

EXHIBIT

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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' Second Consolidated Amended Class Action Complaint (Case No. 2:13-cv-02203, Doc. No. 271) ("FIS Complaint");

WHEREAS, End-Payor Plaintiffs allege that they were injured as a result of the Maruyasu Defendants' alleged participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Steel Tubes (as defined below) 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' Second Consolidated Class Action Complaint (Case No. 2:16-cv-04003, Doc. No. 20) ("Steel Tubes Complaint") (together with the FIS Complaint, "Complaints");

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

WHEREAS, arm's-length settlement negotiations, including a mediation, have taken place between Settlement Class Counsel (as defined below) and counsel for the Maruyasu 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 Actions and have concluded that resolving the claims asserted in these Actions against the Maruyasu Defendants, according to the terms set forth below, is in the best interests of End-Payor Plaintiffs and the Settlement Classes 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 Maruyasu Defendants have agreed to provide pursuant to this Agreement;

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

WHEREAS, the Maruyasu 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 Maruyasu Defendants with respect to Fuel Injection Systems and Steel Tubes (together, "Relevant Products") based on the allegations in the Actions, as more particularly set out below;

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

WHEREAS, End-Payor Plaintiffs recognize that because of joint and several liability, this agreement with the Maruyasu Defendants does not impair End-Payor Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to in the Actions;

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 Actions 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 Classes, or the Maruyasu Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

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

2. “Fuel Injection Systems” shall have the same meaning as set forth in Paragraph 2 of the FIS Complaint; “Steel Tubes” shall have the same meaning as set forth in Paragraph 2 of the Steel Tubes Complaint.

3. “Cooperation” shall refer to those provisions set forth below in Paragraphs 35-48.

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

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

6. “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.

7. “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.

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. “Released Claims” means the Claims described in Paragraph 23.

10. “Releasees” shall refer (i) to Maruyasu Industries, (ii) to CMA, and (iii) to all of Maruyasu Industries’ and CMA’s respective past and present, direct and indirect, parents, subsidiary companies and affiliates, including the respective predecessors, successors and assigns of each of the above; and (iv) to 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 the MDL Litigation other than the Maruyasu Defendants.

11. “Releasers” shall refer to End-Payor Plaintiffs Class Representatives and Settlement Class Members, as defined in Paragraphs 1 and 14, respectively, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

12. For purposes of this Agreement, the “Settlement Classes” are defined to include both:

(a) “FIS Settlement Class,” which is defined as:

All persons and entities who, from January 1, 2000, through the Execution Date, purchased or leased a new Vehicle in the United States not for resale which included one or more Fuel Injection System(s) as a component part, or indirectly purchased one or more Fuel Injection System(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 Fuel Injection Systems directly or for resale.

(b) “Steel Tubes Settlement Class,” which is defined as:

All persons and entities who, from December 1, 2003, through the Execution Date, purchased or leased a new Vehicle in the United States not for resale which included one or more Steel Tube(s) as a component part, or indirectly purchased one or more Steel Tube(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 Steel Tubes directly or for resale.

13. “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

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

15. “Settlement Amount” shall be US \$5,320,000 and “Settlement Funds” shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 25.

16. “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 Maruyasu Defendants.

17. End-Payor Plaintiffs and the Maruyasu 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 Actions as to each and every one of the Releasees.

18. Within thirty (30) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (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 20. At least seven (7) calendar days before the Preliminary Approval Motion papers are submitted to the Court, End-Payor Plaintiffs shall provide Maruyasu Defendants’ counsel with drafts of the Preliminary Approval Motion papers for comment and proposed revisions, which the End-Payor Plaintiffs shall reasonably consider.

