

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

IN RE AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	2:12-md-02311 Honorable Marianne O. Battani
In re: AUTOMOTIVE LAMPS HID BALLASTS	:	Case No. 2:13-cv-01203 Case No. 2:13-cv-01703
THIS DOCUMENT RELATES TO: END-PAYOR ACTIONS	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 8th day of March 2018 (“Execution Date”) by and between Stanley Electric Co., Ltd., Stanley Electric U.S. Co., Inc., and II Stanley Co., Inc. (collectively, “Stanley”) and End-Payor Plaintiff Class Representatives (“End-Payor Plaintiffs”), both individually and on behalf of classes of indirect purchasers of Automotive Lamps and HID Ballasts (“Settlement Classes”), as more particularly defined in Paragraph 15 below.

WHEREAS, End-Payor Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (“MDL Litigation”), Case No. 2:13-cv-01203 (the “Lamps Action”), and Case No. 2:13-cv-01703 (the “Ballasts Action”) (together, the “Actions”), on their own behalf and on behalf of the Settlement Classes;

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

and allocate markets and customers for (1) Automotive Lamps (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' Second Consolidated Amended Class Action Complaint (Case No. 2:13-cv-01203, Doc. No. 81) ("Lamps Complaint"), and (2) HID Ballasts (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' Second Consolidated Amended Class Action Complaint (Case No. 2:13-cv-01703, Doc. No. 208) ("Ballasts Complaint") (together with the Lamps Complaint, the "Complaints");

WHEREAS, Stanley denies End-Payor Plaintiffs' claims and has asserted defenses to End-Payor Plaintiffs' claims in the Actions;

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

WHEREAS, End-Payor Plaintiffs, through Settlement Class Counsel, have conducted an investigation into the facts and the law regarding the Actions and have concluded that resolving the claims against Stanley, according to the terms set forth below, is in the best interests of End-Payor Plaintiffs and the Settlement Classes because of the payment of the Settlement Amount and the value of the Injunctive Relief and Cooperation (as those terms are defined below) that Stanley has agreed to provide pursuant to this Agreement;

WHEREAS, Stanley, 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 distractions of burdensome and protracted

litigation, and to obtain the releases, orders, and judgments contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Stanley with respect to Automotive Lamps and HID Ballasts based on the allegations in the Actions, as more particularly set out below.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Actions be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and except as hereinafter provided, without costs as to End-Payor Plaintiffs, the Settlement Classes, or Stanley, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “Automotive Lamps” shall have the meaning set forth in Paragraph 2 of the Lamps Complaint.

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

3. “Cooperation” shall refer to those provisions set forth below in Paragraphs 35-49.

4. “Defendant” means any party named as a defendant in the Actions at any time up to and including the date when the Court has entered a final order certifying the Settlement Classes described in Paragraph 15 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” means those Settlement Class Members, as defined in Paragraph 17, below, who are named plaintiffs in the Complaints.

7. “HID Ballasts” shall have the meaning set forth in Paragraph 3 of the Ballasts Complaint.

8. “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.

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 Classes.

10. “Protective Order” means the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information, No. 12-md-2311 (E.D. Mich. July 10, 2012) (ECF No. 200), and any other similar order issued in the Action.

11. “Released Claims” means the claims described in Paragraphs 25 and 26.

12. “Releasees” shall refer to (i) Stanley, (ii) all of Stanley’s past and present, direct and indirect, parents, subsidiary companies and affiliates, and all other partnerships or corporations with whom any of the foregoing have been, or are now, affiliated including all of the foregoing’s respective predecessors, successors and assigns, and (iii) each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the persons and each of the persons and entities listed in (i) and (ii). “Releasees” does not include any defendant in the MDL Litigation other than Stanley.

13. "Releasers" shall refer to End-Payor Plaintiff Class Representatives and the Settlement Class Members, as defined in Paragraph 17, 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.

14. "Settlement Amount" shall be \$15,200,000 and the "Settlement Funds" shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 28.

