EXHIBIT 1

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 INTERIOR TRIM PRODUCTS	Case No. 2:16-cv-03503
THIS DOCUMENT RELATES TO: END-PAYOR ACTION	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 30th day of January 2017 ("Execution Date") by and between INOAC Corporation, INOAC Group North America, LLC, and INOAC USA Inc. (collectively, "INOAC") and End-Payor Plaintiff Class Representatives ("End-Payor Plaintiffs"), both individually and on behalf of a class of end-payor indirect purchasers of Interior Trim Products ("Settlement Class"), as more particularly defined in Paragraph A.14 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation* (*In re Interior Trim Products*), Master File No. 2:12-md-02311 ("MDL Litigation"), Case No. 2:16-cv-03503 (E.D. Mich.) (the "Action") on their own behalf and on behalf of the Settlement Class;

WHEREAS, End-Payor Plaintiffs allege that they were injured as a result of INOAC's participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Interior Trim Products (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' Class Action Complaint for Damages and Injunctive Relief ("Complaint") (Case No. 2:16-cv-10461, ECF No. 1);

WHEREAS, INOAC denies End-Payor Plaintiffs' allegations and may assert defenses to End-Payor Plaintiffs' claims in the Action;

WHEREAS, arm's length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for INOAC 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 INOAC, 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 Cooperation and the Conduct Agreement set forth Paragraph C.35 that INOAC has agreed to provide pursuant to this Agreement;

WHEREAS, INOAC, 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 INOAC with respect to Interior Trim Products, based on the allegations in the Action, as more particularly set out below; and

WHEREAS, End-Payor Plaintiffs recognize the benefits of INOAC's Cooperation and the relief set forth in Paragraph C.35, and recognize that because of joint and several liability, this Agreement with INOAC 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, including any damages attributable to INOAC'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 and, except as hereinafter provided, without costs as to End-Payor Plaintiffs, the Settlement Class, or INOAC, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Interior Trim Products" are automotive plastic interior trim parts. They do not include the main bodies of instrument panels and typically consist of molded trim parts made from plastics, polymers, elastomers and/or resins manufactured and/or sold for installation in automobile interiors, including, without limitation, console boxes, assist grips, registers, center cluster panels, glove boxes and glove box doors, meter cluster hoods, switch hole covers, and lower panel covers and boxes.

2. "Cooperation" shall refer to those provisions set forth below in Section K.

3. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material (including information from attorney proffers) provided by INOAC or its counsel under the Cooperation terms of this Agreement.

4. "Defendant" means any party named or to be named as a defendant in the Action at any time up to and including the date of Final Court Approval (as defined below).

5. "Document" is defined to be synonymous in meaning and equal in scope to the use 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" mean those Settlement Class Members, as defined in Paragraph 16, below, who are named plaintiffs in the Complaint to be filed.

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

9. "Protective Order" means 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) and any other similar order issued in this Action.

10. "Releasees" shall refer to (i) INOAC, and to (ii) all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to, Intertec Systems, LLC, a U.S. company, Intertec Systems, an Ontario general partnership, and the predecessors, successors and assigns of each of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents,

stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. "Releasees" do not include any defendant in the MDL Litigation other than INOAC.

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

12. "Settlement Fund" shall refer to the Settlement Amount deposited in the Escrow Account (defined below) plus any income or accrued interest earned on that amount.

13. "Vehicles" shall refer to four-wheeled passenger automobiles, light trucks, vans, mini-vans, sport utility vehicles, crossovers, and pick-up trucks.

14. For purposes of this Agreement, the "Settlement Class" means:

> All persons and entities that, from June 1, 2004 through the Execution Date, purchased or leased a new Vehicle in the United States not for resale, which included one or more Interior Trim Products as a component part, or indirectly purchased one or more Interior Trim Product(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, including, but not limited to, Intertec Systems, LLC, a U.S. company, and Intertec Systems, an Ontario general partnership, or any co-conspirator of a Defendant. 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 Interior Trim Products directly or for resale.

15. "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

16. "Settlement Class Member" means 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 INOAC.