19. End-Payor Plaintiffs, at a time to be decided in End-Payor Plaintiffs’ sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlements and final judgments contemplated by this Agreement to all Settlement Class Members

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 these settlements with notice of any other settlements reached in the MDL Litigation. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

20. End-Payor Plaintiffs shall seek, and the Maruyasu Defendants will not object unreasonably to, the entry of an order and final judgments in the Actions, the text of which End-Payor Plaintiffs and the Maruyasu Defendants shall agree upon. The terms of the proposed order and final judgments will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Classes described in Paragraph 12, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as settlement classes for the Actions;

(b) as to the Actions, approving finally these settlements and their terms as being fair, reasonable and adequate settlements 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 Maruyasu Defendants, directing that the Actions be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(e) reserving exclusive jurisdiction over the settlements and this Agreement, including the interpretation, administration and consummation of the settlements, 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 Actions as to the Maruyasu Defendants shall be final; and

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

21. This Agreement shall become final when (i) the Court has entered final orders certifying the Settlement Classes described in Paragraph 12 and approving this Agreement under Rule 23(e) and has entered final judgments dismissing the Actions with prejudice as to the Maruyasu 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 final judgments as to the Maruyasu Defendants described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgments in the Actions as to the Maruyasu 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 Maruyasu Defendants have executed this Agreement, End-Payor Plaintiffs and

the Maruyasu Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 26(h) or 49 of this Agreement.

22. Neither this Agreement (whether or not it should become final) nor the final judgments, nor any and all negotiations, Documents and discussions associated with them (including Cooperation Materials produced pursuant to Paragraphs 35-48), shall be deemed or construed to be an admission by the Maruyasu Defendants, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the Maruyasu Defendants, or of the truth of any of the claims or allegations contained in any complaints or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the MDL Litigation or in any other arbitration, action or proceeding whatsoever against the Maruyasu Defendants. Subject to the Protective Order (and designations effected under the Protective Order), this Paragraph shall not prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 35-48, subject to the limitations in those Paragraphs, against any other defendants in the MDL Litigation or in confidential settlement discussions, or to develop and promulgate a plan of allocation and distribution. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations, Documents, discussions, or proceedings connected with them, nor any other statements made by counsel for the Maruyasu Defendants in connection with or as part of these settlements, nor any other action taken to carry out this Agreement by the Maruyasu Defendants, 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. 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.

23. In addition to the effect of any final judgments entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 21 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 25 of this Agreement, into the Settlement Fund, 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, 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 Complaints and/or (ii) any act or omission of the Releasees (or any combination thereof), concerning Fuel Injection Systems or Steel Tubes, 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 Actions concerning Fuel Injection Systems or Steel Tubes (the “Released Claims”), provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Fuel Injection Systems or Steel Tubes; (2) any claims made by automotive dealerships that are indirect purchasers of Fuel Injection Systems or Steel Tubes;

(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 Fuel Injection Systems or Steel Tubes; (5) claims concerning any automotive part other than Fuel Injection Systems or Steel Tubes; (6) claims under laws other than those of the United States relating to purchases of Fuel Injection Systems or Steel Tubes made by any Releasor outside of the United States; and (7) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, sue or otherwise 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.

24. In addition to the provisions of Paragraph 23 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, as set out in Paragraph 21 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Fuel Injection Systems or Steel Tubes, conferred by § 1542 of the California Civil Code, which states:

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

or by any equivalent law or statute of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it

knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 23 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, as set out in Paragraph 21 of this Agreement, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Maruyasu Defendants and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 23, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

25. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, the Maruyasu Defendants shall collectively pay or cause to be paid the settlement amount of US \$5,320,000 (the “Settlement Amount”). The Settlement Amount shall be in United States Dollars and wired into an escrow account to be administered in accordance with the provisions of Paragraph 26 of this Agreement (the “Escrow Account”) within 30 (thirty) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date the Maruyasu Defendants are provided with the account number, account name, and wiring transfer information for the Escrow Account.

E. Escrow Account.

26. (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 Maruyasu 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 funds to be deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. The Maruyasu Defendants shall bear no risk related to the management and investment of the Settlement Fund.

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

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator of the Settlement Funds 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 Funds (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (l)). Such returns (as well as the election described in Paragraph 26(d)) shall be consistent with Paragraph 26(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 26(f) hereof.

(f) All (1) 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 Maruyasu Defendants or any other Releasee with respect to any income earned by the Settlement Funds for any period during which the Settlement Funds do not qualify as qualified settlement funds for federal or state income tax purposes (“Taxes”); and (2) expenses and costs incurred in connection with the operation and implementation of Paragraphs 26(d) through 26(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 26(f) (“Tax Expenses”)), shall be paid out of the Settlement Funds.