(a) For the Automotive Lamps Settlement Class, \$12,316,880 plus accrued interest on said deposit set forth in Paragraph 28.

(b) For the HID Ballasts Settlement Class, \$2,883,120 plus accrued interest on said deposit set forth in Paragraph 28.

15. For purposes of this Agreement, the "Settlement Classes" are defined to include each of the following settlement classes:

(a) "Automotive Lamps Settlement Class" is defined as:

All persons and entities that, from June 1, 1997 through the Execution Date, purchased or leased a Vehicle in the United States not for resale, which included one or more Automotive Lamp(s) as a component part, or indirectly purchased one or more Automotive Lamp(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Classes 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 Lamps directly or for resale.

(b) "HID Ballasts Settlement Class" is defined as:

All persons and entities that, from July 1, 1998 through the Execution Date, purchased or leased a Vehicle in the United States not for resale, which included one or more HID Ballast(s) as a component part, or indirectly purchased one or more HID Ballast(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Classes 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 HID Ballasts directly or for resale.

16. "Settlement Class Counsel" shall refer to the law firms of:

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

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

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

17. "Settlement Class Member" means each member of the Settlement Classes who has not timely elected to be excluded from the Settlement Classes.

18. "Vehicles" shall refer to new four-wheeled passenger automobiles, vans, sports utility vehicles, and crossover or pick-up trucks.

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

19. End-Payor Plaintiffs and Stanley shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and

(e)) to secure the complete, and final dismissal with prejudice of the Actions as to the Releasees only.

20. Within thirty (30) days after the execution of this Agreement, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (“Preliminary Approval Motion”). The Preliminary Approval Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgments that shall include at least the terms set forth in Paragraph 22 below. End-Payor Plaintiffs will submit a draft of the Preliminary Approval Motion to Stanley sufficiently in advance of the date that End-Payor Plaintiffs intend to submit the Preliminary Approval Motion to the Court for Stanley to review the Preliminary Approval Motion. The text of the proposed orders shall be agreed upon by End-Payor Plaintiffs and Stanley before submission of the Preliminary Approval Motion.

21. End-Payor Plaintiffs, at a time to be decided in their sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgments contemplated by this Agreement to all Settlement Class Members identified by End-Payor Plaintiffs (“Notice Motion”). End-Payor Plaintiffs will submit a draft of the Notice Motion to Stanley sufficiently in advance of the date that End-Payor Plaintiffs intend to submit the Notice Motion to the Court for Stanley to review the Notice Motion. To mitigate the costs of notice, End-Payor Plaintiffs shall endeavor, if practicable, to disseminate notice of this settlement with notice of any other settlements reached in the MDL Litigation. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

22. End-Payor Plaintiffs shall seek, and Stanley will not object unreasonably to, the entry of an order and final judgments in the Actions, the text of which End-Payor Plaintiffs and

Stanley shall agree upon. The terms of the proposed order and final judgments will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Classes described in Paragraph 15, pursuant to Federal Rule of Civil Procedure 23, solely for purposes of this settlement as the Settlement Classes for the Actions;

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

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

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

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

(f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgments of dismissal in the Actions as to Stanley shall be final; and

(g) providing that (i) the Court's certification of the Settlement Classes is without prejudice to, or waiver of, the rights of any Defendant, including Stanley, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in the Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite

or refer to the Court's approval of the Settlement Classes as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

(h) enjoining Stanley, for a period of two years beginning on the date of entry of the final order and judgments, from engaging in any price-fixing, bid-rigging, or market allocation as to Automotive Lamps or HID Ballasts; and

(i) enjoining any Settlement Class Member, and their counsel, from using Cooperation Materials produced pursuant to Paragraphs 35-49 for any purpose inconsistent with the confidentiality obligations imposed by Paragraph 45 of this Agreement.

23. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Classes described in Paragraph 15 and approving this Agreement under Rule 23(e) and has entered final judgments dismissing the Actions with prejudice as to Stanley 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 final judgments as to Stanley described in (i) above has expired or, if appealed, approval of this Agreement and the final judgments in the Actions as to Stanley have been affirmed in their entirety by the Court of last resort to which such appeal has been taken, and such affirmance has become no longer subject to further appeal or review, and no other motion or pleading is pending in any court. It is agreed that the provisions of Rule 60 shall not be taken into account in determining the above-stated times. On the date that End-Payor Plaintiffs and Stanley have executed this Agreement, End-Payor Plaintiffs and Stanley shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 28(h) or 50 of this Agreement.

24. Neither this Agreement (whether or not it should become final) nor the final judgments, nor any and all negotiations, Documents, or discussions associated with them

(including Cooperation Materials produced pursuant to Paragraphs 35-49), shall be deemed or construed to be an admission by Stanley or the Releasees, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Stanley 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 Stanley or the Releasees. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 35-49, subject to the limitations in those Paragraphs, against any other defendants in the MDL Litigation or in confidential settlement discussions, or to develop and promulgate a plan of allocation and distribution. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by Stanley, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceeding, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

25. In addition to the effect of any final judgments entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 23 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 27 of this Agreement, into the Settlement Funds, 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 Funds, whether directly, representatively, derivatively or in any other capacity) 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 (i) any conduct alleged in the Complaints, and/or (ii) any act or omission of the Releasees (or any of them) concerning Automotive Lamps or HID Ballasts, 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 Actions (“Released Claims”), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Automotive Lamps or HID Ballasts; (2) any claims made by automotive dealerships that are indirect purchasers of Automotive Lamps or HID Ballasts; (3) any claims made by truck and equipment dealerships that are indirect purchasers of Automotive Lamps or HID Ballasts; (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 Automotive Lamps or HID Ballasts; (6) claims concerning any automotive part other than Automotive Lamps or HID Ballasts; (7) claims under laws other than those of the United States relating to purchases of Automotive Lamps and HID Ballasts made by any Releasor outside of the United States; and (8) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon

any of the Released Claims or conduct at issue in the Released Claims unless this Agreement is, for any reason, not finally approved or terminated.

26. In addition to the provisions of Paragraph 25 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 23 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Automotive Lamps and HID Ballasts conferred by § 1542 of the California Civil Code, which states:

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

or by any equivalent law or statute of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 25 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Stanley and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 25, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

27. Subject to the provisions hereof, and in full, complete, and final settlement of the Actions as provided herein, Stanley, shall pay or cause to be paid the Settlement Amount of U.S.

\$15,200,000. The Settlement Amount shall be paid in U.S. dollars into escrow accounts to be administered in accordance with the provisions of Paragraph 28 of this Agreement (“Escrow Accounts”). Stanley shall transfer the Settlement Amount to the Settlement Fund by wiring such funds to the Escrow Account within thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date Stanley is provided with the account number, account name, and wiring transfer information for the Escrow Accounts.

28. Escrow Accounts.

(a) The Escrow Accounts will be established at Wells Fargo Bank with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions regarding investment types and reinvestment of income and proceeds mutually acceptable to Settlement Class Counsel and Stanley, such escrows 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 Accounts to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively, by Moody’s Investor Services and Standard and Poor’s, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. Subject to this Paragraph and Paragraph 31(a) below, Stanley shall bear no risk related to the management and investment of the Settlement Funds.

(c) All funds held in the Escrow Accounts 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 Stanley agree to treat the Settlement Funds as being at all times qualified settlement funds within the meaning of Treas. Reg. § 1.468B-1. In addition, Settlement Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 28, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Settlement Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Amount being “Qualified Settlement Funds” within the meaning of Treasury Regulation § 1.468B-1.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator of the Settlement Funds shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Funds (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns (as well as the election described in Paragraph 28(d) above) shall be consistent with Paragraph 28(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 Funds shall be paid out of the Settlement Funds as provided in Paragraph 28(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Funds, including any taxes or tax detriments that may be imposed upon Stanley or any other Releasee with respect to any income earned by the Settlement Funds for any period during which the Settlement Funds do not qualify as qualified settlement funds for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 28(d) through 28(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 28(e) (“Tax Expenses”)), shall be paid out of the Settlement Funds.

