

# **EXHIBIT 1**

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

HALLEY ASCHER, *et al.*, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

ZF TRW AUTOMOTIVE HOLDING CORP.,  
TRW KFZ AUSRÜSTUNG GMBH, LUCAS  
AUTOMOTIVE GMBH, ROBERT BOSCH  
GMBH, and ROBERT BOSCH LLC,

Defendants.

Master File No. 2:12-md-02311  
Honorable Sean F. Cox

IN RE HYDRAULIC BRAKING SYSTEMS

Case No. \_\_\_-cv-\_\_\_\_\_

THIS DOCUMENT RELATES TO:

END-PAYOR ACTIONS

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is made and entered into this 12 day of August 2021 (“Execution Date”) by ZF TRW Automotive Holdings Corp, ZF Friedrichshafen AG (the successor in interest into which TRW KFZ Ausrüstung GmbH merged), and Lucas Automotive GmbH (now known as ZF Active Safety GmbH) (together, “TRW”) and End-Payor Plaintiff Class Representatives (“End-Payor Plaintiffs”), both individually and on behalf of a class of indirect purchasers of Hydraulic Braking Systems (“Settlement Class”), as more particularly defined in Paragraph 13 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”) and intend

to commence an action styled *In re Hydraulic Braking Systems* (“Action”), on their own behalf and on behalf of the Settlement Class contemporaneously with the filing of a motion for preliminary approval of this Agreement;

WHEREAS, End-Payor Plaintiffs intend to allege that they were injured as a result of TRW’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Hydraulic Braking Systems (as defined in Paragraph A.7) in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as will be set forth in End-Payor Plaintiffs’ Class Action Complaint (“Complaint”) to be filed;

WHEREAS, TRW denies End-Payor Plaintiffs’ allegations and would 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 TRW, and this Agreement has been reached as a result of those negotiations;

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

WHEREAS, TRW, despite its belief that it is not liable for the claims to be 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 TRW with respect to Hydraulic Braking Systems, 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 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 TRW, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “End-Payor Plaintiff Class Representatives” means those Settlement Class Members, as defined in Paragraph 15, below, who will be named plaintiffs in the Complaint.

2. “Cooperation” shall refer to those provisions set forth below in Section F.

3. “Cooperation Materials” means any information, testimony, Documents (as defined below) or other material provided by TRW 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 when the Court has entered a final order certifying the Settlement Class described in Paragraph 13 and approving this Agreement under Federal Rule of Civil Procedure (“Rule”) 23(e).

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

6. “Indirect Purchaser 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.

7. “Hydraulic Braking Systems” consist of an actuation system and a foundation system. The actuation system is further made up of a brake booster and main brake cylinder, while the foundation system is further made up of a disc brake with saddle or drum brake and wheel brake cylinder.

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. “Released Claims” means the Claims described in Paragraphs 24-25.

11. “Releasees” means (i) TRW, (ii) all of TRW’s past and present direct and indirect, parents, subsidiary companies and affiliates, including their 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 TRW and TRW Deutschland Holding GmbH.

12. “Releasers” means End-Payor Plaintiffs and the Settlement Class Members, as defined in Paragraph 15, 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.

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

All persons and entities that, from February 13, 2007 through December 31, 2017, purchased or leased a new Vehicle in the United States not for resale, which included one or more Hydraulic Braking System(s) as a component part, or indirectly purchased one or more Hydraulic Braking System(s) as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Hydraulic Braking Systems directly or for resale.

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

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

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

Susman Godfrey L.L.P.  
1900 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067

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

16. “Settlement Amount” shall be \$760,000.00, and the “Settlement Fund” shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 27.

17. “Vehicles” shall refer to new four-wheeled passenger automobiles, vans, sports utility vehicles, crossovers and/or pick-up trucks.

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

18. End-Payor Plaintiffs and TRW shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Rules 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

19. Within a reasonable time 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, including a stay of all proceedings in the Action as to TRW except to the extent necessary to effectuate the Settlement Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 21 below. At least seven (7) calendar days before the Preliminary Approval Motion papers are submitted to the Court, End-Payor Plaintiffs shall provide TRW with drafts of the Preliminary Approval Motion papers for comment and proposed revisions, which the End-Payor Plaintiffs shall reasonably consider.

20. 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 judgment contemplated by this Agreement to all Settlement Class Members identified by End-Payor Plaintiffs (“Notice Motion”) that shall be substantially similar to End-Payor Plaintiffs’ previous

notices of settlements in the MDL Litigation. 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 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.