(g) Neither the Maruyasu 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 Funds and shall be timely paid by the Escrow Agent out of the Settlement Funds without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding

anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Maruyasu Defendants shall not be responsible or have any liability therefor. End-Payor Plaintiffs and the Maruyasu 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 26(d) through 26(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Classes, as defined in Paragraph 12, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by the Maruyasu Defendants into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 26 and Paragraph 29, but in such event Settlement Class Counsel shall not be entitled to attorneys' fees arising out of or related to class notice and/or the administration, management, and investment of the Settlement Fund), shall be returned to the Maruyasu 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 Classes.

F. Injunctive Relief

27. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, the Maruyasu 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 Fuel Injection Systems or Steel Tubes for a period of twenty-four (24) months from the date of the entry of final judgment.

G. Exclusions from the Settlement Class.

28. Subject to Court approval, any person or entity seeking exclusion from the Settlement Classes 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 the Settlement Class from which the class member has requested to be excluded. 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 Classes 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 Maruyasu Defendants with a list and copies of all opt out requests it receives in the Action and shall file with the Court a list of all members of the Settlement Classes who timely and validly opted out of the settlements.

(a) Subject to Court Approval, any member of a 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 Maruyasu 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 Fuel Injection Systems or Steel Tubes or has standing to bring any claim against the Maruyasu 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 may also identify the number of Vehicles purchased from January 1, 2000, through the Execution Date of this Agreement as requested in the notice to the Settlement Classes as provided in Paragraph 19.

(c) The Maruyasu 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.

29. The Maruyasu Defendants agree to permit a reasonable amount of the Settlement Funds to be used towards the cost of providing notice to the Settlement Classes and the costs of administration of the Settlement Funds. The notice and administration expenses are not recoverable by the Maruyasu 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 29 and Paragraph 26, the Maruyasu Defendants shall not be liable for any of the costs or expenses of the litigation incurred by End-Payor Plaintiffs in the Actions 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.

30. To mitigate the costs of notice and administration, End-Payor Plaintiffs shall use their best efforts, if practicable, to disseminate notice with any other settlements reached with other

defendants in the MDL Litigation and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

I. The Settlement Fund.

31. Releasors shall look solely to the Settlement Funds for monetary satisfaction against the Releasees of all Released Claims, and shall have no other recovery against the Maruyasu Defendants or any Releasee for any Released Claims.

32. After this Agreement becomes final within the meaning of Paragraph 21, the Settlement Funds 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 Funds, including, but not limited to, the costs and expenses of such distribution and administration, except as expressly set forth in Paragraph 29 of this Agreement.

33. End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Funds for all expenses and costs, as provided by Court Order. The Maruyasu 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 Funds.

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

34. (a) Settlement Class Counsel may, at a time to be determined in its 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 Funds, 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 the Maruyasu Defendants or other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Funds.

(b) Subject to Court approval, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Funds 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 Funds 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 Funds with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 26(h) or 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 Funds 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 Settlements, and any order or proceeding relating to

the Fee and Expense Applications, 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 settlements.

(d) Neither the Maruyasu 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 Actions.

(e) Neither the Maruyasu 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 Actions.

K. Cooperation.

35. In return for the release and discharge provided herein, the Maruyasu Defendants agree to pay the Settlement Amount and be bound by the Injunctive Relief described in Paragraph 27, and further agree to use their best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 35-48. It is understood that the Maruyasu Defendants may be unable to make available for interviews, depositions, or trial testimony, or any other court proceedings, the individual not covered by the non-prosecution terms of the plea agreement between Maruyasu and the United States (No. 16-cr-64, ECF No. 210 (S.D. Ohio May 31, 2018)). Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with the Maruyasu Defendants' obligations to Government Entities (defined as the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission ("JFTC"), the European Commission ("EC"), or any other government entity). The Maruyasu