(g) Neither Stanley 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. Settlement Class Counsel shall indemnify and hold harmless the Releasees for Taxes and Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Funds and shall be timely paid by the Escrow Agent out of the Settlement Funds without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Stanley nor any Releasee shall be responsible or have any liability therefor or for any reporting requirements that relate thereto. End-Payor Plaintiffs and Stanley 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 28(d) through 28(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Classes as defined in Paragraph 15, or if the Actions are not certified as class actions for settlement purposes, then all amounts paid by Stanley into the Settlement Funds (other than costs expended or incurred in accordance with Paragraphs 28 and 31), shall be returned to Stanley from the Escrow Accounts by the Escrow Agent, along with any interest accrued thereon, within thirty (30) calendar days of the court's final determination denying final approval of the Agreement and/or Settlement Classes.

29. Injunctive Relief.

Subject to the provisions hereof, and in full, complete, and final settlement of the Actions as provided herein, Stanley further agrees that 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 Automotive Lamps and HID Ballasts for a period of twenty-four (24) months from the date of the entry of final judgments.

30. Exclusions from the Settlement Classes.

Subject to Court approval, any person or entity seeking exclusion from the Settlement Classes must file a written request for exclusion from the Settlement Classes by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Classes and shall have no rights with respect to this Settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable 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 the Settlement Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide Stanley with a list and copies of all opt out requests it receives in the Actions and shall file with the Court a list of all Settlement Class Members who timely and validly opted out of the settlement.

(a) Subject to Court Approval, any member of the Settlement Classes who submits a valid and timely request for exclusion from the Settlement Classes will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. Stanley reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether any excluded member of the Settlement Classes is an indirect purchaser of Automotive Lamps and HID Ballasts or has standing to bring any claim against Stanley.

(b) Subject to Court Approval, in the written request for exclusion, the member of the Settlement Classes must state his, her, or its full name, street address, and telephone number. Further, the member of the Settlement Classes must include a statement in the written request for exclusion that he, she, or it wishes to be excluded from one or more of the Settlement Classes, identifying such Settlement Class. Any member of the Settlement Classes that submits a written request for exclusion may also identify the number of Vehicles purchased from June 1, 1997 through the Execution Date of this Agreement as requested in the notice to the Settlement Classes as provided in Paragraph 21.

(c) Stanley or Settlement Class Counsel may dispute an exclusion request, and the parties shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position, and, if necessary, obtain a ruling thereon within thirty (30) days of the Opt-Out Deadline.

31. Payment of Expenses.

(a) Stanley agrees to permit use of a maximum of USD \$750,000 of the Settlement Funds to be used towards the cost of providing notice to the Settlement Classes and the costs of administration of the Settlement Funds. The notice and administration expenses are not recoverable if this settlement does not become final or is rescinded or terminated to the extent such funds have actually been expended or incurred for notice and administration costs. The Escrow Agent shall return all remaining portions of the Settlement Fund to Stanley should this Agreement not receive final approval. Other than as set forth in Paragraphs 28 and 31, neither Stanley nor any other Releasees shall be liable for any of the costs or expenses of the litigation of the Actions, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or 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, 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 Rule 23 has not yet been provided and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

E. The Settlement Funds.

32. After this Agreement becomes final within the meaning of Paragraph 23, the Settlement Funds shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Funds, including, but not limited

to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 31 of this Agreement.

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

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

(a) Settlement Class Counsel may, at a time to be determined in its sole discretion after preliminary approval of this Agreement, submit an application or applications to the Court ("Fee and Expense Application") for the following payments to be made to Settlement Class Counsel after this Agreement becomes final: (i) an award of attorneys' fees not in excess of one-third of the Settlement Funds; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Actions 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 Funds (until paid), as may be awarded by the Court ("Fee and Expense Award"). Settlement Class Counsel reserves the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall Stanley 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 Funds.