17. End-Payor Plaintiffs and INOAC 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 Rule 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to INOAC and the other Releasees only.

18. After reasonable notice to and review and comment by INOAC, and within forty-five (45) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement ("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 20 below.

19. End-Payor Plaintiffs shall, after reasonable notice to INOAC and at a time to be decided in End-Payor Plaintiffs' 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"). The End-Payor Plaintiffs will submit a draft of the Notice Motion to INOAC sufficiently in advance of the date the End-Payor Plaintiffs intend to submit the Notice Motions to the Court for INOAC's counsel to review and comment. 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 and of which notice has not previously been provided. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice in the Action.

20. End-Payor Plaintiffs shall seek the entry of an order and final judgment, the text of which End-Payor Plaintiffs and INOAC shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph A.14, pursuant to Rule 23, solely for purposes of this settlement as a settlement class for the Action;

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

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

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

(e) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration, and consummation of this settlement as well as over INOAC, for the duration of its provision of Cooperation and the relief set forth in Paragraph C.35 of this Agreement, to the United States District Court for the Eastern District of Michigan;

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

(g) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including INOAC, 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 motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

21. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph A.14 and approving this Agreement under Rule 23(e) and has entered a final judgment in the Action dismissing the Action with prejudice as to INOAC 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 INOAC 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 INOAC has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review, and no other motion or pleading is pending in this or any court seeking to set aside, enjoin, or in any way alter the judgment of final approved order in each Action or to toll the time for appeal of the judgment. "Final Court Approval" shall mean the satisfaction of all the conditions set forth in this Paragraph. 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 INOAC have executed this Agreement, End-Payor Plaintiffs and INOAC shall be bound by its terms and this Agreement shall not be rescinded or terminated except as expressly permitted by the Agreement.

22. Neither this Agreement (whether or not it should receive Final Court Approval), nor the final judgment, nor any and all negotiations, documents or discussions associated with them (including Cooperation Materials produced pursuant to Section K), shall be deemed or construed to be an admission by INOAC or any other Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by INOAC or any other Releasee, 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 directly or indirectly, in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against INOAC or any other Releasee. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section K, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation, to establish any of the above;

or to develop and promulgate a plan of allocation and distribution in the MDL Litigation, provided that such use is subject to the terms and conditions set forth in the Protective Order and INOAC has had the opportunity to make applicable confidentiality designations under the Protective Order. 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 INOAC or any other Releasee, 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 (defined below), or as otherwise required by law.

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

24. In addition to the effect of any final judgment entered in accordance with this Agreement, upon Final Court Approval, as set out in Paragraph B.21, and in consideration of payment of the Settlement Amount, as specified in Paragraph 26 into the Escrow Account (defined below), the conduct agreement described in Paragraph 35 of this Agreement, the promise of Cooperation, 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, whether directly, representatively, derivatively or in any other capacity) under any federal, state or local law of any jurisdiction in the United States, that Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent,

liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct alleged or to be alleged in the Complaint or any act or omission of the Releasees (or any of them), concerning Interior Trim Products, including but not limited to any conduct and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaint filed in the Action ("Released Claims"), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Interior Trim Products as to such direct purchasers; (2) any claims made by automotive dealerships that are indirect purchasers of new Interior Trim Products for resale and of new Interior Trim Products in new vehicles purchased for resale; (3) any claims made by truck and equipment dealerships that are indirect purchasers of new Interior Trim Products for resale and of new Interior Trim Products in new vehicles purchased for resale; (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 or similar claim relating to Interior Trim Products; (6) claims concerning any automotive part other than Interior Trim Products; (7) claims under laws other than those of the United States relating to purchases of Interior Trim Products made by any Releasor outside of the United States; and (8) damage claims under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims or as to conduct at issue in the Released Claims unless this Agreement does not, for any reason, receive upon Final Court Approval or is or is rescinded or terminated.