Defendants shall not be required to provide documents protected by the work-product doctrine or attorney-client privilege, or disclosure of which is prohibited by the relevant antitrust agencies and/or by the law of the relevant foreign jurisdiction, or prohibited by court order. Upon reasonable request, should Maruyasu Defendants withhold any materials pursuant to the foregoing sentence, Maruyasu Defendants will so inform the End-Payor Plaintiffs in writing and will describe the basis for such withholding. Upon reasonable request, should Maruyasu Defendants withhold any materials protected by the work-product doctrine or attorney-client privilege, Maruyasu Defendants will describe the basis for such withholding in a privilege log. Notwithstanding the foregoing, attorney work product and attorney-client privileged communications that occurred after October 2, 2013, and materials prepared by outside counsel created after October 2, 2013, need not be logged.

36. Within sixty (60) days of the Execution Date, after conducting a reasonable search, the Maruyasu Defendants shall, to the best of their knowledge, identify (i) those Vehicles sold in the United States from January 1, 2000, through the Execution Date of this Agreement that contain Fuel Injection Systems sold by the Maruyasu Defendants, and (ii) those Vehicles sold in the United States from December 1, 2003, through the Execution Date of this Agreement that contain Steel Tubes sold by the Maruyasu Defendants.

37. In the event that the Maruyasu 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 Actions (“Relevant Production”), the Maruyasu Defendants shall produce all such Documents, declarations or written discovery responses to End-Payor Plaintiffs contemporaneously with making the Relevant Production, to the extent such materials have not already been provided to End-Payor Plaintiffs. In addition, the

Maruyasu 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. 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 43, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask questions for a period up to three (3) hours at any interview or deposition (provided that this shall not expand the time permitted for any deposition). All such Cooperation shall be coordinated, to the extent reasonably practicable, between Settlement Class Counsel, settlement class counsel for Automobile Dealer Plaintiffs (“Auto Dealer Settlement Class Counsel”), and settlement class counsel for the Direct Purchaser Plaintiffs, or such other party whom such cooperation is provided pursuant to a settlement agreement. End-Payor Plaintiffs’ receipt of, or participation in, cooperation provided by the Maruyasu 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.

38. This Agreement does not restrict Settlement Class Counsel from noticing, attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel may notice, attend, cross-notice and/or participate in any depositions of the Maruyasu Defendants’ witnesses in addition to the depositions set forth in Paragraph 43, and Settlement Class Counsel together with Auto Dealer Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court

to enlarge the time of any deposition noticed of the Maruyasu Defendants' current or former employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 43 below. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 43 are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

39. The Maruyasu Defendants shall provide the following additional cooperation set forth in Paragraphs 39-43 ("Additional Cooperation"). However, if End-Payor Plaintiffs reach settlement agreements with all Defendants in the Actions prior to the deadlines to complete the Additional Cooperation, or if otherwise notified by End-Payor Plaintiffs that certain of the Additional Cooperation is no longer required, the Maruyasu Defendants will not be obligated to complete the Additional Cooperation. Notwithstanding the foregoing, the Maruyasu Defendants will be required to perform and complete the Additional Cooperation if it is reasonably necessary for the prosecution of the Actions for any reason, such as in the case that End-Payor Plaintiffs amend the Complaints to name additional defendants or one or more of the settlements in the Actions do not become final as defined in Paragraph 21. Nothing herein shall obligate the Maruyasu Defendants to provide cooperation for any purpose other than End-Payor Plaintiffs' prosecution of the Actions. Nothing herein shall obligate the Maruyasu Defendants to provide any cooperation for any purpose if the End-Payor Plaintiffs initiate or resume active litigation against the Maruyasu Defendants.

40. Identity of Individuals. Within ten (10) business days of the Execution Date, counsel for the Maruyasu Defendants shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of the Maruyasu Defendants who: (1) were

interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of Fuel Injection Systems or Steel Tubes; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Fuel Injection Systems or Steel Tubes; 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 Fuel Injection Systems or Steel Tubes.