(b) Subject to Court approval, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Funds for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and incentive awards. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Funds upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Funds with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 28(h) or Paragraph 50.

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

(d) Neither Stanley nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or End-Payor Plaintiffs of any Fee and Expense Award in the Actions.

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

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

F. Cooperation.

35. In return for the release and discharge provided herein, Stanley agrees to pay the Settlement Amount and be bound by the Injunctive Relief described in Paragraph 29, and further agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 36-49 below. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with Stanley's obligations to 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). Stanley shall not be required to provide Documents or information protected by the attorney-client privilege, the attorney work product doctrine, or 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 Stanley withhold any materials pursuant to the foregoing sentence, Stanley will so inform the End-Payor Plaintiffs and will describe the basis for such withholding to the extent permissible under applicable law. Cooperation shall be limited to Automotive Lamps and HID Ballasts and shall not include information relating to other products manufactured by Stanley and/or Releasees.

36. Identity of Individuals. Within five (5) business days of the Execution Date of this Agreement, Counsel for Stanley shall use its best efforts to provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Stanley who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of Automotive Lamps and HID Ballasts; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Automotive

Lamps and HID Ballasts; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Automotive Lamps and HID Ballasts.

37. In addition, after conducting a reasonable search, Stanley shall, to the best of its knowledge, identify those (i) Vehicles sold in the United States from June 1, 1997 through the Execution Date of this Agreement that contain Automotive Lamps sold by Stanley, and (ii) those Vehicles sold in the United States from July 1, 1998 through the Execution Date of this Agreement that contain HID Ballasts sold by Stanley. Stanley further agrees to generate a version of the list that Settlement Class Counsel can use as a basis for posting a publicly available list of Vehicles on a website used to provide notice and information to potential members of the Settlement Classes.

38. Only if End-Payor Plaintiffs initiate or resume active litigation against a Defendant in either or both of the Actions for any reason, unless End-Payor Plaintiffs initiate or resume active litigation against Stanley with respect to the Actions, Stanley, upon End-Payor Plaintiffs' request, shall provide the following additional Cooperation set forth in Paragraphs 39-41 pursuant to the timing provisions therein. The parties will meet and confer in good faith regarding any extensions concerning the timing of the completion of such Cooperation.

39. Transactional Data. Within forty-five (45) days of End-Payor Plaintiffs' request, Stanley will use its best efforts to complete the production of transactional data concerning Stanley's sales of Automotive Lamps sold to Original Equipment Manufacturers, or other purchasers of Automotive Lamps from June 1, 1995 through the Execution Date, and sales of HID Ballasts sold to Original Equipment Manufacturers, or other purchasers of HID Ballasts from July 1, 1996 through the Execution Date. In addition, Stanley 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 Automotive Lamps and HID Ballasts, as it exists in Stanley's electronic databases at the time of the request, within sixty (60) days of the receipt of such request. Stanley shall preserve such transactional data until two (2) years after the Execution Date of this Agreement. Stanley will produce transactional data only from existing electronic transactional databases, except that, to the extent Stanley has not recorded or maintained electronic transactional data relating to Automotive Lamps for any period between June 1, 1995 and two (2) years from the Execution Date, or electronic transactional data relating to HID Ballasts for any period between July 1, 1996 and two (2) years from the Execution Date of this Agreement, then Stanley will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transactions database.

