

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 2:12-md-02311 Judge Marianne O. Battani Magistrate Judge Mona K. Majzoub
IN RE WIRE HARNESS SYSTEMS	:	Case No. 2:12-cv-00103
THIS DOCUMENT RELATES TO: END-PAYOR ACTION	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 2nd day of August, 2016 (“Execution Date”) by and between Tokai Rika Co., Ltd. and TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc. (collectively, “TOKAI RIKA”) and End-Payor Plaintiff Class Representatives (defined herein, and also referred to as “End-Payor Plaintiffs”), both individually and on behalf of a class of end-payor indirect purchasers of Automotive Wire Harness Systems (“Settlement Class”), as more particularly defined in Paragraph 12 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation (In re Wire Harness Systems)*, Master File No. 2:12-md-02311 (“MDL Litigation”), Case No. 2:12-cv-00103 (E.D. Mich.), on their own behalf and on behalf of the Settlement Class;

WHEREAS, End-Payor Plaintiffs allege that they were injured as a result of TOKAI RIKA’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, allocate markets and customers for Automotive Wire Harness Systems (as defined below) in violation of Section 1 of the Sherman Act and various state antitrust, unfair

competition, unjust enrichment, and consumer protection laws as set forth in End-Payor Plaintiffs' Fourth Amended Consolidated Class Action Complaint dated October 17, 2014 (2:12-cv-00103, Doc. No. 233) (the "Complaint");

WHEREAS, TOKAI RIKA denies End-Payor Plaintiffs' allegations and has asserted defenses to End-Payor Plaintiffs' claims, and denies any liability whatsoever;

WHEREAS, End-Payor Plaintiffs, on behalf of themselves and the Settlement Class Members, and TOKAI RIKA agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of the truth of any of End-Payor Plaintiffs' claims or allegations in the Action;

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

WHEREAS, End-Payor Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against TOKAI RIKA, according to the terms set forth below, is in the best interest 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 TOKAI RIKA has agreed to provide pursuant to this Agreement;

WHEREAS, TOKAI RIKA, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted

against TOKAI RIKA with respect to Automotive Wire Harness Systems based on the allegations in the Action, as more particularly set out below; and

WHEREAS, End-Payor Plaintiffs recognize the benefits of TOKAI RIKA's Cooperation and recognize that because of joint and several liability, this Agreement with TOKAI RIKA does not impair End-Payor Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action from other parties besides the Releasees, including any damages attributable to TOKAI RIKA's alleged conduct.

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 as to End-Payor Plaintiffs, the Settlement Class, or TOKAI RIKA, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Action" means the End-Payor Plaintiff antitrust class action consolidated under the caption *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Master File No. 2:12-md-02311, Case No. 2:12-cv-00103, currently pending in the United States District Court for the Eastern District of Michigan, Southern Division, and all actions consolidated therein.

2. "Cooperation" shall refer to those provisions set forth below in Section F, Paragraphs 32 through 36.

3. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by TOKAI RIKA under the terms of this Agreement.

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

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

6. “End-Payor Plaintiff Class Representatives” and/or “End-Payor Plaintiffs” means all persons and/or entities who are named as plaintiffs in the Complaint.

7. “Indirect Purchaser States” means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

8. For purposes of this Agreement, “Automotive Wire Harness Systems” shall have the same meaning as set forth in the operative Complaint at the time this Agreement is executed.

9. “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.

10. “Releasees” shall refer, individually and collectively, to TOKAI RIKA and to all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including but not limited to the predecessors, successors and assigns of each of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and

assigns of each of the foregoing (collectively “TOKAI RIKA”). “Releasees” does not include any defendant in the MDL Litigation other than Tokai Rika Co., Ltd. and TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc., and their parents, subsidiaries and affiliates.

