

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

IN RE: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION

In re: Wire Harnesses

THIS DOCUMENT APPLIES TO:

Truck and Equipment Dealer Cases

Master File No. 12-md-02311

Hon. Marianne O. Battani

2:14-cv-00107-MOB-MKM

2:14-cv-14451

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 31st day of August, 2016 (“Execution Date”) by and between Sumitomo Electric Industries, Ltd. (“SEI”), Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc. (incorporating K&S Wiring Systems, Inc.), Sumitomo Wiring Systems (U.S.A.) Inc., (collectively, “Sumitomo”), and Truck and Equipment Dealer Class Representatives (“Truck and Equipment Dealer Plaintiffs”), both individually and on behalf of a class of Truck and Equipment dealership purchasers of Vehicle Wire Harness Systems (the “Settlement Class”), as more particularly defined in Paragraph 11 below.

WHEREAS, Truck and Equipment Dealer Plaintiffs are prosecuting the above *In Re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the “MDL Litigation”), Case No. 14-cv-00107 (also known as *Rush Truck Centers of Arizona, Inc., et al. v. Denso Corporation, et al.*, Case No. 14-cv-14451) (the “Action”) on their own behalf and on behalf of the Settlement Class against, among others, Sumitomo;

WHEREAS, Truck and Equipment Dealer Plaintiffs allege that they were injured as a result of Sumitomo's participation in an unlawful conspiracy to raise, fix, maintain and/or stabilize prices, rig bids, and allocate markets and customers for Vehicle Wire Harness Systems (as defined below) in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Truck and Equipment Dealer Plaintiffs' First Amended Class Action Complaint in the Action (the "Complaint");

WHEREAS, Sumitomo denies Truck and Equipment Dealer Plaintiffs' allegations and has asserted defenses to Truck and Equipment Dealer Plaintiffs' claims in the Action;

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

WHEREAS, Truck and Equipment Dealer Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against Sumitomo, according to the terms set forth below, is in the best interest of Truck and Equipment Dealer Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Injunctive Relief and Cooperation (as those terms are defined below) that Sumitomo has agreed to provide pursuant to this Agreement;

WHEREAS, the Action will continue against Defendants (as defined below) that are not Releasees (as defined below);

WHEREAS, Sumitomo, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this

Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Sumitomo with respect to Vehicle Wire Harness Systems based on the allegations in the Action, as more particularly set out below;

WHEREAS, Sumitomo has provided Cooperation to Truck and Equipment Dealer Plaintiffs during the Action pursuant to the Antitrust Criminal Penalty Enhancement and Reform Act (“ACPERA”) and Sumitomo has agreed to continue providing Cooperation to Truck and Equipment Dealer Plaintiffs in the ongoing prosecution of the Action as set forth in this Agreement, and such Cooperation has reduced, and will continue to reduce, Truck and Equipment Dealer Plaintiffs’ substantial burden and expense associated with prosecuting the Action; and

WHEREAS, Truck and Equipment Dealer Plaintiffs recognize the benefits of Sumitomo’s Cooperation and recognize that because of joint and several liability, this Agreement with Sumitomo does not impair Truck and Equipment Dealer Plaintiffs’ ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action, including any damages attributable to Sumitomo’s alleged conduct:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and except as hereinafter provided, without costs as to Truck and Equipment Dealer Plaintiffs, the Settlement Class, or Sumitomo, 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 34-40.
2. “Cooperation Materials” means any information, testimony, Documents (as defined below) or other material provided by Sumitomo 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 when the Court has entered a final order certifying the Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e).
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, without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term.
5. “Truck and Equipment Dealer Class Representatives” means those Settlement Class Members, as defined in Paragraph 13, below, who are named plaintiffs in the Complaints.
6. “Indirect Purchaser States” means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.
7. For purposes of this Agreement, “Vehicle Wire Harness Systems” shall have the same meaning as set forth in the operative Complaint at the time this Agreement is executed.
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. “Releasees” shall refer to Sumitomo and to all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including but not limited to the predecessors, successors and assigns of each of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees” does not include any defendant in the MDL Litigation other than Sumitomo.

10. “Releasers” shall refer to Truck and Equipment Dealer Class Representatives and the members of the Settlement Class, as defined in Paragraph 11, 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.

