UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	12-md-02311 Honorable Marianne O. Battani
In Re: Wire Harness	2:14-cv-14451-MOB-MKM 2:14-cv-00107-MOB-MKM
THIS DOCUMENT RELATES TO: Truck and Equipment Dealer Cases	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 25th day of July, 2016 ("Execution Date") by and between DENSO Corporation and DENSO International America, Inc. (the "DENSO Defendants") and Truck & Equipment Dealership Plaintiffs (as defined below in Paragraph 14), both individually and on behalf of a proposed class of Truck & Equipment Dealership indirect purchasers (the "Settlement Class") as defined below in Paragraph 9.

WHEREAS, Truck & Equipment Dealership Plaintiffs are prosecuting claims in the above-captioned *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (the "MDL Proceeding"), which includes Case No. 2:14-cv-00107 and Case No. 2:14-cv-14451 (collectively, the "Action"), on their own behalf and on behalf of the Settlement Class against, among others, the DENSO Defendants;

WHEREAS, Truck & Equipment Dealership Plaintiffs allege that they were injured as a result of the DENSO Defendants' participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers in violation of Section 1 of the

Sherman Act and various State antitrust, unjust enrichment, and consumer protection laws as set forth in Truck & Equipment Dealership Plaintiffs' First Amended Class Action Complaint, No. 2:14-cv-14451 (E.D. Mich. May 29, 2015) (ECF No. 64) (the "Complaint");

WHEREAS, Truck & Equipment Dealership Plaintiffs have sought both a nationwide injunction under the Clayton Act and damages under the laws of certain states;

WHEREAS, the DENSO Defendants do not admit Truck & Equipment Dealership Plaintiffs' allegations and have asserted defenses to Truck & Equipment Dealership Plaintiffs' claims;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below in Paragraph 10) and counsel for the DENSO Defendants, and this Agreement has been reached as a result of those negotiations;

WHEREAS, Truck & Equipment Dealership Plaintiffs, through Settlement Class Counsel, have conducted an investigation into the facts and the law and have concluded that resolving the claims against the DENSO Defendants, according to the terms set forth below, is in the best interest of Truck & Equipment Dealership Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as those terms are defined below) and injunctive relief that the DENSO Defendants have agreed to provide pursuant to this Agreement;

WHEREAS, Truck & Equipment Dealership Plaintiffs may continue to pursue claims against entities that are not Releasees (as defined below in Paragraph 7);

WHEREAS, the DENSO Defendants, despite their belief that they are not liable for the claims asserted and have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and

protracted litigation, and to obtain the release, order, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted by the Truck & Equipment Dealership Plaintiffs and/or the Settlement Class against the DENSO Defendants;

WHEREAS, DENSO Defendants have agreed to provide Cooperation to Truck & Equipment Dealership Plaintiffs as set forth in the Agreement, and such Cooperation will reduce Truck & Equipment Dealership Plaintiffs' substantial burden and expense associated with prosecuting their claims; and

WHEREAS, Truck & Equipment Dealership Plaintiffs recognize the benefits of DENSO's Cooperation and recognize that because of joint and several liability, the Agreement with DENSO Defendants does not impair Truck & Equipment Dealership Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled;

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 claims of the Releasees be settled, compromised, and dismissed on the merits with prejudice as to the Releasees, as defined below in Paragraph 7, and except as hereinafter provided, without costs as to Truck & Equipment Dealership Plaintiffs, the Settlement Class, or the DENSO Defendants or other Releasees, subject to the approval of the Court, on the following terms and conditions:

A. Definitions

1. "Cooperation" shall refer to those provisions set forth below in Paragraphs 34–50.

2. "Cooperation Materials" means any information, testimony, Documents (as defined below in Paragraph 4) or other material (including information from attorney proffers) provided by any of the DENSO Defendants or their counsel under the terms of this Agreement.

3. "Defendant" means any party named as a defendant in the Action at any time up to and including the date of Final Court Approval, as defined below in Paragraph 22.

4. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including electronically stored information. A draft or non-identical copy of a document is a separate document within the meaning of this term.

5. "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.

6. "Protective Order" means the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information, No. 2:12-md-02311 (E.D. Mich. July 10, 2012) (ECF No. 200).

7. "Releasees" shall refer to the DENSO Defendants, and to each of their past and present parents, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing, excluding any Defendants as of the Execution Date or alleged corporate-entity co-conspirators (other than the DENSO Defendants and their past and present parents, subsidiaries, or affiliates) named in any action brought in the MDL Proceeding.

8. "Releasors" shall refer to the Truck & Equipment Dealership Plaintiffs, as defined in Paragraph 14, below, and Settlement Class Members, as defined in Paragraph 11, below, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants,

representatives, parents, subsidiaries, affiliates, 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, other than Releasors (excluding the Truck & Equipment Dealership Plaintiffs) who opt-out pursuant to Paragraph 28 of this Agreement.

