Execution Date, purchased or leased a new Vehicle in the United States not for resale which included one or more Ceramic Substrate(s) as a component part, or indirectly purchased one or more Ceramic Substrate(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 Ceramic Substrates directly or for resale.

12. “Settlement Class Counsel” shall refer to the law firms of:

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

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

Susman Godfrey L.L.P.
1900 Avenue of the Stars, Suite 1400
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 \$26,600,000, and “Settlement Fund” shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 24.

15. “Vehicles” shall refer to four-wheeled passenger automobiles, vans, sports utility vehicles, and crossover or pick-up trucks.

B. Approval of this Agreement and Dismissal of Claims Against the Corning Defendants.

16. End-Payor Plaintiffs and the Corning Defendants 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 each and every one of the Releasees, only.

17. Within forty-five (45) business days after the execution of this Agreement, including a minimum of seven (7) days to provide a reasonable opportunity for review by the Corning Defendants, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “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 19. The text of the foregoing items (i) and (ii) shall be agreed upon by End-Payor Plaintiffs and the Corning Defendants before submission of the Preliminary Approval Motion.

18. End-Payor Plaintiffs shall at a time to be decided in End-Payor Plaintiffs’ sole discretion, and subject to the Corning Defendants’ review and comment, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to the Settlement Class identified by End-Payor Plaintiffs (the “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. The Corning Defendants will be given an opportunity to review the proposed notice form, and End-Payor Plaintiffs will in good faith consider any comments or proposed edits from the Corning Defendants.

19. End-Payor Plaintiffs shall seek, and the Corning Defendants will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which End-Payor Plaintiffs and the Corning Defendants shall agree upon in advance. The terms of the 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, solely for purposes of this settlement as a 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 Releasers shall, by operation of law, be deemed to have released all Releasees from the Released Claims;

(d) as to the Corning Defendants, 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 the Corning Defendants 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 the Corning Defendants, to contest certification of any other class proposed in the MDL Litigation; (ii) the Court's findings 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 Rule 23(e) and a final judgment dismissing the Action with prejudice as to the Corning Defendants 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 the Corning Defendants described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment in the Action as to the Corning Defendants 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, 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 the Corning Defendants have executed this Agreement, End-Payor Plaintiffs and the Corning Defendants shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with Paragraphs 25(h) or 49 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, shall be

deemed or construed to be an admission by the Corning Defendants, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the Corning Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other arbitration, action, or proceeding whatsoever against the Corning Defendants. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 33-41, subject to the limitations in those Paragraphs, to develop, promulgate, or support a plan of allocation and distribution. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations, Documents, discussions, or proceedings connected with them, nor any other statements made by counsel for the Corning Defendants in connection with or as part of this settlement, nor any other action taken to carry out this Agreement by the Corning Defendants, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceeding, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. The parties and their counsel further agree that this Agreement or any of its terms and provisions, or any and all negotiations, shall be governed by Federal Rule of Evidence 408. Nothing in this Paragraph shall be construed to limit the use of this Agreement to enforce its terms.

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, the Injunctive Relief and Cooperation Materials provided,

and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and 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 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 (i) any conduct alleged in the Complaint; and/or (ii) any act or omission of the Releasees (or any combination thereof) concerning Ceramic Substrates, including, but not limited to, any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Action concerning Ceramic Substrates (the “Released Claims”), provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Ceramic Substrates; (2) any claims made by automotive dealerships that are indirect purchasers of Ceramic Substrates; (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 claims relating to Ceramic Substrates; (5) claims concerning any automotive part other than Ceramic Substrates; (6) claims under laws other than those of the United States relating to purchases of Ceramic Substrates made by any Releasor outside of the United States; or (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 based, in whole or in part, upon any of the Released Claims unless the Agreement is, for any reason, not finally approved or terminated.

23. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning Ceramic Substrates, 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 that 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 the Corning Defendants 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, the Corning Defendants shall collectively pay or cause to be paid the

Settlement Amount of US \$26,600,000. The Settlement Amount shall be paid in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the “Escrow Account”) within thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date the Corning Defendants are provided with the account number, account name, and wiring transfer information for the Escrow Account. No part of the Settlement Agreement paid by the Corning Defendants shall constitute, or shall be construed or treated as constituting, a payment of treble damages, fines, penalties, forfeitures, or punitive recoveries.

E. Escrow Account.

25. (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 the Corning Defendants, and with 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 to be deposited in the Escrow Account, to be invested substantially 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, 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. The Corning Defendants 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 the Corning Defendants agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treasury Regulation § 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 25, including the relation-back election (as defined in Treasury Regulation § 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 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 Treasury Regulation § 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 the Corning Defendants 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 this Paragraph 25(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither the Corning Defendants 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 Treasury Regulation § 1.468B-2(1)(2)). The Corning Defendants shall not be responsible or have any liability therefor. End-Payor Plaintiffs and the Corning Defendants 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(f).