21. End-Payor Plaintiffs shall seek, and TRW will not object unreasonably to, the entry of an order and final judgment in the Action. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 13, pursuant to Rule 23, solely for purposes of this settlement as Settlement Class for the Action;

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

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

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

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

(f) determining under Rule 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to TRW 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 TRW, 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 Class as persuasive or binding authority with respect to any motion to certify any such class or any defendant's motion.

22. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 13 and approving this Agreement under Rule 23(e) and has entered a final judgment dismissing the Action with prejudice as to TRW 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 TRW described in (i) above has expired or, if appealed, approval of this Agreement and the final judgment in the Action as to TRW 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 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. 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 TRW have executed this Agreement, End-Payor Plaintiffs and TRW shall be bound by its terms and this Agreement shall not be terminated or rescinded except in accordance with Paragraphs 27(h) or 51 of this Agreement.

23. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, Documents, or discussions associated with them (including Cooperation Materials produced pursuant to Section F), shall be deemed or construed to be an admission by TRW or any other Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TRW or any other Releasee, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed or to be 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 TRW 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 F, subject to the limitations in the Section, against any other Defendants in the Action or in confidential settlement discussions with Defendants in the Action, or to develop and promulgate a plan of allocation and distribution in the MDL Litigation. 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 TRW, 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 in Paragraph 24 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 this Agreement becoming final, as set out in Paragraph 22 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 26 of this Agreement, into the Settlement Fund, 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 or Settlement Fund, 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 Complaint, and/or (ii) any act or omission of the Releasees (or any of them) concerning Hydraulic Braking Systems, 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 Hydraulic Braking Systems; (2) any claims made by automotive dealerships that are indirect purchasers for resale of Hydraulic Braking Systems; (3) any claims made by any State, State agency, or instrumentality or political subdivision of a State as to government purchases and/or penalties; (4) unrelated 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 Hydraulic Braking Systems; (5) claims concerning any automotive part other than Hydraulic Braking Systems; (6) claims under laws other than those of the United States relating to purchases of Hydraulic Braking Systems made by any Releasor outside of the United States; and (7) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish

liability against any Releasee as to, in whole or in part, any of the Released Claims unless this Agreement is, for any reason, not finally approved or is rescinded or terminated.

25. In addition to the provisions of Paragraph 24 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 22 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Hydraulic Braking Systems 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 24 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 TRW 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, TRW, shall pay or cause to be paid, the Settlement Amount of U.S. \$760,000.00. The Settlement Amount shall be paid in U.S. dollars into an escrow account to be

administered in accordance with the provisions of Paragraph 27 of this Agreement (“Escrow Account”) within thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date TRW is provided with the account number, account name and wiring transfer information for the Escrow Account. No part of the Settlement Amount paid by TRW shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

27. Escrow Account.

(a) The Escrow Account will be established at Wells Fargo Bank, N.A. 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 TRW, and such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account 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. TRW shall bear no risk related to the management and investment of Settlement Fund.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such

time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) End-Payor Plaintiffs and TRW agree to treat the Settlement Fund as being at all times a qualified settlement fund 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 27, 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 a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator of the Settlement Fund shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k) (1)). Such returns (as well as the election described in Paragraph 27(d) above) shall be consistent with Paragraph 27(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 27(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon TRW 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(d) through 27(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 27(e) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither TRW 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 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(l)(2)). TRW and the other Releasee shall not be responsible or have any liability therefor. End-Payor Plaintiffs and TRW 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(d) through 27(f).

(h) If this Agreement does not become final within the meaning of Paragraph 22, including final approval of the Settlement Class as defined in Paragraph 13, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by TRW into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 27 and 30), shall be returned to TRW from the Escrow Account by the Escrow Agent, along with any interest accrued thereon, within thirty (30) calendar days of the Court's final determination denying final approval of the Agreement and/or Settlement Class, or if this Agreement is rescinded or terminated.

28. Other Relief.

Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, TRW 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 Hydraulic Braking Systems for a period of twenty-four (24) months from the date of the entry of Preliminary Approval. The foregoing provisions in this Paragraph are defined as "Other Relief".

29. Exclusions from the Settlement Class.

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. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable 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 after the Opt-Out Deadline, provide TRW with a list and copies of all opt-out requests it receives in the Action and shall file with the Court a list of all Settlement Class Members 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 from the Settlement Class will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. TRW reserves all of its 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 Hydraulic Braking Systems or has standing to bring any claim against TRW.