40. Documents. Within forty-five (45) days of End-Payor Plaintiffs' request, Stanley will use its best efforts to complete the production of the following Documents, including English translations, to the extent they exist (and, for the avoidance of doubt, under no circumstances is Stanley required to create English translations that do not exist): (1) Documents provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to Automotive Lamps and HID Ballasts; (2) non-privileged Documents concerning Automotive Lamps and HID Ballasts collected and reviewed in connection with a communication, meeting, or agreement regarding Automotive Lamps and HID Ballasts, by any employee, officer, or director of Stanley with any employee, officer, or director of another manufacturer or seller of Automotive Lamps and HID Ballasts, which were not provided to or seized by Government Entities; (3) Documents concerning Stanley's determination of their prices for Automotive Lamps and HID Ballasts; (4) Documents soliciting requests for quotation ("RFQ"), bids submitted in

response to RFQs, RFQ award notifications, and post-award price adjustments for Automotive Lamps and HID Ballasts, including any Annual Price Reduction (APR) Documents; (5) Documents showing how employees were trained or instructed to bid and set prices for Lamps and HID Ballasts; and (6) Documents or non-public information regarding collusion with respect to any other automotive part that is the subject of the MDL Litigation. As to Documents in Stanley's possession, custody, or control that are not listed above, Stanley will consider in good faith any reasonable request by End-Payor Plaintiffs to collect and produce such Documents, provided the request would not impose an undue burden on Stanley.

41. Attorney Proffers and Witness Interviews. Additionally, Stanley shall use its best efforts to cooperate with Settlement Class Counsel as set forth below.

(a) Stanley's counsel will make themselves available at the Washington, D.C. office of Simpson Thacher & Bartlett LLP for up to two (2) meetings of one (1) business day each within thirty (30) business days of End-Payor Plaintiffs' request to provide an attorneys' proffer of facts known to them relating to End-Payor Plaintiffs' allegations with respect to Stanley ("Attorneys Proffers"). Stanley shall produce to End-Payor Plaintiffs all Documents referenced at the proffers within ten (10) days of such proffers. The parties and their counsel further agree that any statements made by Stanley's counsel in connection with or as part of this settlement, including the Attorneys' Proffers, shall be treated as "Highly Confidential" as said designation is described in the Protective Order, unless otherwise agreed to by the parties or ordered by the Court, and that they shall not use the information so received for any purpose other than the prosecution of their claims in the MDL Litigation. For avoidance of doubt, End-Payor Plaintiffs may use such information for purposes of developing and promulgating a plan of allocation and distribution, and in connection with settlement discussions with defendants in the MDL Litigation.

(b) Upon reasonable notice, Stanley further agrees to make available for interviews with Settlement Class Counsel and settlement class counsel for Automobile Dealer Plaintiffs (“Auto Dealer Settlement Class Counsel”) up to five (5) persons whom Settlement Class Counsel and Auto Dealer Settlement Class Counsel jointly select who the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist End-Payor Plaintiffs in the prosecution of their claims in the Actions.

(c) Upon reasonable notice, Stanley shall make the same five (5) persons referred to in subsection (b) available for depositions, provide declarations or affidavits from the same persons, and make those persons available to testify at trial.

(d) If Stanley is unable to make those same persons available for interviews, depositions, trial or provide declarations and affidavits, then Settlement Class Counsel may select a substitute interviewee, deponent, witness, or declarant. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States, and the depositions shall be limited to a total of seven (7) hours over one (1) day unless the deposition is in a language other than English, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) days. In the event that an interpreter is required, Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall arrange and pay for the participation of an official “lead” interpreter. Stanley, in its sole discretion, has the option to arrange for and pay for the participation of a “check interpreter” at the interview or deposition. 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 together reimburse half the reasonable travel costs incurred by such persons, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. Such travel expenses may include economy airfare, but not

airfare for business or first class seats. Reimbursable expenses shall not exceed \$1,500 per interviewee or deponent to be allocated between Settlement Class Counsel and Auto Dealer Settlement Class Counsel. If the interview and the above-described deposition occur during the same trip, the above-referenced limitations will apply to that trip.

(e) In addition to its Cooperation obligations set forth herein, Stanley agrees to produce through affidavit(s), 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 Stanley. Settlement Class Counsel and End-Payor Plaintiffs agree to use their best efforts to obtain stipulations that would avoid the need to call Stanley witnesses at trial for the purpose of obtaining such evidentiary foundations.