25. In addition to the provisions of Paragraph 24, Releasors hereby expressly waive and release, upon this Agreement receiving Final Court Approval, as set out in Paragraph B.21, any and all provisions, rights, and benefits, as to their claims concerning Interior Trim Products conferred by Section 1542 of the California Civil Code, which states:

> 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 similar law or statute 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. 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 24, 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 INOAC and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 24, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

26. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, INOAC, shall pay the Settlement Amount of US $2,470,000.00 ("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 Section E ("Escrow Account") within thirty (30) days following (i) entry of an order preliminarily approving this

Agreement by the Court, and (b) INOAC being provided with the W-9 account number, account name, and wiring information for the Escrow Account. No part of the Settlement Amount paid by INOAC shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

E. Escrow Account.

27. 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 INOAC, such escrow to be administered by the Escrow Agent under the Court's continuing supervision and control.

28. The Escrow Agent shall cause the fund 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 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. INOAC shall bear no risk related to the Settlement Fund.

29. 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 fund shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

30. End-Payor Plaintiffs and INOAC 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, 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. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Amount being a "Qualified Settlement Fund" within the meaning of Treasury Regulation Section 1.468B-1.

31. 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)). Such returns (as well as the election described in Paragraph 30) shall be consistent with Paragraph 30 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 32 hereof.

32. 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 INOAC 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 27

through 34 (including, without limitation, expenses of attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 31 ("Tax Expenses")), shall be paid out of the Settlement Fund.

33. Neither INOAC nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other taxing authority. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court 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(l)(2)). INOAC and the other Releasees shall not be responsible or have any liability therefor. End-Payor Plaintiffs and INOAC 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 27 through 34.

34. If this Agreement does not receive Final Court Approval, or is rescinded or terminated, then all amounts paid by INOAC into the Settlement Fund (other than costs expended or incurred in accordance with Sections E and H), shall be returned to INOAC from the Escrow Account by the Escrow Agent, along with any interest accrued thereon, within thirty (30) calendar days of the date the Agreement does not receive Final Court Approval, or is rescinded or terminated.

F. Conduct Agreement.

35. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, INOAC agrees that for a period of 24 months from the entry of the preliminary approval of this Agreement, it will not engage in conduct that constitutes a *per se* violation of Section 1 of the Sherman Act (whether characterized as price-fixing, market allocation, bid-rigging, or otherwise) with respect to the sale of any Interior Trim Products.

G. Exclusions.

36. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline, which shall be the date set by the Court by which any class member must request exclusion from the Settlement Class. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court Final Approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by this Agreement upon Final Court Approval. Settlement Class Counsel shall, within ten (10) business days after the Opt-Out Deadline, provide INOAC with a list and copies of all out-out requests it receives in the Action and shall file with the Court a list of all members of the Settlement Class who timely and validly opted out of the settlement.

(a) Subject to Court Approval, any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. INOAC reserves all of its 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 Interior Trim Products that properly is included within the Settlement Class and/or has standing to bring any claim against INOAC.

(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, 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. Any member of the Settlement Classes that submits a written request for exclusion must also identify the number of new Vehicles purchased from January 1, 2004 through the Execution Date of this Agreement as requested in the notice to the Settlement Class as provided in Paragraph B.19

(c) INOAC 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, request a ruling thereon within thirty (30) days of the Opt-Out Deadline.

H. Payment of Expenses.

37. INOAC agrees to permit up to a maximum of $75,000 of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses actually expended or incurred are not recoverable if this settlement does not receive Final Court Approval or has been rescinded or terminated, to the extent expended or incurred for notice and administration costs. The Escrow Agent shall return all remaining portions of the Settlement Fund to the INOAC if this Agreement does not receive Final Court Approval, or is rescinded or terminated. Other than as set forth in this Paragraph, INOAC 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 ("Litigation Expenses").

38. 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 for which notice pursuant to Federal Rule of Civil Procedure 23 has not yet been provided and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

I. The Settlement Fund.

39. Releasors' sole source or 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 INOAC or any other Releasee.

40. After this Agreement receives Final Court Approval, 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 INOAC or any other Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 37.

41. End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all Litigation Expenses, as provided for in this Agreement and approved by the Court. INOAC and the other Releasees shall not be liable for any Litigation 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.