(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 the Corning Defendants into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 25 and 28), shall be returned to the Corning Defendants 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.

F. Injunctive Relief.

26. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, the Corning Defendants further agree that they 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 Ceramic Substrates for a period of twenty-four (24) months from the date of the entry of final judgment.

G. Exclusions from the Settlement Class.

27. 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, which shall be the date set by the Court by which any class member must request exclusion from the Settlement Class. 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 Court-approved notice of settlement to be disseminated to the members of the Settlement Class 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 Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide the Corning Defendants with a list and copies of all opt-out requests they receive in the Action and shall file with the Court a list of all members of the Settlement Class 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 will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. The Corning Defendants 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 Ceramic Substrates or has standing to bring any claim against the Corning Defendants.

(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 must also identify the number of Vehicles purchased from January 1, 1990 through the Execution Date of this Agreement as requested in the notice to the Settlement Class as provided in Paragraph 18.

(c) The Corning Defendants 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.

H. Payment of Expenses.

28. The Corning Defendants agree to permit use of a maximum of up to US \$500,000 of the Settlement Fund to be used towards the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses (up to the maximum of US \$500,000) are not recoverable by the Corning Defendants 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 28 and Paragraph 25, the Corning Defendants shall not be liable for any of the costs or expenses of the litigation incurred by End-Payor Plaintiffs in 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.

I. The Settlement Fund.

29. Releasers shall look solely to the Settlement Fund for monetary satisfaction against the Releasees of all Released Claims and shall have no other recovery against the Corning Defendants or any Releasee for any Released Claims.

30. 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 an 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, with the exception of the provisions set forth in Paragraph 28 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. The Corning Defendants 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.

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

32. (a) Settlement Class Counsel may, at a time to be determined in their sole discretion after preliminary approval of the Agreement, 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 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 and except as provided herein, 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 25(h) or 49.

(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 the finality of the final approval of the settlement.

(d) Neither the Corning Defendants 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 the Corning Defendants 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.

K. Cooperation.

33. In return for the release and discharge provided herein, the Corning Defendants agree to pay the Settlement Amount and be bound by the Injunctive Relief described in Paragraph 26, and further agree to use their reasonable best efforts to provide Cooperation to End-Payor Plaintiffs as set forth below, until the later of (i) the entry of final judgments with respect to all defendants in the Action or (ii) dismissal with prejudice of those defendants and when such judgment or dismissal becomes “final” as described in Paragraph 20(ii).

34. After conducting a reasonable search, the Corning Defendants shall, if and to the extent such information is found in such search, to the best of their knowledge and within ninety (90) days of the Execution Date, identify the makes, models, and years of those Vehicles sold in the United States from January 1, 1990 through the Execution Date of this Agreement that contain Ceramic Substrates sold by the Corning Defendants.

35. In the event that the Corning Defendants produce Documents, including translations, or provide declarations or written responses to discovery to any party or nonparty in the Actions in the MDL Litigation, concerning or relating to the Action (“Relevant Production”), the Corning Defendants shall produce all such Documents, declarations, or written discovery responses to End-Payor Plaintiffs contemporaneously with making the Relevant Production, provided that End-Payor Plaintiffs agree to be bound by any additional terms and conditions (such as restrictions on use or disclosure) applicable to such Relevant Productions, in addition to those set out herein. In addition, the Corning Defendants shall provide End-Payor Plaintiffs with all cooperation they provide pursuant to any settlement agreement with any other party in this MDL Litigation, including, but not limited to, the Direct Purchaser Plaintiffs, provided that End-Payor Plaintiffs agree to be bound by any additional terms and conditions (such as restrictions on use or

disclosure) applicable to such productions, in addition to those set out herein. To the extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those already provided for in Paragraph 41, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews, or depositions of witnesses, 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 to whom such cooperation is provided pursuant to a settlement agreement. End-Payor Plaintiffs’ receipt of, or participation in, cooperation provided by the Corning Defendants shall not in any way limit End-Payor Plaintiffs’ entitlement to receive Cooperation as set forth in this Section K, including, but not limited to, attorney proffers, witness interviews, and depositions.

36. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel may attend, cross-notice, and/or participate in any depositions of the Corning Defendants’ witnesses in addition to the depositions set forth in Paragraph 41, and Settlement Class Counsel together with Auto Dealer Settlement Class Counsel may ask questions for a combined total of three (3) hours at each 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 the Corning Defendants’ current or former employees. 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 reasonable efforts to ensure that any depositions taken under Paragraph 35 are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

37. Settlement Class Counsel agree to request the additional cooperation set forth in Paragraphs 38-41 (“Additional Cooperation”) only if such Additional Cooperation is reasonably necessary for the prosecution of the Action in the case that End-Payor Plaintiffs amend the Complaint to name additional defendants or one or more of the settlements in the Action do not receive final approval. For purposes of this Paragraph, the term “final” shall have the same meaning as set forth in Paragraph 20. Nothing herein shall obligate the Corning Defendants to provide Additional Cooperation for any purpose other than EPPs’ prosecution of this Action.

38. Identity of Individuals. Within five (5) business days of Settlement Class Counsel’s request, counsel for the Corning Defendants shall provide Settlement Class Counsel with the identity of all current and former employees, directors, and officers of the Corning Defendants who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging, and market allocation of Ceramic Substrates; (2) appeared before the grand jury in the DOJ’s investigation into alleged antitrust violations with respect to Ceramic Substrates; 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 Ceramic Substrates.

39. Transactional Data. Within sixty (60) days of Settlement Class Counsel’s request, the Corning Defendants will use reasonable best efforts to complete the production of transactional data concerning the Corning Defendants’ sales of Ceramic Substrates sold to Original Equipment Manufacturers, or other purchasers of Ceramic Substrates, for Vehicles sold in the United States,

from January 1, 1988 through the Execution Date. In addition, the Corning Defendants 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 Ceramic Substrates, as it exists in the Corning Defendants' electronic databases at the time of the request, within sixty (60) days of the receipt of such request. The Corning Defendants shall preserve such transactional data until the later of (i) two (2) years after the Execution Date of this Agreement or (ii) final approval of settlement agreements with all Defendants in the Action. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 20. The Corning Defendants will produce transactional data only from existing electronic transaction databases, except that, to the extent the Corning Defendants have not recorded or maintained electronic transactional data relating to Ceramic Substrates for any period between January 1, 1988 and two (2) years after the Execution Date, then the Corning Defendants 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 no later than forty-five (45) days after Settlement Class Counsel's request.

40. Documents. The Corning Defendants will use reasonable best efforts to complete the production of the following Documents, including English translations, no later than thirty (30) days after Settlement Class Counsel's request following preliminary approval by the Court of the Agreement: (1) Documents, including any translations, provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to the Ceramic Substrates; (2) non-privileged Documents concerning Ceramic Substrates collected and reviewed in connection with a communication, meeting, or agreement regarding Ceramic Substrates, by any employee, officer, or director of the Corning Defendants with any employee,

officer, or director of another manufacturer or seller of Ceramic Substrates, which were not provided to or seized by Government Entities; (3) Documents concerning the Corning Defendants' determination of their prices for Ceramic Substrates; (4) Documents soliciting requests for quotation ("RFQ"), bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments for Ceramic Substrates, 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 the Corning Defendants' possession, custody, or control that are not listed above, the Corning Defendants 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 the Corning Defendants.

41. Attorney Proffers and Witness Interviews. Additionally, the Corning Defendants shall use reasonable best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 34-40.

(a) The Corning Defendants' counsel will make themselves available at a mutually agreed-upon location in the United States for up to three (3) meetings of one (1) business day each within thirty (30) business days of Settlement Class Counsel's request to provide an attorneys' proffer of facts known to them. The Corning Defendants further agree to make six (6) persons, reasonably within their control, available for interviews and depositions, provide six (6) declarations or affidavits from the same persons, and to make those persons available to testify at trial. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States, and the depositions 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. The availability of such persons shall

not be construed in any way as a representation that such persons or information will support End-Payor Plaintiffs' claims against the Corning Defendants in this Action.

(b) In addition to its Cooperation obligations set forth herein, the Corning Defendants agree to produce through affidavit(s), through 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 the Corning Defendants. Settlement Class Counsel agree to use reasonable efforts to obtain stipulations that would avoid the need to call the Corning Defendants' witnesses at trial for the purpose of obtaining such evidentiary foundations.

42. End-Payor Plaintiffs and Settlement Class Counsel agree they will not use the information provided by the Corning Defendants or the Releasees or their representatives under this Section K for any purpose other than the pursuit of the Action and the appropriate allocation and distribution of the Settlement Fund in the MDL Litigation. All Documents and other information provided pursuant to this Agreement will be deemed "Highly Confidential," as said designation is defined in the Protective Order entered in the Action.