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

> All Truck & Equipment Dealerships that, from January 1, 1999, through the Execution Date, purchased a new Vehicle in the United States that included one or more Vehicle Wire Harness Systems as a component part, or indirectly purchased one or more Vehicle Wire Harness Systems as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary or affiliate of a Defendant, or any co-conspirator of a Defendant.

10. "Settlement Class Counsel" shall refer to the law firm of:

Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103

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

12. "Settlement Amount" shall be USD $625,000.00 and the Settlement Amount plus any income or interest earned upon this sum after it is deposited into the Escrow Account (as defined below in Paragraph 26) shall constitute the "Settlement Funds."

13. "Truck & Equipment Dealership" means any person or entity who has purchased new Vehicles (as defined below in Paragraph 15) for resale or lease.

14. "Truck & Equipment Dealership Plaintiffs" means the named plaintiffs in the Action as of July 9, 2016 and any other Truck & Equipment Dealerships that have been or are subsequently added as named plaintiffs in the Action prior to the entry of final judgment against the DENSO Defendants.

15. "Vehicle" means any heavy-duty (Class 8) trucks, medium-duty (Class 4, 5, 6, and 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, and similar motor vehicles typically sold by automobile dealerships), all-terrain vehicles, construction equipment, mining equipment, agricultural equipment, railway vehicles, materials handling vehicles, and other similar vehicles.

16. "Vehicle Wire Harness Systems" means any part or subcomponent included within the definition set forth in Paragraph 3 of the Complaint, whether sold separately, in combination, or as part of a module, assembly or system.

B. Approval of this Agreement and Dismissal of Claims Against the DENSO Defendants

17. On the Execution Date of this Agreement, Truck & Equipment Dealership Plaintiffs and the DENSO Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 51–53 of this Agreement.

18. Truck & Equipment Dealership Plaintiffs and the DENSO Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees.

19. After reasonable notice to and review and comment by the DENSO Defendants, Truck & Equipment Dealership Plaintiffs shall submit to the Court in the Action a motion seeking preliminary approval ("Preliminary Approval") of this Agreement ("Preliminary Approval Motion"). The Preliminary Approval Motion shall include the proposed form of an order preliminarily approving this Agreement. The text of the proposed form of an order preliminarily approving this Agreement shall be subject to good faith efforts to agree by Truck & Equipment Dealership Plaintiffs and the DENSO Defendants before submission of the Preliminary Approval

Motion. Truck & Equipment Dealership Plaintiffs and the DENSO Defendants agree to use their best efforts to obtain Preliminary Approval from the Court as promptly as possible. The terms of the proposed order preliminarily approving this Agreement will include the substance of the following provisions:

(a) preliminarily approving this Agreement as being fair, reasonable, and adequate to the Settlement Class;

(b) preliminarily certifying the Settlement Class as meeting the standards for a settlement class under Federal Rule of Civil Procedure 23;

(c) appointing the law firm identified in Paragraph 10 of this Agreement as Settlement Class Counsel;

(d) appointing the Truck & Equipment Dealership Plaintiffs as class representatives of the Settlement Class;

(e) directing that notice be given to the Settlement Class Members at a time and in a manner consistent with the terms of this Agreement;

(f) approving the establishment of the Escrow Account (as defined below in Paragraph 26);

(g) providing that the Court's Preliminary Approval of this Agreement and preliminary certification of the Settlement Class will have no effect on the rights of any Defendant, including the DENSO Defendants, to contest the certification of any other proposed classes in the MDL Proceeding; and

(h) staying the Action against the DENSO Defendants for all purposes except those necessary to effectuate this Agreement.

20. Truck & Equipment Dealership Plaintiffs, at a time to be decided in their sole discretion, shall submit to the Court in the Action a motion for authorization to disseminate notice of the settlement and of this Agreement to all members of the Settlement Class identified by Truck & Equipment Dealership Plaintiffs ("Notice Motion"). The Notice Motion shall provide for notice to all members of the Settlement Class in a method designed to meet the requirements of Rule 23 and the due process clause. The Truck & Equipment Dealership Plaintiffs will submit a draft of the Notice Motion to the DENSO Defendants sufficiently in advance of the date the Truck & Equipment Dealership Plaintiffs intend to submit the Notice Motion to the Court for the DENSO Defendants to review and comment upon the Notice Motion. To mitigate the costs of notice, Truck & Equipment Dealership Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of this settlement and any other settlements that have been or are reached by the time of the Notice Motion. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice in the Action.

21. Truck & Equipment Dealership Plaintiffs shall seek at the earliest practicable time, and the DENSO Defendants will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Truck & Equipment Dealership Plaintiffs and the DENSO Defendants shall agree upon. The terms of such order and final judgment will include the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 9, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement and as a settlement class for the Action;

(b) 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 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(c) as to the DENSO Defendants and any other Releasees named in the Action, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(d) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, as well as over the DENSO Defendants, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

(e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action pursuant to subpart (c) of this Paragraph shall be final;

(f) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including the DENSO Defendants, to contest certification of any class proposed in the MDL Proceeding, except the DENSO Defendants may not contest the Truck & Equipment Dealership Plaintiffs' motion for class certification in the Action unless the settlement is vacated or terminated, (ii) the Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Proceeding, 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 contested motion to certify any such class;

(g) enjoining the DENSO Defendants, for a period of two years beginning on the date of entry of the final order and judgment, from engaging in any price-fixing, bid-rigging, or market allocation in violation of Section 1 of the Sherman Act; and

(h) enjoining any Releasor, and their counsel, from prosecuting any claim against the DENSO Defendants or the Releasees that is released by this Agreement.