42. In the event that Stanley produces Documents, including translations, or provides declarations or written responses to discovery to any party or nonparty in the Actions in the MDL Litigation, concerning or relating to the Actions ("Relevant Production"), Stanley 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 Stanley to End-Payor Plaintiffs. In addition, Stanley shall provide End-Payor Plaintiffs with all cooperation it provides pursuant to any settlement agreement with any other party in this MDL Litigation, including, but not limited to, the Direct Purchaser Plaintiffs. To the extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those already provided for in Paragraph 41, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask

questions for a period up to three (3) hours at any interview or deposition (provided that this shall not expand the time permitted for any deposition), but shall not be entitled to any independent additional attorney proffer, witness interviews or depositions except as otherwise provided for in this Agreement. All such additional Cooperation shall be subject to Paragraph 45 below and shall be coordinated, to the extent reasonably practicable, between Settlement Class Counsel, Auto Dealer Settlement Class Counsel, and settlement class counsel for the Direct Purchaser Plaintiffs, or such other party in the MDL Litigation to whom such cooperation is provided pursuant to a settlement agreement. End-Payor Plaintiffs' receipt of, or participation in, cooperation provided by Stanley to other parties or non-parties shall not in any way limit End-Payor Plaintiffs' entitlement to receive Cooperation as set forth in this Section F, including, but not limited to, attorney proffers, witness interviews, and depositions.

43. This Agreement does not restrict Settlement Class Counsel from noticing, attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel may notice, attend, cross-notice and/or participate in any depositions of Stanley's witnesses in addition to the depositions set forth in Paragraph 41, and Settlement Class Counsel together with Auto Dealer Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a Stanley current or former employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 41 above. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 41 above are

coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication. In light of End-Payor Plaintiffs' settlements with all Defendants in the Actions, End-Payor Plaintiffs will forego participating in depositions of Stanley witnesses scheduled by other plaintiff groups in the Actions ("Preserved Deposition") provided that if: (1) this Agreement does not receive Final Approval, or (2) any other settlement in the Actions does not receive final approval, then End-Payor Plaintiffs may, at a later date, take depositions of any Stanley witnesses who were the subject of a Preserved Deposition subject to the limitations of this Paragraph. Nothing herein shall alter, limit or otherwise affect the rights of End-Payor Plaintiffs to take depositions of Stanley employees subject to Paragraph 41 of this agreement.

44. If any Document protected by the attorney-client privilege, attorney work-product protection, or any other privilege is accidentally or inadvertently produced, its production shall in no way be construed to have waived any privilege or protection attached to such Document. Upon notice by Stanley of such inadvertent production, the Document shall promptly be destroyed and/or returned to Stanley.

45. End-Payor Plaintiffs and Settlement Class Counsel agree that all Documents and any other Cooperation Materials produced by Stanley pursuant to Paragraphs 35-49 shall be treated as "Highly Confidential," as said designation is described in the Protective Order, unless otherwise agreed by the parties or ordered by the Court, and that they shall not use the information so received for any purpose other than the prosecution of the claims in the MDL Litigation. For avoidance of doubt, End-Payor Plaintiffs may use Cooperation Materials for purposes of developing and promulgating a plan of allocation and distribution, and in connection with settlement discussions with defendants in the MDL Litigation. Absent Court Order or written agreement from Stanley, End-Payor Plaintiffs shall not share Cooperation Materials with Direct Purchaser Plaintiffs.

46. Stanley's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Stanley's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgments have been entered in all actions in *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 against all Defendants. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 23.

47. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Classes as defined in Paragraph 15, or in the event that it is terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to use or introduce into evidence against Stanley, at any hearing or trial, or in support of any motion, opposition or other pleading in the Actions or in any other federal or state or foreign actions alleging a violation of any law relating to the subject matter of the Actions, any Documents provided by Stanley and/or the other Releasees, their counsel, or any individual made available by Stanley 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 Stanley which Settlement Class Counsel may participate in as part of the MDL Litigation. Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Classes are not relinquishing any rights to pursue discovery against Stanley in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Classes as defined in Paragraph 23, or in the event that it is terminated by either party under any provision herein. End-Payor Plaintiffs and Stanley will meet and confer regarding the timing of

any such additional discovery. If the parties cannot agree, they may submit any disputes to the Special Master or Court in the MDL proceeding.