11. “Releasers” shall refer jointly and severally, individually and collectively to End-Payor Plaintiffs and the members of the Settlement Class, as defined in Paragraph 12, below, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, trustees, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

12. For purposes of this Agreement, the “Settlement Class” means:

All persons and entities who, during the period from and including January 1, 1999 through the Execution Date, purchased or leased a new four-wheeled passenger automobile, van, sports utility vehicle, crossover or pick-up truck in the United States not for resale which included one or more Automotive Wire Harness System(s) as a component part, or indirectly purchased one or more Automotive Wire Harness System(s) as a replacement part, which were manufactured or sold by any Defendant or any co-conspirators of the Defendants, or any current or former subsidiary, affiliate, parent, predecessor, or successor of any Defendant or of any co-conspirators of the Defendants. Excluded from the 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 Automotive Wire Harness Systems directly or for resale.

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

Cotchett, Pitre, & McCarthy LLP
840 Malcolm Road
Burlingame, CA 94010

Robins Kaplan LLP.
601 Lexington Avenue, Suite 3400
New York, NY 10022

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

14. “Settlement Class Member” or “Settlement Class Members” means, individually or collectively, each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

B. Approval of this Agreement and Dismissal of Claims Against TOKAI RIKA.

15. Settlement Class Counsel, End-Payor Plaintiffs and TOKAI RIKA shall use their best efforts, including, without limitation, all steps and efforts contemplated by this Agreement and any other steps and efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Rule 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

16. Within thirty (30) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking (i) preliminary approval of this Agreement (the “Motion”). The Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 18 below. The text of these proposed orders shall be agreed upon by End-Payor Plaintiffs and TOKAI RIKA before submission of the motion.

17. End-Payor Plaintiffs shall, at a time to be decided in their sole discretion, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all members of the Settlement Class identified by End-Payor Plaintiffs (“Notice Motion”). To mitigate the costs of notice, the End-Payor Plaintiffs shall

endeavor, if practicable, to disseminate notice with any other settlements that have been or are reached in the MDL Litigation at the time the Notice Motion is filed. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice in the Action.

18. End-Payor Plaintiffs shall seek the entry of an order and final judgment in the Action. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

- (a) certifying the Settlement Class described in Paragraph 12, pursuant to Rule 23, solely for purposes of this settlement as 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) as to TOKAI RIKA, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs, and discharging and releasing the Releasees from all Released Claims;
- (d) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration, and consummation of this settlement, as well as over TOKAI RIKA, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;
- (e) determining under Rule 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to TOKAI RIKA shall be final; and

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

19. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Rule 23(e) and has entered a final judgment in the Action dismissing the Action with prejudice as to TOKAI RIKA and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to TOKAI RIKA described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to TOKAI RIKA has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. 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 TOKAI RIKA have executed this Agreement, End-Payor Plaintiffs and TOKAI RIKA shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 44.

20. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, Documents and discussions associated with them (including Cooperation Materials produced pursuant to Section F, Paragraphs 33 through 35), shall be deemed or construed to be an admission by TOKAI RIKA or the Releasees of any fact or matter, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TOKAI RIKA or the Releasees, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against TOKAI RIKA or the Releasees. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section F, Paragraphs 33 through 35, subject to the limitations in those paragraphs, against any other defendants in the Action, to establish any of the above; or to develop and promulgate a plan of allocation and distribution, subject to the terms and conditions set forth in the Protective Orders in the Action. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by TOKAI RIKA, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

21. 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 19, and in consideration of payment of the Settlement Amount, as specified in Paragraph 23, into the Escrow Account (defined below), for TOKAI RIKA's Cooperation as provided in Section F and Injunctive Relief

provided in paragraph 25, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, damages whenever incurred, liabilities of any nature whatsoever (including without limitation costs, penalties and attorneys' fees), 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, whether directly, representatively, derivatively or in any other capacity) under any federal, state, local, statutory or common law of any jurisdiction in the United States, or any other law, code, rule or regulation, whether in law or in equity, that Releasers, or each of them, ever had, now have, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct, facts, occurrences, or transactions alleged, described or referred to, or that could have been alleged, described or referred to, in the Complaint, or to any act or omission of the Releasees, Defendants or co-conspirators now identified or later identified (or any of them), regardless of where such acts or omissions occurred, including but not limited to any conduct and causes of action alleged or asserted or that could have been alleged or asserted in the Complaint filed in the Action (the "Released Claims"), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Automotive Wire Harness Systems as to such direct purchasers; (2) any claims made by automotive dealerships that are indirect purchasers of Automotive Wire Harness Systems (and who are not otherwise members of the Settlement Class); (3) any claims made by truck and equipment dealerships that are indirect purchasers of Automotive Wire Harness Systems (and who are not otherwise members of the Settlement Class); (4) any claims made by any state, state agency,