(b) Subject to Court Approval, in the written request for exclusion, the member of the Settlement Class must state his, her, or its full name, street address, and telephone number. Further, the member of the Settlement Class must include a statement in the written request for exclusion that he, she, or it wishes to be excluded from the Settlement Class. Any member of the Settlement Class that submits a written request for exclusion may also identify the number of Vehicles with TRW Hydraulic Braking Systems he, she, or it purchased from February 13, 2007 through December 31, 2017.

(c) TRW 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.

30. Payment of Expenses.

(a) TRW agrees to permit a reasonable portion not to exceed \$150,000 of the Settlement Fund to be used towards notice to the Settlement Class and the costs of administration

of the Settlement Fund. Up to \$150,000 of the notice and administration expenses are not recoverable if this settlement does not become final within the meaning of Paragraph 22, 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 TRW if this Agreement does not become final within the meaning of Paragraph 22, and the End-Payor Plaintiffs or Settlement Class Counsel shall refund any notice and administration costs expended or incurred in excess of \$150,000. Other than as set forth in Paragraph 27 or this Paragraph 30, TRW 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").

(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 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.

E. The Settlement Fund.

31. 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 TRW or any other Releasee. After this Agreement becomes final within the meaning of Paragraph 22, the Settlement Fund 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 Fund,

including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 30 of this Agreement.

32. End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for Litigation Expenses, as provided for in this Agreement and approved by the Court. Except as provided in Paragraphs 27 and 30, TRW and the other Releasees shall not be liable for 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.

33. Settlement Class Counsel's Attorneys' Fees and Reimbursement of Expenses.

(a) Settlement Class Counsel may, at a time to be determined in its sole discretion after preliminary approval, submit an application or applications to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, 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 reserves the right to make additional applications for Court approval of fees and expenses incurred, but in no event shall TRW or any other Releasee be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) Subject to Court approval, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, Fee and Expense Awards. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely

filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement does not become final pursuant to Paragraph 22 or is rescinded or terminated pursuant to Paragraph 27(h) or Paragraph 51.

(c) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for a plan of allocation, attorneys' fees, costs, and expenses to be paid out of the Settlement Fund 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 plan of allocation or 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 TRW nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or End-Payor Plaintiffs of any Fee and Expense Award in the Action.

(e) Neither TRW nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, End-Payor Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

F. Cooperation.

34. In return for the release and discharge provided herein, TRW agrees to pay the Settlement Amount and be bound by the Other Relief described in Paragraph 28, and further agrees to use its best efforts to provide reasonable, good faith, and timely Cooperation, as set forth

specifically in Section F. With the exception of the obligations set forth in Paragraph 35, Cooperation will be provided as reasonably necessary for the prosecution of the Action, and take place consistent with the timing set forth specifically below, and in a manner that is in compliance with TRW's obligations to Government Entities (defined as the United States Department of Justice ("DOJ"), the European Commission, the Japanese Fair Trade Commission, or any other government entity). TRW 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. Cooperation shall be limited to Hydraulic Braking Systems and shall not include information relating to other products manufactured by TRW and/or Releasees.

35. After conducting a reasonable search of reasonably accessible data, TRW shall, to the best of its knowledge and within thirty (30) days of the Execution Date, identify those Vehicles sold in the United States from February 13, 2007 through December 31, 2017 that contain Hydraulic Braking Systems sold by TRW.

36. In the event that TRW produces or has produced Documents, including translations, or provides or has provided declarations or written responses to discovery to any party or non-party in the MDL Litigation relating to the Action and Hydraulic Braking Systems ("Relevant Production"), TRW shall produce all such Documents, declarations or written discovery responses to End-Payor Plaintiffs reasonably contemporaneously with making the Relevant Production or, if already produced, within ten (10) days of the Court's Order granting preliminary approval of this Agreement. In addition, TRW shall provide End-Payor Plaintiffs with all cooperation it provides pursuant to any settlement agreement with any other party in this MDL Litigation relating to Hydraulic Braking Systems, including, but not limited to, any Direct Purchaser Plaintiffs. To the

extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those already provided for in Paragraph 43, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask questions for a period up to three (3) hours at any interview or deposition (provided that this shall not expand the time permitted for any deposition and End-Payor Plaintiffs shall not be permitted to request such an extension of time). End-Payor Plaintiffs shall use their best efforts, to the extent reasonably practicable, to coordinate Cooperation with any other party to whom cooperation is provided by TRW pursuant to a settlement agreement. End-Payor Plaintiffs' receipt of, or participation in, cooperation provided by TRW shall not in any way limit End-Payor Plaintiffs' entitlement to receive Cooperation as otherwise set forth in this Section F, including, but not limited to, attorney proffers, witness interviews, and depositions.