41. Transactional Data. Upon request of Settlement Class Counsel, the Maruyasu Defendants will use their best efforts to complete the production of the following Maruyasu Defendants' transactional data within sixty (60) days of the Court's preliminary approval of this Agreement or within sixty (60) days of the request if it is made after the Court's preliminary approval:, concerning the Maruyasu Defendants' (1) sales of Fuel Injection Systems sold to Original Equipment Manufacturers, or other purchasers of Fuel Injection Systems from January 1, 1998, through the Execution Date and (2) sales of Steel Tubes sold to Original Equipment Manufacturers, or other purchasers of Steel Tubes, from December 1, 2001, through the Execution Date. In addition, if the End Payor Plaintiffs are still litigating the Actions against one or more Defendants, the Maruyasu 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 concerning Fuel Injection Systems and Steel Tubes, as it exists in the Maruyasu Defendants' electronic databases at the time of the request, within sixty (60) days of such request. The Maruyasu 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 (as defined in Paragraph 21) with all Defendants in the Actions. The Maruyasu Defendants will produce transaction data only from existing electronic transaction databases,

except that, (i) to the extent the Maruyasu Defendants have not recorded or maintained electronic transactional data in existing transaction databases, then the Maruyasu 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; and (ii) the Maruyasu Defendants agree to restore, process, and produce transactional data for the time periods above that is available only on backup tapes within (90) days of any reasonable request by Settlement Class Counsel and at the expense of Settlement Class Counsel. Counsel for the Maruyasu Defendants and Settlement Class Counsel shall meet and confer regarding the cost of any such restoration, processing, and production and agree upon the cost and arrangements for payment prior to the time of the production.

42. Documents. Upon request of Settlement Class Counsel, the Maruyasu Defendants will use their best efforts to complete the production of the following Documents, including English translations to the extent they exist, within sixty (60) days of the Court's preliminary approval of this Agreement or within sixty (60) days of the request if it is made after the Court's preliminary approval: (1) Documents, including any translations, provided to or seized by Government Entities from the Maruyasu Defendants or their affiliates (defined as any entity in which either of the Maruyasu Defendants had a greater than 50% ownership interest at the time such documents were provided to or seized by Government Entities) relating to their investigation into alleged competition violations with respect to Fuel Injection Systems or Steel Tubes; (2) non-privileged Documents concerning a communication, meeting, or agreement regarding Fuel Injection Systems or Steel Tubes installed in vehicles sold in the United States collected and reviewed by Maruyasu Defendants or their counsel that contain or reference a communication, meeting, or agreement regarding Fuel Injection Systems or Steel Tubes, by any employee, officer,

or director of the Maruyasu Defendants with any employee, officer, or director of another manufacturer or seller of Fuel Injection Systems or Steel Tubes, which were not provided to or seized by Government Entities; (3) Documents sufficient to show the Maruyasu Defendants' general methodology for determination of their prices for Fuel Injection Systems or Steel Tubes which were not provided to or seized by Government Entities; and (4) Documents collected and reviewed by Maruyasu Defendants or their counsel soliciting requests for quotation ("RFQ"), bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments for Fuel Injection Systems or Steel Tubes sold in the United States, including any Annual Price Reduction (APR) Documents which were not provided to or seized by Government Entities. As to Documents in the Maruyasu Defendants' possession, custody, or control that are not listed above, the Maruyasu 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 Maruyasu Defendants.

43. Attorney Proffers and Witness Interviews and Depositions. Additionally, the Maruyasu Defendants shall use their best efforts to cooperate with Settlement Class Counsel as follows:

(a) Following the Court's preliminary approval of the Settlement, the Maruyasu Defendants' counsel will make themselves available at a mutually agreed location in the United States for up to three (3) meetings of one business day each within thirty (30) days of Settlement Class Counsel's request to provide an attorneys' proffer of facts known to them. Following the Court's preliminary approval of the Settlement, the Maruyasu Defendants further agree to make up to six (6) persons available for interviews and depositions; provide up to six (6) declarations or affidavits from the same persons; and make those same 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. Notwithstanding the foregoing, upon request, Settlement Class Counsel will consider a location outside the United States to accommodate a witness' individual circumstance for an interview. If the interview, deposition or trial takes place outside the country of the witness's residence, Settlement Class Counsel and Auto Dealers Class Counsel shall collectively reimburse half the reasonable travel costs incurred by such persons, but in no event shall Settlement Class Counsel or Auto Dealers Class Counsel be responsible for reimbursing such persons for time and services rendered. Such travel expenses may include economy airfare, but not airfare for business or first class. Reimbursable expenses shall not exceed \$1,500 per interviewee, deponent, or trial witness to be allocated between Settlement Class Counsel and Auto Dealers Class Counsel. If the interview and the above described deposition occur during the same trip, the above limitations will apply to that trip.