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

42. Settlement Class Counsel may, after preliminary approval of this Agreement at a time to be determined in its sole discretion, submit an application or applications to the Court ("Fee and Expense Application") for the following payments to be made to Settlement Class Counsel after Final Court Approval of this Agreement: (i) an award of attorneys' fees not in excess of one-third of the Settlement Amount; 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 INOAC 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.

43. Subject to Court approval, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all Litigation Expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and incentive awards awarded by the Court. 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 does not receive Final Court Approval, or is rescinded or terminated.

44. 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 or permit rescission or termination of this Agreement, or affect or delay the finality of the Final Court Approval of and/or judgment approving the settlement.

45. Neither INOAC 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.

46. Neither INOAC 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, End-Payor Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

K. Cooperation.

47. In return for the release and discharge provided herein, INOAC agrees to pay the Settlement Amount and be bound by the Conduct Agreement described in Paragraph 35, and further agrees to use its best efforts to provide reasonable, good faith and timely

Cooperation, as set forth specifically in Paragraphs 47-62 below. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with INOAC'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). INOAC shall not be required to provide documents or information protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a government entity. Should INOAC withhold any materials pursuant to the foregoing sentence, INOAC will so inform the End-Payor Plaintiffs and will describe the basis for such withholding. Cooperation shall be limited to Interior Trim Products and shall not include information relating to other products manufactured by INOAC and/or Releasees.

48. Identity of Individuals. INOAC will provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of INOAC who: (1) were interviewed by the DOJ, JFTC, or EU in connection with the alleged anticompetitive activity relating to Interior Trim Products; (2) appeared before the grand jury in the DOJ investigation of conduct in the alleged Interior Trim Products conspiracy; and/or (3) were disclosed by INOAC to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Interior Trim Products.

49. Documents. INOAC will use its reasonable best efforts to substantially complete the production to End-Payors of the following, non-privileged, Documents, including all translations thereof (provided that INOAC is not obligated to create translations for the purposes of Cooperation), within 120 days after Preliminary Approval by the Court: (1) pre-

existing Documents produced to or seized by the DOJ, EU, or JFTC relating to their investigations into alleged competition violations with respect to Interior Trim Products (with the exception of translations, INOAC shall not be required to produce any attorney work-product provided to the DOJ, EU, or JFTC); (2) Documents concerning Interior Trim Products collected and reviewed in connection with INOAC's internal investigation that are relevant to the allegations in the Complaint; (3) Documents, if any, that are reasonably accessible and sufficient to show INOAC's general methodology for determination of their prices for Interior Trim Products sold to Original Equipment Manufacturers ("OEMs") in the United States and/or for use in Vehicles to be sold in the United States; (4) Documents, if any, that are reasonably accessible and sufficient to show how employees were trained or instructed to bid and set prices submitted to OEMs or potential OEM purchasers for Interior Trim Products sold to OEMs in the United States and/or for use in Vehicles to be sold in the United States; and (5) for requests for quotation ("RFQ") that were subject to collusion and up to ten (10) additional RFQs to be identified by End-Payor Plaintiffs, such RFQs, bids submitted in response to such RFQs, award notifications for such RFQs, and post-award price adjustments that were part of such RFQs for Interior Trim Products, if any, for Interior Trim Products sold to OEMs in the United States and/or for use in the Vehicles to be sold in the United States, subject to a meet and confer with INOAC as to any reasonable limits on this obligation, provided that INOAC shall not unreasonably withhold consent to the production of the foregoing documents. To the extent End-Payor Plaintiffs identify or INOAC discovers any deficiencies in that production, INOAC will act in good faith to resolve those deficiencies in a timely manner. INOAC will have no obligation to collect, search, produce, or make available to the End-Payor Plaintiffs any Documents created on or after the date of the filing of the Action other than the Transactional