37. 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 TRW's current or former employee in addition to the depositions set forth in Paragraph 43, and Settlement Class Counsel together with Auto Dealer Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a TRW current or former employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph is without limitation to Settlement Class Counsel's right to take depositions pursuant to Paragraph 43. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph

43 are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

38. Settlement Class Counsel agree to request the additional cooperation set forth in Paragraphs 39-41 below (“Additional Cooperation”) only if such Additional Cooperation is reasonably necessary for the prosecution of the Action.

39. Identity of Individuals. Within five (5) days of Settlement Class Counsel’s request, which, if necessary, must await preliminary approval of this Agreement, Counsel for TRW shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of TRW who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging, and market allocation of Hydraulic Braking Systems; (2) appeared before the grand jury in any DOJ investigation into alleged antitrust violations with respect to Hydraulic Braking Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to any DOJ investigation into alleged antitrust violations with respect to Hydraulic Braking Systems.

40. Transactional Data. Within thirty (30) days of Settlement Class Counsel’s request which, if necessary, must await preliminary approval of this Agreement, TRW will use its best efforts to complete the production of transactional data concerning TRW’s sales of Hydraulic Braking Systems sold to Original Equipment Manufacturers, or other purchasers of Hydraulic Braking Systems, from February 13, 2005 through December 31, 2019. TRW’s obligation to produce transactional data hereunder shall include data only from existing reasonably accessible electronic transactional databases. In the event that TRW has not recorded or maintained electronic transactional data for any period between February 13, 2005 through December 31, 2019 for Hydraulic Braking Systems, then TRW will use reasonable efforts to produce existing hard copy

records of sales transactions not recorded or maintained electronically in the existing electronic sales transactional database.

41. Documents. Within thirty (30) days of (or, with respect to the documents in subparagraph 41(2), as soon as reasonably practicable following) Settlement Class Counsel's request, which, if necessary, must await preliminary approval of this Agreement, TRW will use its best efforts to complete the production of the following Documents, including English translations (provided that TRW is not obligated to create translations for the purposes of Cooperation), to the extent they are on reasonably accessible active electronic databases in the U.S.: (1) pre-existing Documents provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to Hydraulic Braking Systems; (2) non-privileged Documents concerning Hydraulic Braking Systems collected and reviewed in connection with TRW's internal investigation that are relevant to the allegations in the Action, but that were not provided to or seized by Government Entities; (3) Documents, if any, that are reasonably accessible and sufficient to show TRW's general methodology for determination of their prices for Hydraulic Braking Systems sold to Original Equipment Manufacturers ("OEMs") for use in Vehicles sold in the United States during the period 2007 through 2017; and (4) for requests for quotation ("RFQ") for Hydraulic Braking Systems for use in Vehicles sold in the United States during the period 2007 through 2017 that were subject to collusion and for up to ten (10) additional RFQs for Hydraulic Braking Systems for use in Vehicles sold in the United States during the period 2007 through 2017 to be jointly identified by End-Payor Plaintiffs and Automobile Dealer 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, subject to a meet and confer with TRW as to any reasonable limits on this obligation, provided that TRW shall not unreasonably withhold consent

to the production of the foregoing documents. As to Documents in TRW's possession, custody, or control that are not listed above, TRW 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 TRW.

42. Should TRW 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 TRW upon a written request from TRW. This Agreement, together with the Protective Order, brings any inadvertent production by TRW 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.

43. Attorney Proffers and Witness Interviews. Within thirty (30) days of Settlement Class Counsel's request, which, if necessary, must await preliminary approval of this Agreement:

(a) TRW's counsel will make themselves available at a mutually agreed location in the United States or remotely by Zoom or other comparable technology for up to two (2) meetings of one business day each to provide an attorneys' proffer of facts known to them regarding TRW's involvement in and/or knowledge of End-Payor Plaintiffs' substantive allegations concerning meetings, communications, and agreements among competitors regarding pricing, supply, or other information used to set prices or control supply of Hydraulic Braking Systems. Thereafter, TRW's counsel will make themselves available for reasonable

remote follow-up conversations in connection with the attorney's proffers and will use best efforts to respond to questions posed by Settlement Class Counsel.