(b) In addition to its Cooperation obligations set forth herein, the Maruyasu Defendants agree to produce through affidavit(s), declaration(s), and/or at trial, in Settlement Class Counsel's discretion and upon reasonable notice, a reasonable number of representatives whom Settlement Class Counsel, in consultation with counsel for the Maruyasu Defendants, reasonably and in good faith believe are 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 Maruyasu Defendants. Settlement Class Counsel agrees to use their best efforts to obtain stipulations that would avoid the need to call the Maruyasu Defendants witnesses at trial for the purpose of obtaining such evidentiary foundations.

44. The Maruyasu Defendants' obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the Maruyasu 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 21 has been entered in the Actions, *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311, Case No. 13-cv-02203 and Case No. 16-cv-04003 against all Defendants. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 21.

45. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraph 21 hereof, including final approval of the "Settlement Classes" as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to use the information for any purpose whatsoever, including not to introduce into evidence against the Maruyasu 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 Maruyasu Defendants and/or the Releasees, their counsel, or any individual made available by the Maruyasu 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 Maruyasu Defendants which Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against the Maruyasu Defendants in the event that this Agreement fails to receive final approval by the Court in the Action as contemplated in Paragraph 21 hereof, including final

approval of the Settlement Classes as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein.

46. The Maruyasu Defendants need not respond to formal discovery requests from End-Payor Plaintiffs or otherwise participate in the Actions 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 Maruyasu Defendants nor End-Payor Plaintiffs shall file motions against the other in the Actions during the pendency of the Agreement.

47. Maruyasu Defendants shall be entitled to designate all Cooperation Materials in accordance with the Protective Order entered in 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 the Actions.

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

L. Rescission if This Agreement Is Not Approved or Final Judgments Are Not Entered.

49. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Classes in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 20 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final

judgments are not affirmed in their entirety, then the Maruyasu 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 Funds shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgments.

50. In the event that this Agreement does not become final, as set forth in Paragraph 21, or this Agreement otherwise is terminated pursuant to Paragraph 49, then this Agreement shall be of no force or effect and any and all parts of the Settlement Funds caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to the Maruyasu Defendants less only disbursements made in accordance with Paragraphs 26 and 29 of this Agreement. The Maruyasu 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 Maruyasu 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 Maruyasu Defendants, or the other Releasees, or of (ii) the truth of any of the claims or allegations contained in the Complaints or any other pleading filed in the MDL Litigation, 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 Actions or in any other action or proceeding, against the Maruyasu Defendants. Subject to the Protective Order (and designations effected thereunder), this Paragraph shall not prevent End-Payor Plaintiffs from using Cooperation Materials produced by the Maruyasu

Defendants against any other defendants in any actions in the MDL Litigation or in confidential settlement discussions to establish (i) or (ii) above.

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.

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

M. Miscellaneous.

54. The Maruyasu 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 Complaints 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 Maruyasu Defendants and the Maruyasu Defendants' alleged illegal conduct, are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. The Maruyasu 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 Actions 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 Maruyasu Defendants, including challenges to the reasonableness of any party's efforts to fulfill obligations under 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 Maruyasu 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 Maruyasu Defendants pertaining to the settlement of the Action against the Maruyasu Defendants, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between End-Payor Plaintiffs and the Maruyasu Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by End-Payor Plaintiffs and the Maruyasu 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 Maruyasu 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 Releasors. The

Releasees (other than the Maruyasu entities which 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 Maruyasu Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

60. Neither End-Payor Plaintiffs nor the Maruyasu 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.

October 12, 2018



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October 15, 2018



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