Data discussed in Paragraph 50. As to Documents in INOAC's possession, custody, or control that are not listed above (such as Documents related to other RFQs for Interior Trim Products for Interior Trim Products sold that were not subject to collusion or were not identified by End-Payor Plaintiffs or created on or after the date of the filing of the Action), INOAC will consider in good faith any reasonable request by End-Payor Plaintiffs to collect and produce such Documents, provided the information requested is reasonably necessary for the prosecution of any case against Defendants in in this action or any action within 12-md-2311 relating to Interior Trim Products, is proportionate to the needs of the case(s) and would not impose an undue burden on INOAC. If the parties cannot agree on productions of the foregoing Documents, the parties may seek an order from the Special Master, appealable to the Court, under the provisions in Paragraphs 63 and 71. All currently pending discovery requests will be withdrawn, and no further discovery will be sought from any INOAC entity other than as provided for in this Agreement.

50. Transactional Data. At the request of End-Payor Plaintiffs following Preliminary Approval, INOAC will use its best efforts to produce within one hundred and twenty (120) days pre-existing and reasonably accessible transactional data in INOAC's electronic databases related to Interior Trim Products sold to OEMs, including all pre-existing translations. The time period for this production will be from June 1, 2004 to the Execution Date. In addition, INOAC will provide, in response to a written request from Settlement Class Counsel, a single production of electronic transactional data generated during the two years after the Execution Date of this Agreement concerning Interior Trim Products, as it exists in INOAC's electronic databases at the time of the request, within sixty (60) days of the receipt of such request. INOAC will preserve such transactional data until two years after the Execution

Date of this Agreement. INOAC will consider in good faith any request made by Settlement Class Counsel that it produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases.

51. Should INOAC inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under domestic or foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by a Government Entity, End-Payor Plaintiffs agree: (a) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement and (b) to return such documents to INOAC upon a written request from INOAC. This Agreement, together with the Protective Order in the Action, brings any inadvertent production by INOAC 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.

52. Attorney Proffers, Witness Interviews, Depositions and Testimony. Additionally, INOAC shall use its best efforts to cooperate with Settlement Class Counsel by: (1) making INOAC's counsel available 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 regarding INOAC's involvement in and/or knowledge of End-Payor Plaintiffs substantive allegations concerning meetings, communications, and agreements among Interior Trim Products competitors regarding Interior Trim Products pricing, supply, or other information used to set prices or control supply of Interior Trim Products; (2) using its best efforts to provide the following types of cooperation relating to the Interior Trim Products: (a) making five (5) of its current officers or employees available who Settlement Class Counsel and Auto Dealer Settlement Class Counsel jointly select for reasonable interviews and depositions, (b)

providing five (5) declarations or affidavits from the same persons, (c) making those persons available to testify at trial; and (3) after conducting a reasonable search of reasonably accessible information, to the best of its knowledge, identifying those Vehicles sold in the United States from June 1, 2004 through the Execution Date of this Agreement that contain Interior Trim Products sold by INOAC to Original Equipment Manufacturers. Each deposition described above shall be conducted at a mutually agreed-upon location in the United States, and 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 each deposition shall be limited to a total of thirteen (13) hours over two (2) days. If the interview, deposition or trial takes place outside the country of the witness's residence, Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall each reimburse half the reasonable travel costs incurred by such persons for time or services rendered. Such travel expenses may include economy airfare, meals, lodging and ground transportation, but not airfare for business or first class seats. Reimbursable expenses shall not exceed $1,500 per interviewee or deponent. If the interview and the above-described deposition occur during the same trip, the above-limitations will apply to that trip.

53. In addition to its Cooperation provisions set forth herein, at the request of End-Payor Plaintiffs and subject to agreement with INOAC, INOAC agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any documents or transactional data produced or to be produced by INOAC. Settlement Class Counsel agree to use their best efforts to avoid the need to call INOAC witnesses at trial for the purpose of obtaining such evidentiary foundations.