43. The Corning Defendants' obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, is disapproved, or otherwise fails to take effect, the Corning Defendants' obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that "final" judgment as described in Paragraph 20 has been entered in all actions in the MDL Litigation against all Defendants. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 20.

44. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraph 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 use the information for any purpose whatsoever, including not to introduce into evidence against the Corning Defendants, 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 the Corning Defendants and/or the Releasees, their counsel, or any individual made available by the Corning Defendants 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 the Corning Defendants that Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding any provision contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against the Corning Defendants in the event that this Agreement fails to receive final approval by the Court in the Action as contemplated in Paragraph 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.

45. The Corning Defendants need not respond to formal discovery requests from End-Payor Plaintiffs or otherwise participate in the Action during the pendency of the Agreement, other than as set forth in the Cooperation provisions above. Other than to enforce the terms of this Agreement, neither the Corning Defendants nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

46. Corning shall be entitled to designate all Cooperation Materials in accordance with the Protective Order entered as the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information, Master File No. 2:12-md-2311 (E.D. Mich. July 10, 2012) (ECF No. 200), or to be entered in this Action. Within sixty (60) days after the final disposition of the End-Payor Ceramic Substrates Action, including all appeals, pursuant to Paragraph 20, End-Payor Plaintiffs and Settlement Class Counsel shall destroy all Confidential Information and Highly Confidential Information produced by the Corning Defendants in the Action, unless such information is necessary for the allocation and distribution of the Settlement Fund in the MDL Litigation. Settlement Class Counsel shall certify in writing that the foregoing materials have, in fact, been destroyed. End-Payor Plaintiffs and Settlement Class Counsel shall not be required to destroy any work product that contains Confidential Information or Highly Confidential Information produced in the Action.

L. Confidentiality.

47. Except as provided in this Paragraph, the Corning Defendants and End-Payor Plaintiffs agree not to disclose publicly or to any other person the fact of or terms of this Agreement until the Preliminary Approval Motion is submitted to the Court.

(a) The Corning Defendants and End-Payor Plaintiffs may disclose the Agreement itself and the terms and conditions thereof: (i) to persons for whom such information is necessary to effectuate the provisions of the Agreement (and who shall be advised of its confidentiality and be requested to agree to this provision); (ii) to those employees and outside professional advisors (e.g., accountants, lawyers, tax advisors, etc.) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise the Corning Defendants and End-Payor Plaintiffs; (iii) to the extent such disclosure is

required for enforcement of this Agreement; (iv) for the preparation of financial records (e.g., tax returns, financial statements, etc.); (v) as required by law for the purpose of financial reporting (e.g., securities notices, filings, and/or disclosures, etc.); and (vi) as otherwise required by law, including, for example, compliance with legally authorized discovery procedures. The Corning Defendants may disclose the fact that they have settled with End-Payor Plaintiffs, without disclosing the settlement terms, to counsel for other Defendants in the Action.

48. If Settlement Class Counsel believes that the Corning Defendants or any current or former employee, officer, or director of the Corning Defendants 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 the Corning Defendants' 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.

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

49. 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 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 the Corning Defendants 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 61. 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.

50. In the event that this Agreement does not become final, as set forth in Paragraph 20, or this Agreement otherwise is terminated pursuant to Paragraph 49, 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 the Corning Defendants less only disbursements made in accordance with Paragraphs 25 and 28 of this Agreement. The Corning Defendants expressly reserve all of their rights and defenses if this Agreement does not become final.

51. Further, and in any event, End-Payor Plaintiffs and the Corning Defendants 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 the Corning Defendants, or the other Releasees; or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action, or by any person or entity in any other action, and evidence thereof shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding, against the Corning Defendants.

52. 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 the Corning Defendants.

53. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraph 16-20 hereof, appropriate notice of (i) the settlement

and (ii) a hearing at which the Court will consider the approval of this Settlement Agreement will be given to the Settlement Class.

N. Miscellaneous.

54. The Corning Defendants 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.

55. 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 the 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 the Releasees, for sales made by the Corning Defendants and the Corning Defendants' alleged illegal conduct, are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. The Corning Defendants' 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 the Releasees.

56. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the interpretation, 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 Corning Defendants, 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. The Corning Defendants will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

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

60. Neither End-Payor Plaintiffs nor the Corning Defendants 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.

61. 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.

62. 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.

January __, 2019



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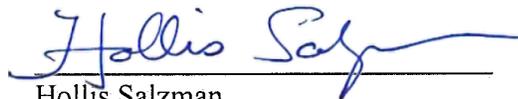
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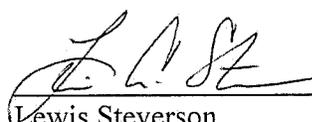
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January 7, 2019



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