22. This Agreement shall become final and be deemed to have received "Final Court Approval" within the meaning of this Agreement when (i) the Court has entered the order and final judgment provided for in Paragraph 21, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of the order and final judgment as to the DENSO Defendants described in subpart (i) hereof has expired and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the order granting final approval or the entry of judgment or to toll the time for appeal of the order granting final approval or the judgment or, if appealed, approval of this Agreement and the final judgment in the Action as to the DENSO Defendants has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times.

23. Neither this Agreement (whether or not it should become final) nor the final judgment in the Action, nor any and all negotiations, documents, and discussions associated with them, shall be deemed or construed to be an admission by the DENSO Defendants or the Releasees, or evidence, of any violation of any statute or law or of any liability or wrongdoing whatsoever by the DENSO Defendants or the Releasees, or of the truth of any of the claims or allegations contained in any complaint or any other pleading, and evidence thereof shall not be

discoverable or used directly or indirectly, in any way, in any other action or proceeding against the DENSO Defendants and any other Releasees. 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 the DENSO Defendants, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. Nothing in this Paragraph shall prevent Truck & Equipment Dealership Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 34–50 for the prosecution of the claims in the MDL Proceeding, except as to any such claims against the DENSO Defendants or Releasees.

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, the injunction to be entered as described in Paragraph 21(g) of this Agreement, the Cooperation provided pursuant to Paragraphs 34–50, 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 this Agreement or makes a claim upon or receives a payment from 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 related to, the conduct alleged in the Complaint or any act or omission of the Releasees (or any of them) concerning the sale of any and all parts, modules, or assemblies for incorporation into any Vehicle,

including any conduct alleged and causes of action asserted or that could have been alleged or asserted, in any class action or other complaint filed in the MDL Proceeding concerning any such parts, modules, or assemblies, provided, however, that nothing herein shall release: (1) any claims based on direct purchases of such parts, modules, or assemblies; (2) any claims made by any State, State agency, or instrumentality or political subdivision of a State, as to government purchases and/or penalties relating to such parts, modules, or assemblies; (3) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, warranty, securities, or similar claim relating to such parts, modules, or assemblies; and (4) claims under laws other than those of the United States relating to purchases made by Releasors outside of the United States ("Released Claims"). Releasors hereby covenant and agree not to sue any Releasee in connection with, or to file or prosecute, any claims released herein on their own behalf or on the behalf of any other person or entity, on either an individual or class-wide basis, unless this Agreement does not obtain Final Court Approval or is otherwise terminated or rescinded.

25. In addition to the provisions of Paragraph 24 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. 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 the DENSO Defendants and Truck & Equipment Dealership 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, the DENSO Defendants shall pay or cause to be paid the Settlement Amount. The Settlement Amount shall be paid in United States Dollars into a segregated escrow account to be administered in accordance with the provisions of Paragraph 27 of this Agreement (the "Escrow Account") within thirty (30) days following the later of (i) the date the court grants Preliminary Approval or (ii) the DENSO Defendants being provided with the account number, account name, and wiring information for the Escrow Account. No part of the Settlement Amount paid by the DENSO Defendants shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures or punitive recoveries.

E. Qualified Settlement Fund

27. (a) The Escrow Account will be established at U.S. Bank with such Bank serving as escrow agent ("Escrow Agent") subject to an escrow agreement mutually acceptable to Settlement Class Counsel and the DENSO Defendants, such escrow to be subject to the Court's continuing supervision and control. In addition, Settlement Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 27. Such elections

shall be made in compliance with the procedures and requirements contained in any applicable regulations.

(b) Truck & Equipment Dealership Plaintiffs and the DENSO Defendants agree to treat the Escrow Account as being at all times a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Escrow Account being a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1.

(c) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator for the Escrow Account shall be Settlement Class Counsel. Settlement Class Counsel shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Escrow Account (including the returns described in Treasury Regulation § 1.468B-2(k) and (l)). Settlement Class Counsel shall make a "relation-back election" (as defined in Treasury Regulation § 1.468B-1(j)) back to the earliest permitted date, if available. Such returns (as well as the relation-back election described in this Paragraph 27(c)) shall be consistent with the Escrow Account's status as a Qualified Settlement Fund and in all events shall reflect that all Taxes, as defined below in Paragraph 27(e) (including any estimated taxes, interest, or penalties), on the Settlement Funds shall be paid out of the Settlement Funds as provided in Paragraph 27(f) hereof. It shall be the responsibility of Settlement Class Counsel to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(d) The Escrow Agent shall cause the Settlement Funds to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully

insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively, by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. The DENSO Defendants shall bear no risk related to the Settlement Funds. The Settlement Funds 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 the Settlement Funds shall be distributed pursuant to this Agreement or further order(s) of the Court.