54. All Cooperation shall be coordinated with other settling plaintiffs in such a manner so that all unnecessary duplication and expense is avoided. Any attorney proffers, witness interviews, or depositions provided pursuant to Cooperation provisions shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided under INOAC's Cooperation provisions to the Automobile Dealership Plaintiffs and, if agreed upon by the parties hereto, any other party with whom INOAC reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action. It is understood that INOAC may, despite its best efforts, be unable to make available for interviews, depositions, or trial testimony or any other court proceedings certain individuals who have been or may be charged in the DOJ's ongoing investigation into price-fixing and bid-rigging in the automotive parts industry and represented by counsel other than counsel for INOAC, or are no longer officers, directors, or employees of INOAC.

55. As a condition precedent to the Cooperation provisions set forth in Paragraphs 47 through 62 of this Agreement, INOAC and the End-Payor Plaintiffs, through Settlement Class Counsel, shall, after the Execution Date, agree upon, stipulate to and submit to the Court the Protective Order for entry in this Action. INOAC shall be entitled to designate all Cooperation Materials in accordance with the Protective Order. End-Payor Plaintiffs and Settlement Class Counsel will not attribute any factual information obtained from Attorney Proffers to INOAC or their counsel. End-Payor and Settlement Class Counsel may share information obtained from attorney proffers with Automobile Dealership Plaintiffs and, if agreed upon by the parties hereto, with any other party with whom INOAC reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action, but shall not disclose Cooperation Materials or information obtained from attorney proffers to

any other person, including, without limitation, claimants or potential claimants, any direct purchaser plaintiffs, truck and equipment dealers, state attorneys general, public entity plaintiffs, and opt-out plaintiffs in the MDL Proceeding, except with the express written consent of INOAC.

56. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any attorney proffers or other statements made by counsel for INOAC in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408, shall otherwise not be deemed admissible into evidence or subject to further discovery and shall be deemed to be "Highly Confidential" under the Protective Order. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such attorney proffers or other statements: (a) in the prosecution of its claims in all cases in the Action, including for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, except any claims against INOAC or the other Releasees; and (b) to certify under seal that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but shall not introduce any such information contained in such attorney proffers or such other statements into the record, or depose or subpoena any INOAC counsel.

57. Unless this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect, INOAC's obligations to provide Cooperation under this Agreement shall continue, unless otherwise ordered by the Court, until the date that final judgment has been entered in the Action against all current and later-named Defendants. For

purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 21.

58. If this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect (collectively, "District Court Termination"), unless otherwise agreed by INOAC, within sixty (60) days after District Court Termination, End-Payor Plaintiffs must return or destroy all Cooperation Materials received from the Releasees, and must comply with all other terms of the Protective Order governing such return or destruction.

59. In the event that this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to use in any way or introduce into evidence against INOAC or the other 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 or Documents, statements or information provided by INOAC and/or the Releasees, their counsel, or any individual made available by INOAC pursuant to the Cooperation provisions (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, End-Payor Plaintiffs and INOAC are not relinquishing any rights to pursue discovery from each other or from third parties in the event that this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect. Should this Agreement fail to receive Final Court Approval, or is rescinded or terminated, End-Payor Plaintiffs and INOAC will meet and confer regarding the number and timing of any additional depositions of current or former employees of INOAC in

the Action. If the parties cannot agree, either may move the Court in the Action to set the number and timing of such depositions.

60. Unless this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect, Releases 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 served in the Action or otherwise participate in the Action during the pendency of the Agreement, with the exception of the Cooperation provisions set forth above in Paragraphs 47 - 62. Other than to enforce the terms of this Agreement, neither INOAC nor End-Payor Plaintiffs shall file motions against the other in the Action or MDL Litigation, during the pendency of the Agreement.

61. INOAC, End-Payor Plaintiffs, and Settlement Class Counsel agree not to disclose the terms of this Agreement until this Agreement is submitted to the Court for preliminary approval publicly or to any other person, except such disclosure may be made: (a) to the Releasees where necessary, (b) as otherwise required by law or statute in any jurisdiction; (c) to any other party with whom INOAC reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action; and (d) to those employees and outside professional advisors (*e.g.*, accountants, lawyers, tax advisors, etc.) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise INOAC and End-Payor Plaintiffs. INOAC may disclose the fact that it has settled with End-Payor Plaintiffs, without disclosing the settlement terms, to counsel for other Defendants in the Action.