(b) TRW further agrees to use its best efforts to make five (5) of its current or former officers or employees available for interviews and depositions, provide five (5) declarations or affidavits from the same persons, and make those persons available to testify at trial. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States or remotely by Zoom or some comparable technology, and each deposition 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. 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.

(c) In addition to its Cooperation obligations set forth herein, TRW 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 TRW. Settlement Class Counsel agrees to use their best efforts to obtain stipulations that would avoid the need to call TRW witnesses at trial for the purpose of obtaining such evidentiary foundations.

44. TRW's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, terminated, or otherwise fails to take effect, TRW's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment has been entered in all actions in this Action against all Defendants. For purposes of this Paragraph, the term "final" shall have the same meaning as set forth in Paragraph 22.

45. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 13, or in the event that it is rescinded or terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against TRW, 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 TRW and/or the other Releasees, their counsel, or any individual made available by TRW 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 TRW which Settlement Class Counsel participate in as part of the Action. Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against TRW in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 22, or in the event that it is rescinded or terminated by either party under any provision herein.

46. All Cooperation Materials shall be deemed to be "Highly Confidential" in accordance with the Protective Order. TRW shall designate the Cooperation Materials as such

pursuant to the Protective Order. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any attorney proffers or other statements or information made by counsel for TRW 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. End-Payor Plaintiffs and Settlement Class Counsel will not attribute any factual information obtained from Attorney Proffers to TRW or its counsel. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such attorney proffers or other statements in the prosecution of its claims in the Action, including (a) for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, 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 TRW counsel.

47. To the extent practicable, 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 TRW’s Cooperation provisions to the Automobile Dealership Plaintiffs and, if agreed upon by the parties hereto, any other party with whom TRW reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action.

48. TRW and other Releasees need not respond to discovery requests from End-Payor Plaintiffs or otherwise participate in the Action during the pendency of this Agreement, with the

exception of the Cooperation provisions set forth in Section F. Other than to enforce the terms of this Agreement as permitted by the terms of this Agreement, neither TRW nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of this Agreement.

49. If Settlement Class Counsel believes that TRW 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 TRW'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.

50. If this Agreement is rescinded, terminated or fails to receive final approval, or otherwise fails to take effect, unless otherwise agreed by TRW, within sixty (60) days after the foregoing events, 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.

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

51. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 22 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then TRW 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 63. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses

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

52. In the event that this Agreement does not become final as set forth in Paragraph 22, or this Agreement otherwise is terminated pursuant to Paragraph 51, 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 TRW less only disbursements made in accordance with Paragraph 30 of this Agreement. TRW expressly reserves all rights and defenses if this Agreement does not become final.

53. Further, and in any event, End-Payor Plaintiffs and TRW agree that this Agreement, whether or not it shall become final or is rescinded or terminated, 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 TRW, or the other Releasees, to be used against TRW, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL Litigation, to be used against TRW, and 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 TRW. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using Cooperation Materials produced by TRW against any other defendants in any actions in the MDL Litigation or in confidential settlement discussions as provided for in this Agreement.

54. 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.

55. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 18-22 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 Class.

H. Miscellaneous.

56. TRW 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.

57. 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 TRW 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 TRW and the other Releasees, for sales made by TRW and the other Releasees relating to alleged illegal conduct are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. TRW's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a 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 TRW's and the other Releasees. TRW shall not be responsible for any payment to End-Payor Plaintiffs other than the amount specifically agreed to in Paragraph 26 of this Agreement.

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

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

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

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

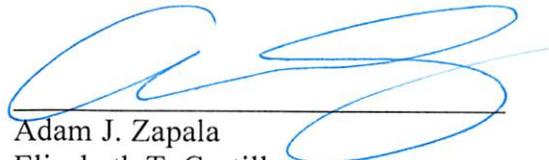
62. Neither End-Payor Plaintiffs nor TRW shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

63. 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.

64. 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.

65. TRW, End-Payor Plaintiffs, and Settlement Class Counsel agree not to disclose the terms of this Agreement publicly or to any other person until this Agreement is submitted to the Court for preliminary approval, except such disclosure may be made: (a) to the Named Plaintiffs and End-Payor Plaintiffs’ counsel (b) Releasees where necessary, (c) as otherwise required by law or statute in any jurisdiction; (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 TRW and End-Payor Plaintiffs and (e) to counsel for other parties who have filed or will file actions against TRW relating to the conduct set forth in the Action, provided that they otherwise agree to keep the foregoing confidential.

Dated: August 12, 2021



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Dated: August 12, 2021

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Dated: August 12, 2021

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