(e) All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the Settlement Funds, including any taxes or tax detriments that may be imposed upon the DENSO Defendants or any other Releasee with respect to the Settlement Funds for any period during which the Escrow Account 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 this Paragraph 27 (including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 27 ("Tax Expenses")), shall be paid out of the Settlement Funds.

(f) Neither the DENSO Defendants 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. The Escrow Agent and Settlement Class Counsel shall indemnify and hold the DENSO Defendants and the Releasees harmless for Taxes and Tax Expenses (including taxes payable by reason of such indemnification). Further, Taxes and Tax Expenses shall be treated as, and

considered to be, a cost of administration of the Escrow Account and shall be timely paid by the Settlement Class Counsel out of the Settlement Funds without prior order from the Court and Settlement Class Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). Neither the DENSO Defendants nor any Releasee shall be responsible or have any liability therefor or for any reporting requirements that may relate thereto. The DENSO Defendants and Settlement Class Counsel agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph 27.

(g) If this Agreement does not receive Final Court Approval, then the Settlement Funds (net of costs incurred and expended in accordance with Paragraph 29), shall be returned to the DENSO Defendants within thirty (30) calendar days of the Court's final determination.

F. Exclusions

28. 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 this Agreement upon Final Court Approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide the DENSO

Defendants with a list and copies of all opt-out requests it receives and shall file under seal with the Court a list of all members of the Settlement Class who timely and validly opted out of the settlement.

(a) Subject to Court approval, any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. The DENSO Defendants reserve all of their legal rights and defenses with respect to any claim asserted by any excluded member of the Settlement Class.

(b) Subject to Court approval, in the written request for exclusion, the member of the Settlement Class must state his, her, or its full name, address, and telephone number. Further, the member of the Settlement Class must include a statement in the written request for exclusion that he, she, or it wishes to be excluded from the settlement. Any member of the Settlement Class that submits a written request for exclusion may also identify the number of new Vehicles purchased from January 1, 1999 through the Execution Date of this Agreement as requested in the notice to the Settlement Class as provided in Paragraph 20.

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

(d) Within twenty (20) business days following the Opt-Out Deadline in accordance with the terms of this Paragraph 28, or as soon thereafter as practicable, the parties shall determine the total number of truck and equipment dealer locations in the states in which Truck & Equipment Dealership Plaintiffs have or are seeking to recover damages from January 1,

1999 through the Execution Date that purchased Vehicles containing Vehicle Wire Harness Systems or purchased Vehicle Wire Harness Systems (defined as "Total Number of Damages Class Members" for purposes of calculating the Total Opt-Out Percentage defined below). The parties shall determine the Total Number of Damages Class Members based upon reasonably available public information, and each dealership location shall be counted as a separate Settlement Class Member for the purposes of this calculation. In the event the parties mutually agree that non-public information is required to determine the Total Number of Damages Class Members, the parties shall identify an appropriate source of the necessary information and any costs or expenses associated with securing such information shall be paid pursuant to Paragraph 29 below. Within ten (10) business days following the determination of the Total Number of Damages Class Members, the parties shall calculate the percentage of the Total Number of Damages Class Members that have validly and timely requested to be excluded from the Settlement Class ("Total Opt-Out Percentage"), provided that the DENSO Defendants shall have the sole option to waive the calculation and, by doing so, waive their rights under this Paragraph. The Total Opt-Out Percentage is a fraction, the numerator of which is the Total Number of Damages Class Members that have validly and timely requested to be excluded from the Settlement Class, and the denominator of which is the Total Number of Damages Class Members. If the parties are unable to agree on the Total Opt-Out Percentage, the Truck & Equipment Dealership Plaintiffs and the DENSO Defendants agree to submit their respective calculations of the Total Opt-Out Percentage to the Court for decision as to which of the competing calculations is most reasonable. Should the Total Opt-Out Percentage be more than ten percent (10%), the DENSO Defendants shall be paid within ten (10) business days of the parties' agreement or the Court's determination of the Total Opt-Out Percentage calculation, out of the Settlement Funds, an

amount equal to the Settlement Funds multiplied by the difference between ten percent (10%) and the Total Opt-Out Percentage. As an example, for the avoidance of doubt, if the Total Opt-Out Percentage were twenty-five percent (25%), the DENSO Defendants would be paid fifteen percent (15%) of the Settlement Funds.

G. Payment of Expenses

29. The DENSO Defendants agree to permit use of a maximum of USD $75,000 of the Settlement Funds toward the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Funds prior to Final Court Approval after the Settlement Amount is paid into the Escrow Account. To the extent such expenses have been actually incurred or paid for notice and administration costs, those notice and administration expenses (up to the maximum of USD $75,000) are not recoupable if this settlement does not become final or is terminated. The Escrow Agent shall return all remaining portions of the Settlement Funds to the DENSO Defendants should this Agreement not receive Final Court Approval. The DENSO Defendants shall not be liable for any of the costs or expenses of the litigation incurred by Truck & Equipment Dealership Plaintiffs in 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 Settlement Class administration and costs, except to the extent that any such costs or expenses are awarded from the Settlement Funds by Court order.