62. In the event that INOAC produces Documents or provides declarations or written responses to discovery to any party or non-party in the MDL Proceeding, concerning or relating to the Action ("Relevant Production"), INOAC 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 INOAC to End-Payor Plaintiffs. This Agreement does not restrict Settlement Class Counsel from attending, and/or participating in any deposition in the MDL Proceeding. Settlement Class Counsel may attend and/or participate in any depositions of INOAC's current or former officer, directors or employees in addition to the depositions set forth in Paragraph 52, provided that the time for participation of Settlement Class Counsel and Settlement Class Counsel for the Automobile Dealership Plaintiffs 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 an INOAC current or former officer, director or employee. Cross-notice and participation by Settlement Class Counsel and Settlement Class Counsel for the Automobile Dealership Plaintiffs in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 52 above. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 52 above are coordinated with any other deposition noticed in the MDL Proceeding to avoid unnecessary duplication.

63. If Settlement Class Counsel believes that INOAC 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 INOAC's 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.

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

64. If this Agreement does not receive Final Court Approval, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraphs 20 and 21, 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 INOAC 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 76. A modification or reversal on appeal of any amount of Litigation Expenses, including, without limitation, Settlement Class Counsel's fees or the incentive awards awarded by the Court from the Settlement Fund shall not be deemed a failure to receive Final Court Approval or a modification of all or a part of the terms of this Agreement or such final judgment, and shall not be deemed a basis to rescind this Agreement.

65. In the event that this Agreement does not receive Final Court Approval, or this Agreement otherwise is rescinded or 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 INOAC less only disbursements made in accordance with Paragraph 37 of this Agreement. INOAC expressly reserves all rights and defenses if this Agreement does not become final.

66. Further, and in any event, End-Payor Plaintiffs and INOAC agree that whether or not this Agreement receives Final Court Approval, or is rescinded or terminated, the Agreement, 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 INOAC, or the other Releasees to be used against INOAC or the 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. Whether or not this Agreement receives Final Court Approval, or is rescinded or terminated, evidence derived from the Agreement, and any and all negotiations, documents, Cooperation, and discussions associated with it, shall not be discoverable or used in any way, whether in the MDL Litigation or in any other action or proceeding, against INOAC or the Releasees. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 47-62, subject to the limitations in those paragraphs, against any of the other Defendants in the MDL Litigation, except INOAC and Releasees, to establish any of the above.

67. 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 INOAC.

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

69. INOAC 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.

70. 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 INOAC 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 INOAC and the other Releasees, for sales made by INOAC and INOAC's Releasees relating to alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. INOAC and the other Releasees' sales to the Settlement Class and their 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 INOAC and the other Releasees, to the extent that such other persons or entities are named in the Action or any action that becomes part of or relates to the claims in the Action, and to the extent permitted by applicable law. Neither INOAC nor the other Releasees shall be responsible for any payment to End-Payor Plaintiffs other than the Settlement Amount specifically agreed to in Paragraph 26.

71. 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 INOAC, including challenges to the reasonableness of any party's actions required by this Agreement. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. INOAC will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

74. This Agreement may be executed in counterparts by End-Payor Plaintiffs and INOAC, and a facsimile or Portable Document Format (.pdf) image of a signature shall be deemed an original signature for purposes of executing this Agreement.

75. Neither End-Payor Plaintiffs nor INOAC 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.

76. 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.

77. 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.

77. After execution by Settlement Class Counsel and attorneys for INOAC, this Agreement shall become effective upon approval by the Board of Directors of INOAC and INOAC shall promptly notify End-Payor Plaintiffs upon receipt of such approval.

Date: January 30, 2017

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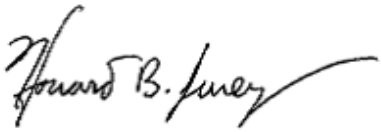
Interim Co-Lead Class Counsel for the Proposed End-Payor Plaintiff Class

Date: January 30, 2017



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