or instrumentality or political subdivision of a state as to government purchases and/or penalties; (5) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities law violation or similar claim relating to Automotive Wire Harness Systems; (6) claims concerning any automotive part other than Automotive Wire Harness Systems; (7) claims made outside the United States under laws other than those of the United States, and relating to purchases of Automotive Wire Harness Systems made outside of the United States; and (8) damage claims under the state or local laws of any jurisdiction other than an Indirect Purchaser State. The Releasing Parties covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Releasees in connection with any of the Released Claims. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims.

22. In addition to the provisions of Paragraph 21, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 19, any and all provisions, rights, and benefits, as to their claims concerning Automotive Wire Harness Systems conferred by Section 1542 of the California Civil Code, which states:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, or by any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the

provisions of the release set forth in Paragraph 21 hereof. 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 21, 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 TOKAI RIKA and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

D. Settlement Amount.

23. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, TOKAI RIKA, shall pay the Settlement Amount of US \$760,000.00 (“Settlement Amount”). The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 24 (“Escrow Account”) within thirty (30) days following entry of an order preliminarily approving this Agreement.

24. Escrow Account.

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

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account (“Settlement Fund”) to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market fund 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. Any interest earned on any of the foregoing shall become part of the Settlement Fund. TOKAI RIKA and the Releasees shall have no responsibility for, or liability in connection with, the Settlement Fund, including, without limitation, the investment, administration, maintenance, or distribution thereof.

(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 TOKAI RIKA agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treasury Regulations Section 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 24, including the relation-back election (as defined in Treasury Regulations Section 1.468B-1) 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 the Settlement Class Counsel or Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of Section 468B of the 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 Escrow Account (including without limitation the returns described in Treasury Regulations Section 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 24(d)) shall be consistent with Paragraph 24(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 Escrow Account as provided in Paragraph 24(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 TOKAI RIKA 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 24(d) through 24(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 24(e) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither TOKAI RIKA 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, with prior notice to the parties hereto, 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 Regulations Section 1.468B-2(1)(2)). TOKAI RIKA and the Releasees shall not be responsible or have any liability therefor. End-Payor Plaintiffs and TOKAI RIKA 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 24(d) through 24(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 12, or if such approval is modified or set aside on appeal, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by TOKAI RIKA into the Settlement Fund (other than costs actually expended or incurred in accordance with Paragraph 27), shall be returned to TOKAI RIKA from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

25. Injunctive Relief. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided here, TOKAI RIKA agrees that it is enjoined for a period of 24 months from the date of the entry of final judgment from engaging in conduct that constitutes a per se violation of Section 1 of the Sherman Act (whether characterized as price-fixing, market allocation, bid-rigging, or otherwise) with respect to the sale of any Automotive Wire Harness Systems.

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

27. Payment of Expenses.

(a) TOKAI RIKA agrees to permit use of a portion of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses are not recoverable if this settlement does not become final or is terminated to the extent such funds have actually been expended or incurred for notice and administration costs. Other than as set forth in this Paragraph, TOKAI RIKA and the Releasees shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

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

E. The Settlement Fund.

28. Releasors' sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Fund, and Releasors shall have no other recovery against TOKAI RIKA or any other Releasee.

29. After this Agreement becomes final within the meaning of Paragraph 19, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court 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, taxes

and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 27.

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

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

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

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

incentive awards. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 24 or Paragraph 44.