H. The Settlement Funds

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

31. After this Agreement becomes final within the meaning of Paragraph 22, and at a time to be determined by Settlement Class Counsel, the Settlement Funds shall be distributed in accordance with plans to be submitted, 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 or distribution of the Settlement Funds, or the administration of the Settlement Funds, including the costs and expenses of such investment, distribution and administration.

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

32. Truck & Equipment Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed subject to Court approval and indemnified solely out of the Settlement Funds for their costs and expenses. The DENSO Defendants and the other Releasees shall not be liable for any costs, fees, or expenses of any of Truck & Equipment Dealership Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives. All such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Funds.

33. (a) Settlement Class Counsel may, after Preliminary Approval of this Agreement at a time to be determined in their sole discretion, submit an application to the Court ("Fee and Expense Application") for the following payments to be made to Settlement Class Counsel after Final Court Approval of this Agreement: (i) an award of attorneys' fees not in excess of one-third of the sum of the Settlement Amount and any interest accrued thereon while in the Escrow Account, plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action and incentive awards ("Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications from time to time for fees and expenses incurred and reasonable incentive awards, but in no event shall 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, Truck & Equipment Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Funds for all expenses including 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, 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 this Agreement is rescinded or terminated pursuant to Paragraphs 51–53.

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

(d) Other than to pay the Settlement Amount, as provided herein, neither the DENSO Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

(e) Neither the DENSO Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel 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.

J. Cooperation

34. In return for the release and discharge provided herein, in addition to the Settlement Amount, the DENSO Defendants agree to provide, following Preliminary Approval, substantial cooperation to Truck & Equipment Dealership Plaintiffs as set forth below ("Cooperation"). All such Cooperation shall occur in a manner that is in compliance with the DENSO Defendants' obligations to any Government Entity (meaning the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, the Canadian Competition Bureau, or any other government entity). The DENSO Defendants shall not be required to provide Documents or information protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a Government Entity. Should the DENSO Defendants withhold any materials pursuant to the foregoing sentence, the DENSO Defendants will so inform the Truck & Equipment Dealership Plaintiffs and will describe the basis for such withholding to the extent permissible under applicable law.

35. *Transactional Data*. At the request of Truck & Equipment Dealership Plaintiffs, following Preliminary Approval, and subject to meet and confer with the DENSO Defendants as to any reasonable limitations on this obligation, the DENSO Defendants will use their best efforts to produce on a rolling basis within two hundred seventy (270) days after such request, existing and reasonably accessible transactional data (including English translations thereof, to the extent they exist) related to any part, module, or assembly sold by the DENSO Defendants for incorporation

into any Vehicle to the extent Truck & Equipment Dealership Plaintiffs are pursuing claims in the MDL Proceeding against one or more other Defendants with respect to such part, module, or assembly and continue to pursue such claims at the time of production. The DENSO Defendants will use their best efforts to begin production of the foregoing transactional data as soon as reasonably possible after such request and agree to prioritize such productions to the extent practicable. The time period for this production will be from January 1, 1996 to December 31, 2013, but only to the extent such data currently exist and are reasonably accessible.

36. *Documents*. The DENSO Defendants have already produced tens of thousands of Documents to Truck & Equipment Dealership Plaintiffs. To the extent not already produced, the DENSO Defendants also will produce all Documents that the DENSO Defendants produced to the U.S. Department of Justice in connection with its investigation of price-fixing, bid-rigging, and market allocation of any of the parts, modules, or assemblies at issue in Case No. 2:15-cv-14097 (E.D. Mich.), Case No. 2:15-cv-01007 (E.D. Mich.), Case No. 2:15-cv-14096 (E.D. Mich.), Case No. 2:15-cv-00707 (E.D. Mich.), and Case No. 2:15-cv-01107 (E.D. Mich.) (collectively, the "Radiators, Alternators, and Starters Actions"), including all English translations produced to the DOJ, within one hundred twenty (120) days after Preliminary Approval. The DENSO Defendants will consider in good faith any reasonable further request by Truck & Equipment Dealership Plaintiffs, following Preliminary Approval, to collect, and make available for inspection and copying, additional Documents related to any part, module, or assembly sold by the DENSO Defendants for incorporation into any Vehicle to the extent Truck & Equipment Dealership Plaintiffs are pursuing claims in the MDL Proceeding against one or more other Defendants with respect to such part, module, or assembly and continue to pursue such claims at the time of production, provided the request would not impose an undue burden on the DENSO Defendants.

37. Subject to Paragraph 35, the DENSO Defendants will have no obligation to collect, search, produce, or make available to the Truck & Equipment Dealership Plaintiffs any Documents created on or after February 23, 2010.