48. Stanley and other Releasees need not respond to formal discovery requests from End-Payor Plaintiffs or otherwise participate in the Actions during the pendency of this Agreement, with the exception of the Cooperation provisions set forth in Paragraphs 35-49. Other than to enforce the terms of this Agreement, neither Stanley nor End-Payor Plaintiffs shall file motions against the other, in the Actions, during the pendency of this Agreement.

49. If Settlement Class Counsel believes that Stanley or any current or former employee, officer or director of Stanley 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 Stanley'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 Judgments are Not Entered.

50. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Classes in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 23 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final judgments are not affirmed in their entirety, then Stanley 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 59. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses

awarded by the Court from the Settlement Funds shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgments.

51. In the event that this Agreement does not become final as set forth in Paragraph 23, or this Agreement otherwise is rescinded or terminated pursuant to Paragraphs 28(h) or 50, then: (i) this Agreement shall be of no force or effect; (ii) any and all parts of the Settlement Funds caused to be deposited in the Escrow Accounts (including interest earned thereon) shall be returned forthwith to Stanley less only disbursements made in accordance with Paragraphs 28 and 31 of this Agreement; and (iii) Stanley shall be entitled to any tax refunds owing to the Settlement Funds. At the request of Stanley, Settlement Class Counsel shall file claims for any tax refunds owed to the Settlement Funds and pay the proceeds, after deduction of any fees and expenses incurred with filing such claims for tax refunds, to Stanley. Stanley expressly reserves all rights and defenses if this Agreement does not become final or is rescinded or terminated.

52. Further, and in any event, End-Payor Plaintiffs and Stanley agree that this Agreement, whether or not it shall become final as set forth in Paragraph 23 of this 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 Stanley, or the other Releasees, to be used against Stanley, or of (ii) the truth of any of the claims or allegations contained in the Complaints or any other pleading filed in the MDL Litigation, to be used against Stanley, and evidence thereof. Unless otherwise set forth herein, evidence derived from this Agreement, and any and all negotiations, Documents, and discussions associated with it, shall not be discoverable or used in any way, whether in the MDL Litigation or in any other actions or proceeding, against Stanley or any other Releasees. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation

Materials produced by Stanley against any other defendants in any actions for the purposes of prosecuting the claims in the MDL Litigation or in confidential settlement discussions to establish (i) or (ii) above, except as to any such claims against Stanley or Releasees.

53. 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.

54. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 19-23 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Classes.

H. Miscellaneous.

52. Stanley 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.

53. 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 Stanley or any of the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by End-Payor Plaintiffs and the Settlement Classes. 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 Stanley and the other Releasees, for sales made by Stanley and Stanley's alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. Stanley's sales to the classes and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Actions as a basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Actions or other

persons or entities other than Stanley and the other Releasees. Stanley or any of the Releasees shall not be responsible for any payment to End-Payor Plaintiffs other than the amount specifically agreed to in Paragraph 27 of this Agreement.

54. 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 Stanley, 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. Stanley will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

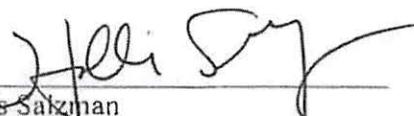
57. This Agreement may be executed in counterparts by End-Payor Plaintiffs and Stanley, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

58. Neither End-Payor Plaintiffs nor Stanley 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.

59. 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.

60. 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.

Dated: March 8, 2018


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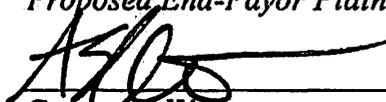

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Dated: March 7, 2018


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