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

(d) Neither TOKAI RIKA 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 TOKAI RIKA nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation

among Settlement Class Counsel, End-Payor Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

F. Cooperation.

32. In return for the release and discharge provided herein, TOKAI RIKA agrees to pay the Settlement Amount and be bound by the injunction described in Paragraph 25, and further agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 33 through 35 below, until the later of the entry of the final judgment or judgments with respect to all of the remaining defendants in the Action or dismissal with prejudice of those defendants and when such judgments or dismissals in the Action become "final" within the meaning of Paragraph 19. Cooperation will take place consistent with the timing set forth specifically in Paragraphs 33 through 35 below, and in a manner that is in compliance with TOKAI RIKA's obligations to any Government Entities (defined as the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission ("JFTC"), the European Commission ("EU"), or any other government entity) (collectively referred to herein as "Government Entities"). TOKAI RIKA's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided, including coordination with (i) the settlement class counsel for the Automotive Dealership Plaintiffs ("Dealership Plaintiffs Settlement Class Counsel") in the actions captioned Master File No. 12-md-02311, Case No. 2:12-cv-00102; (ii) settlement class counsel for the Direct Purchaser Plaintiffs in Case No. 2:12-cv-00101 ("Direct Purchasers Settlement Class Counsel"); and (iii) settlement class counsel for the Rush Truck Plaintiffs in Cases Nos. 2:14-cv-14451 and 2:14-cv-00107 ("Rush Trucks Settlement Class Counsel"), to the extent reasonably practicable. (Dealership Plaintiffs Settlement Class Counsel, Direct Purchasers Settlement Class Counsel and Rush Trucks Settlement Class Counsel shall be

collectively referred to as the “Other Settlement Class Counsel”). Any attorney proffers, witness interviews, or depositions provided pursuant to this Agreement shall be coordinated with Other Settlement Class Counsel, and shall occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided in contemporaneous settlements entered into by TOKAI RIKA in the Action and any related obligations that may arise from any other settlement.

33. Identity of Individuals. TOKAI RIKA will provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of TOKAI RIKA who: (1) were interviewed by the DOJ, JFTC, or EU in connection with alleged anticompetitive activity with respect to Automotive Wire Harness Systems in the United States or for vehicles that were sold in the United States; or (2) appeared before the grand jury in the DOJ investigation into alleged antitrust violations with respect to Automotive Wire Harness Systems. Neither TOKAI RIKA nor Counsel for Tokai Rika shall be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of TOKAI RIKA was identified or appeared before.

34. Documents. To the extent legally permissible and it has not already done so, TOKAI RIKA shall produce the following Documents within TOKAI RIKA’s possession, custody or control, no later than 60 days after preliminary approval by the Court of this Agreement:

(a) All documents that were created in the ordinary course of business provided to or seized by the DOJ or any of the other Government Entities in connection with an investigation of price-fixing, bid-rigging, market allocation, and customer allocation of Automotive Wire Harness Systems in the United States or for vehicles that were sold in the United States. This production shall include all English translations provided or seized, but TOKAI RIKA will not identify which documents may have been provided to any Government

Entity or indeed which Government Entities may have or may be investigating TOKAI RIKA;

(b) Non-privileged documents that are reasonably accessible that are sufficient to show TOKAI RIKA's general methodology for determination of its prices and bids for the products comprising the Automotive Wire Harness Systems that it sells, including pricing policies, formulas and guidelines, including documents concerning the relationship between prices charged or submitted to different direct purchasers or to the same direct purchaser for different models; and

(c) Non-privileged documents concerning Automotive Wire Harness Systems, collected and reviewed in connection with TOKAI RIKA's internal investigation, that are relevant to the allegations in the Complaint, or that have been identified by TOKAI RIKA as relating to or concerning a communication, meeting, or agreement regarding Automotive Wire Harness Systems, by any employee, officer or director of TOKAI RIKA with any employee, officer or director of another manufacturer or seller of Automotive Wire Harness Systems, but that were not provided to or seized by Government Entities; and .