38. Should the DENSO Defendants inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by a Government Entity, Truck & Equipment Dealership Plaintiffs agree (i) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement, and (ii) to return such documents to the DENSO Defendants upon a written request from the DENSO Defendants.

39. *Other Cooperation*. Within forty-five (45) days after Preliminary Approval, the DENSO Defendants will provide a list of current or former officers, directors, or employees who were interviewed by any Government Entity, who testified before a grand jury in connection with the DOJ's investigation, or were disclosed to any Government Entity as having knowledge of alleged antitrust violations as to any part, module, or assembly at issue in the Radiators, Starters, and Alternators Actions, given however, that the DENSO Defendants shall not be required to disclose to Truck & Equipment Dealership Plaintiffs or Settlement Class Counsel the specific Government Entities before which each such current or former employee, director, or officer appeared or to which they were disclosed as having knowledge of alleged antitrust violations.

40. At the request of Truck & Equipment Dealership Plaintiffs, following Preliminary Approval, the DENSO Defendants will consider in good faith any reasonable request to provide the following types of cooperation relating to alleged antitrust violations as to any part, module, or assembly sold by the DENSO Defendants for incorporation into any Vehicle to the extent Truck & Equipment Dealership Plaintiffs are pursuing claims in the MDL Proceeding against one or more

other Defendants with respect to such part, module, or assembly and continue to pursue such claims at the time of such cooperation: (1) witness interviews; (2) deposition testimony in the MDL Proceeding; (3) declarations or affidavits in the MDL Proceeding; and/or (4) trial testimony in the MDL Proceeding. Truck & Equipment Dealership Plaintiffs agree to request such cooperation only when reasonably necessary to their prosecution of their claim(s) against other Defendants in the MDL Proceeding. Nothing in this provision shall prevent the DENSO Defendants from objecting to the reasonableness of the identity and number of persons selected by Settlement Class Counsel for interviews, for depositions, or as trial witnesses, or to provide declarations or affidavits in the MDL Proceeding.

41. In addition to the foregoing:

(a) Upon reasonable notice and at the request of Settlement Class Counsel, the DENSO Defendants shall make best efforts to provide affidavit(s), declaration(s), or deposition testimony from representatives of the DENSO Defendants sufficient to authenticate and establish as business records any Documents and transactional data produced or to be produced in the MDL Proceeding (to the extent such Documents or Transactional Data constitute business records of the DENSO Defendants pursuant to Fed. R. Evid. 803), or to provide such other foundation for admission into evidence as the DENSO Defendants may reasonably be able to provide by affidavit, declaration, or deposition testimony.

(b) Upon reasonable notice and at the request of Settlement Class Counsel, the DENSO Defendants shall make best efforts (not to include actual or threatened employee disciplinary action) to provide, for trial testimony in each of the Radiators, Alternators, and Starters Actions, if necessary, up to four (4) witnesses from among those who have been interviewed or deposed in the MDL Proceeding who may be current or former employees,

representatives, or agents of the DENSO Defendants whom Settlement Class Counsel, in consultation with counsel for the DENSO Defendants, reasonably and in good faith believe possess knowledge of facts or information that would assist in the prosecution of Truck & Equipment Dealership Plaintiffs' claims in those Actions.

42. The DENSO Defendants shall make witnesses available for such interviews or depositions in their country of residence as of the date of the interview or deposition, unless otherwise agreed to by the parties. If any such interview, deposition, or trial testimony takes place outside of the country of the witness's residence, Settlement Class Counsel shall reimburse the DENSO Defendants for such person's economy class fare and up to $450 per day for lodging and expenses actually incurred. It is understood that the DENSO Defendants may be unable to make available for interviews, depositions, or trial testimony or any other court proceedings the seven individuals referenced in Paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America, No. 2:12-cr-20063-GCS-PJK (E.D. Mich.) (ECF No. 9), or any individual who is no longer an officer, director, or employee of any DENSO Defendant. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

43. The DENSO Defendants shall be entitled to designate all Cooperation Materials in accordance with the Protective Order. Truck & Equipment Dealership Plaintiffs and Settlement Class Counsel will not attribute any factual information obtained from attorney proffers to the DENSO Defendants or their counsel. Truck & Equipment Dealership Plaintiffs and Settlement Class Counsel shall not disclose information obtained from attorney proffers to any other claimants or potential claimants, including automobile dealership plaintiffs, end-payor plaintiffs,

direct purchaser plaintiffs, state attorneys general, and opt-out plaintiffs in the MDL Proceeding, except with the express written consent of the DENSO Defendants.

44. DENSO Defendants' counsel agree to make themselves available for reasonable follow-up questions from Settlement Class Counsel. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that Settlement Class Counsel shall maintain all statements made by the DENSO Defendants' counsel as "Highly Confidential," as said designation is described in the Protective Order, and shall not use the information so received for any purpose other than the prosecution of Truck & Equipment Dealership Plaintiffs' claims asserted in the MDL Proceeding, that any statements made by DENSO's counsel in connection with and/or as part of this settlement shall not be disclosed to any other party, and that statements made by counsel for the DENSO Defendants in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408, and otherwise shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such statements in the prosecution of Truck & Equipment Dealership Plaintiffs' claims asserted in the MDL Proceeding including for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, except any claims against Releasees (but shall not introduce any such information into the record, or depose or subpoena any DENSO Defendant counsel), and may rely on such information to certify 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.

45. In the event that the DENSO Defendants produce Documents or provide written responses to discovery to any party in the MDL Proceeding concerning or relating to any part,

module, or assembly sold by the DENSO Defendants for which Truck & Equipment Dealership Plaintiffs are pursuing claims in the MDL Proceeding at the time of such production ("Relevant Production"), including in the Radiators, Alternators, and Starters Actions, the DENSO Defendants shall produce all such Documents or written discovery responses to Truck & Equipment Dealership Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents or written discovery responses have not previously been produced by the DENSO Defendants to Truck & Equipment Dealership Plaintiffs. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in the MDL Proceeding concerning those same products, provided that the time for participation of Settlement Class Counsel and settlement class counsel for the automobile dealership plaintiffs and end-payor plaintiffs shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a DENSO Defendant current or former employee. Truck & Equipment Dealership Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraphs 40–41 above are coordinated with any other deposition noticed in the MDL Proceeding to avoid unnecessary duplication.

46. Without limitation to the foregoing, the DENSO Defendants also will produce to Truck & Equipment Dealership Plaintiffs any Documents, provide any attorney proffers, and make available for interview any witnesses, that the DENSO Defendants produce, provide, or make available to any other party in the MDL Proceeding in connection with the DENSO Defendants' obligations resulting from any settlement of any claims, to the extent (a) such Documents, attorney proffers, and witness interviews relate to any of the parts, modules, or assemblies at issue in any of the Radiators, Alternators, and Starters Actions, and (b) Truck &

Equipment Dealership Plaintiffs are pursuing claims in those Actions at the time the DENSO Defendants provide such Documents, attorney proffers, or witnesses for interview. With respect to witness interviews, the DENSO Defendants may either allow Truck & Equipment Dealers to participate in interviews conducted by other parties or provide the witness for separate interviews by Truck & Equipment Dealers, at the DENSO Defendants' sole discretion. In addition, with respect to any witness that the DENSO Defendants make available in the MDL Proceeding for a deposition relating to the parts, modules, or assemblies at issue in any of the Radiators, Alternators, or Starters Actions, the DENSO Defendants shall permit Settlement Class Counsel to attend and participate in such depositions and shall, through counsel, provide Settlement Class Counsel with an attorney proffer for such witness in advance of each deposition and answer a reasonable number of follow-up questions from Settlement Class Counsel regarding information supplied in such attorney proffers. All such attorney proffers and responses to any questions will be subject to the requirements of Paragraphs 43–44 above.

47. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the DENSO Defendants' obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or until such time as final judgment has been entered in the relevant action against all Defendants in that action.

48. If this Agreement is rescinded, disapproved, or otherwise fails to take effect, or if final judgment has been entered by the United States District Court for the Eastern District of Michigan in the Action, or the Action has otherwise been terminated (collectively "District Court Termination"), unless otherwise agreed by the DENSO Defendants, within sixty (60) days after District Court Termination, Truck & Equipment Dealership Plaintiffs must return or destroy all Cooperation Materials received from the DENSO Defendants to the extent required by the

Protective Order, and must comply with all other terms of the Protective Order governing such return or destruction. Whether the Cooperation Materials are returned or destroyed, Truck & Equipment Dealership Plaintiffs must submit a written certification to the DENSO Defendants by the sixty (60) day deadline that identifies (by category, where appropriate) all Cooperation Materials that were returned or destroyed and that affirms that Truck & Equipment Dealership Plaintiffs have not retained any copies, abstracts, compilations, summaries, or other form that reproduces or captures any of the Cooperation Material.

49. In the event that this Agreement fails to receive Final Court Approval, the parties agree that neither Truck & Equipment Dealership Plaintiffs nor Settlement Class Counsel shall be permitted to use or introduce into evidence against the DENSO Defendants and other Releasees, at any hearing or trial, or in support of any motion, opposition, or other pleading in the MDL Proceeding or in any other federal or state or foreign action, any Documents provided by the DENSO Defendants and/or the Releasees, their counsel, or any individual made available by the DENSO Defendants pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, Truck & Equipment Dealership Plaintiffs and the DENSO Defendants are not relinquishing any rights to pursue discovery from each other or from third parties, in the event that this Agreement fails to receive Final Court Approval, including final approval of the Settlement Class, as defined in Paragraph 9, or in the event that it is terminated or rescinded by either party under any provision herein. Should this Agreement fail to receive Final Court Approval or otherwise be terminated or rescinded by either party under any provision herein, Truck & Equipment Dealership Plaintiffs and the DENSO Defendants 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.