(d) Transactional sales and cost data kept in the ordinary course of TOKAI RIKA's business, to the extent such data exists in TOKAI RIKA's electronic databases and is reasonably accessible, related to TOKAI RIKA's bids, price submissions and sales of Wire Harness Products sold directly to purchasers of Wire Harness Products in the United States for the period January 1, 1998 through December 31, 2014.

(e) All currently pending discovery requests will be considered withdrawn as of the Effective Date, and no further discovery will be sought from any TOKAI RIKA entity other than as provided for in the Agreement. The parties acknowledge that responsive Documents may not exist, and TOKAI RIKA has already produced extensive Documents responsive to this

Paragraph. In making any production contemplated by this Agreement, TOKAI RIKA is entitled to withhold from production any Documents protected from disclosure by the attorney-client privilege, doctrine, or law. In providing Documents, TOKAI RIKA is not required to create a privilege log or otherwise provide End-Payor Plaintiffs with identifying information regarding the Documents withheld. No Document prepared in the ordinary course of business shall be withheld under claim of privilege if produced or made available to any Government entity. If any Document protected by the attorney-client privilege, attorney work-product protection or any other privilege is accidentally or inadvertently produced under this Paragraph, upon notice by TOKAI RIKA of such inadvertent production, the Document shall promptly be destroyed and/or returned to TOKAI RIKA, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. This Agreement, together with the Protective Order in each of the Actions, brings any inadvertent production by TOKAI RIKA within the protections of Federal Rule of Evidence 502(d), and Settlement Class Counsel will not argue that production to any person or entity made at any time suggests otherwise.

35. Attorney Proffers and Witness Interviews. Additionally, TOKAI RIKA shall use its best efforts to cooperate with Settlement Class Counsel as set forth in this Paragraph 35. No earlier than five (5) days after preliminary approval of this Agreement is granted by the Court, and upon reasonable advance notice, TOKAI RIKA's counsel will make themselves available in Washington, D.C., or at a mutually agreed location in the United States, for up to two meetings of one business day each to provide an attorney's proffer of facts known to them. TOKAI RIKA further agrees to use its best efforts, upon reasonable joint advance notice from Settlement Class Counsel and Other Settlement Class Counsel, to make available two (2) persons, who are current or former directors, officers, and/or employees of TOKAI RIKA, and who would reasonably assist

End-Payor Plaintiffs in the prosecution of this Action, for one interview or deposition, and provide two (2) declarations or affidavit from the same persons (one declaration or affidavit from each person). The interview or deposition shall be conducted at a mutually agreed-upon location, and shall be limited to a total of seven (7) hours over one (1) day unless the witness requests a translator, in which case the interview or deposition shall be limited to a total of thirteen (13) hours over two (2) days.

36. In addition to its Cooperation obligations set forth herein, TOKAI RIKA shall make its best efforts to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, and upon reasonable advance notice, a reasonable number of TOKAI RIKA 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 TOKAI RIKA. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call TOKAI RIKA witnesses at trial for the purpose of obtaining such evidentiary foundations.

37. In addition, after conducting a reasonable search, TOKAI RIKA shall, to the best of its knowledge, identify those new four-wheeled passenger automobiles, vans, sports utility vehicles, and crossover or pick-up trucks sold in the United States that contain Automotive Wire Harness Systems sold by TOKAI RIKA.

38. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, TOKAI RIKA's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, the later of the entry of the final judgment or judgments with respect to all of the remaining defendants in the Action, or dismissal with prejudice of those

defendants and when such judgments or dismissals become "final" within the meaning of Paragraph 19.

39. End-Payor Plaintiffs and Settlement Class Counsel agree they will not use the Cooperation Materials provided by TOKAI RIKA or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the Action against other defendants besides the Releasees. All Cooperation Materials provided pursuant to this Agreement shall be governed by the terms of the Protective Order, and shall be deemed "Highly Confidential - Outside Attorneys Only", subject to any orders which may be entered by the Court. The parties and their counsel further agree that any statements made by TOKAI RIKA's counsel in connection with and/or as part of this Agreement, including the attorney proffer, shall not be disclosed to any other party and shall be governed by Federal Rule of Evidence 408, and shall not be deemed admissible into evidence or to be subject to further discovery.

40. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against TOKAI RIKA or any of the Releasees, 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 Cooperation Materials provided by TOKAI RIKA and/or the other Releasees, their counsel, or any individual made available by TOKAI RIKA 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 TOKAI RIKA 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 TOKAI RIKA in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein.

41. TOKAI RIKA need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from End-Payor Plaintiffs, meet and confer or otherwise negotiate with End-Payor Plaintiffs regarding discovery requests previously served in the Action or otherwise participate in the Action during the pendency of the Agreement. Other than to enforce the terms of this Agreement, neither TOKAI RIKA nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

42. In the event that TOKAI RIKA produces Documents or provides declarations or written responses to discovery to any party or non-party in the in the MDL Litigation, concerning or relating to the Action (“Relevant Production”), TOKAI RIKA shall produce all such Documents, declarations or written discovery responses to End-Payor Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by TOKAI RIKA to End-Payor Plaintiffs. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in this Action, to the extent Settlement Class Counsel’s participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 35 above are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

43. If Settlement Class Counsel believe that TOKAI RIKA or any current or former employee, officer or director has failed to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with TOKAI RIKA. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling TOKAI RIKA to use its best efforts to provide such cooperation. Nothing in this provision shall limit in any way TOKAI RIKA's ability to defend the level of Cooperation it has provided or to defend its compliance with the terms of the Cooperation provisions in this Agreement.

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

44. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 19, 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 TOKAI RIKA 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 57. 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.

45. In the event that this Agreement does not become final as set forth in Paragraph 19, or this Agreement otherwise is terminated, 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 TOKAI RIKA less only disbursements made

in accordance with Paragraph 27. TOKAI RIKA expressly reserves all rights and defenses if this Agreement does not become final.

46. Further, and in any event, End-Payor Plaintiffs and TOKAI RIKA agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, Cooperation Materials, 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 TOKAI RIKA, or the other Releasees to be used against TOKAI RIKA 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 MDL Litigation, to be used against TOKAI RIKA or the other Releasees, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against TOKAI RIKA or the other Releasees. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation Materials produced by TOKAI RIKA against any other defendants besides the Releasees in the Action to establish any of the above.

47. 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 TOKAI RIKA.

48. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement, appropriate notice 1) of the Agreement; and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

49. TOKAI RIKA, End-Payor Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties and it is submitted to the Court for preliminary approval.

50. TOKAI RIKA 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.

51. 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 TOKAI RIKA and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by End-Payor Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than TOKAI RIKA and the other Releasees, for sales made by TOKAI RIKA and for TOKAI RIKA's alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. TOKAI RIKA's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than TOKAI RIKA and the other Releasees. TOKAI RIKA and the other Releasees shall not be responsible for any payment to End-Payor Plaintiffs and Settlement Class Members other than the amount specifically agreed to in Paragraph 23 of this Agreement.

52. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by End-Payor Plaintiffs and TOKAI RIKA, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the

substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. TOKAI RIKA will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

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

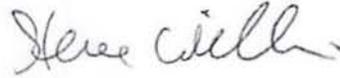
56. Neither End-Payor Plaintiffs nor TOKAI RIKA shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

57. 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.

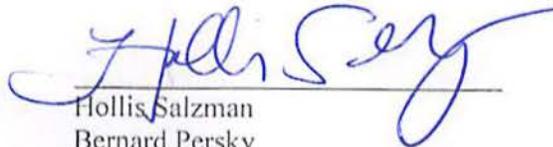
58. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement subject to Court approval.

59. This Agreement shall become effective upon approval by the Board of Directors of TOKAI RIKA, and TOKAI RIKA shall promptly notify End-Payor Plaintiffs upon receipt of such approval.

Date: August 2, 2016



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*Interim Co-Lead Class Counsel for the
Proposed End-Payor Plaintiff Class*

Date: August 2, 2016



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