50. Unless and until this Agreement is rescinded, disapproved, or otherwise fails to take effect, the DENSO Defendants and other Releasees need not respond to formal discovery requests from Truck & Equipment Dealership Plaintiffs or otherwise participate in the Action during the pendency of this Agreement, with the exception of the Cooperation provisions set forth above. Other than to enforce the terms of this Agreement, neither the DENSO Defendants nor Truck & Equipment Dealership Plaintiffs shall file motions against the other in the Action.

K. Rescission if this Agreement Is Not Approved or Final Judgment Is Not Entered

51. If this Agreement does not receive Final Court Approval, then the DENSO Defendants and Truck & Equipment Dealership Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court out of the Settlement Funds shall not be deemed a basis to rescind this Agreement.

52. In the event that this Agreement does not receive Final Court Approval, or this Agreement otherwise is terminated or rescinded by either party under any provision herein, then: (i) this Agreement shall be of no force or effect, except as expressly provided in this Agreement; (ii) the Settlement Funds shall be returned forthwith to the DENSO Defendants less only disbursements made in accordance with Paragraph 29 of this Agreement; and (iii) the DENSO Defendants shall be entitled to any tax refunds owing to the Settlement Funds. At the request of the DENSO Defendants, 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 the DENSO Defendants. The DENSO Defendants expressly

reserve all of their rights and defenses if this Agreement does not receive Final Court Approval or is otherwise terminated or rescinded.

53. Further, and in any event, Truck & Equipment Dealership Plaintiffs and the DENSO Defendants agree that this Agreement, whether or not it receives Final Court Approval or is otherwise terminated or rescinded by either party under any provision herein, and any and all negotiations, Documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by the DENSO Defendants or any other Releasees, or (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL Proceeding. 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 in any action or proceeding, against the DENSO Defendants or other Releasees (except to enforce this Agreement). Nothing in this Paragraph shall prevent Truck & Equipment Dealership Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 34–50, subject to the limitations in those paragraphs, for the purpose of prosecution of the claims in the MDL Proceeding, except as to any such claims against the DENSO Defendants or Releasees.

L. Miscellaneous

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 claims with respect to each Releasee as provided in this Agreement as well as Cooperation by the DENSO Defendants.

55. The DENSO Defendants shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

56. This Agreement does not settle or compromise any claim by Truck & Equipment Dealership Plaintiffs or any Settlement Class Member against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Truck & Equipment Dealership Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees, for sales made by the DENSO Defendants and the DENSO Defendants' alleged illegal conduct are specifically reserved by Truck & Equipment Dealership Plaintiffs and Settlement Class Members. The DENSO Defendants' sales to the Settlement Class and the DENSO Defendants' alleged illegal conduct shall remain as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the MDL Proceeding or other persons or entities other than the Releasees to the extent permitted by applicable law.

57. 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 Truck & Equipment Dealership Plaintiffs and the DENSO Defendants. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Michigan without regard to its choice of law or conflict of laws principles. The DENSO Defendants will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

58. This Agreement constitutes the entire, complete, and integrated agreement among Truck & Equipment Dealership Plaintiffs and the DENSO Defendants pertaining to the settlement

of the Released Claims, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between Truck & Equipment Dealership Plaintiffs and the DENSO Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Truck & Equipment Dealership Plaintiffs and the DENSO Defendants, and approved by the Court.

59. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Truck & Equipment Dealership Plaintiffs and the DENSO Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Truck & Equipment Dealership Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasors. The Releasees, other than the DENSO Defendants that are parties hereto, are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

60. This Agreement may be executed in counterparts by Truck & Equipment Dealership Plaintiffs and the DENSO Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

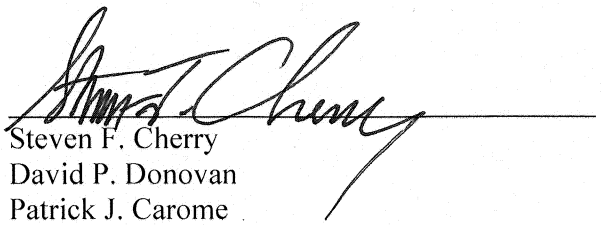
61. Neither Truck & Equipment Dealership Plaintiffs nor the DENSO Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

62. 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, or letter by

overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

63. The DENSO Defendants and Truck & Equipment Dealership Plaintiffs agree not to disclose publicly or to any other person, except for Releasees where necessary, the terms of this Agreement until this Agreement is submitted to the Court for Preliminary Approval.

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.



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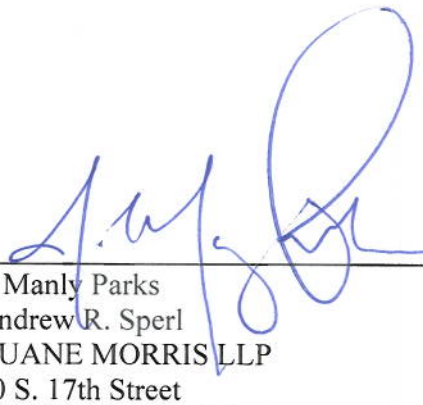

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