11. For purposes of this Agreement, the “Settlement Class” is defined as all Truck and Equipment dealers that, during the period January 1, 1999, through the Execution Date, purchased Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any alleged co-conspirator; or purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary, affiliate or alleged co-conspirator.

12. “Settlement Class Counsel” shall refer to the law firm of:

Duane Morris LLP  
30 South 17th Street  
Philadelphia, PA 19103

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

14. “Settlement Amount” shall be US \$390,000. Settlement Class Counsel shall allocate the Settlement Amount among the Settlement Class subject to approval by the Court after notice to the Settlement Class as directed by the Court. The “Settlement Fund” shall be the Settlement Amount allocated among the Settlement Class plus any income or accrued interest earned on that amount.

15. For purposes of this Agreement, the term “Trucks and Equipment” shall have the same meaning as set forth in the operative Complaint at the time this Agreement is executed.

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

16. Truck and Equipment Dealer Plaintiffs and Sumitomo 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 only.

17. Within fifteen (15) days after the date the last signature to this Agreement is delivered, Truck and Equipment Dealer Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Motion”). The Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 19 below. The text of these proposed orders shall be agreed upon by Truck and Equipment Dealer Plaintiffs and Sumitomo before submission of the Motion.

18. After notice to Sumitomo, Truck and Equipment Dealer Plaintiffs shall, at a time to be decided in their sole discretion, submit to the Court a motion for authorization to

disseminate notice of the settlement and final judgment contemplated by this Agreement to all members of the Settlement Class identified by Truck and Equipment Dealer Plaintiffs (the “Notice Motion”). In order to mitigate the costs of notice, the Truck and Equipment Dealer Plaintiffs shall endeavor, if practicable, to disseminate notice with any other settlements that have been or are reached in the MDL Litigation at the time the Notice Motion is filed. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice in the Action, which shall be subject to good faith efforts to agree by the Truck and Equipment Dealer Plaintiffs and Sumitomo before submission of the Notice Motion.

19. Truck and Equipment Dealer Plaintiffs shall seek, and Sumitomo will not object unreasonably to, the entry of an order and final judgment, the text of which Truck and Equipment Dealer Plaintiffs and Sumitomo shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 11, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class for the Action;

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

(c) as to Sumitomo, 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 interpretation, administration and consummation of this settlement,

as well as over Sumitomo, 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 as to Sumitomo shall be final; and

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

20. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment in the Action dismissing the Action with prejudice as to Sumitomo 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 Sumitomo described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to Sumitomo have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. 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. On the date that Truck and Equipment Dealer Plaintiffs and Sumitomo have executed this Agreement, Truck and Equipment Dealer Plaintiffs and Sumitomo shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 25(h) or 45 of this Agreement.

21. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents, and discussions associated with them (including Cooperation Materials produced pursuant to Paragraphs 35-40), shall be deemed or construed to be an admission by Sumitomo, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Sumitomo, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against Sumitomo. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 35-40, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation, to establish any of the above, subject to the terms and conditions set forth in the Protective Orders in the Action, except as stated in Paragraph 40(f). 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 Sumitomo, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

22. 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 20 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 24 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 Fund, whether directly, representatively, derivatively, or in any other capacity) under any federal, state, or local law of any jurisdiction in the United States, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct alleged in the Complaint or any act or omission of the Releasees (or combination thereof), concerning Vehicle Wire Harness 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 complaints filed in the Action (the “Released Claims”), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Vehicle Wire Harness Systems as to such direct purchases; (2) any claims made by end-payors that are indirect purchasers of Vehicle Wire Harness 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) 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 Vehicle Wire Harness Systems; (5) claims concerning any motor vehicle part other than Vehicle Wire Harness Systems; (6) claims under laws other than those of the United States relating to purchases of Vehicle Wire Harness Systems made 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.

23. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 20 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Vehicle Wire Harness 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 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 22 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 Sumitomo and Truck and Equipment Dealer Plaintiffs have agreed to release pursuant to Paragraph 22, whether or not

concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

24. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Defendant SEI, on behalf of Sumitomo, shall pay the Settlement Amount of US \$390,000. The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the “Escrow Account”) within thirty (30) days following entry of an Order preliminarily approving this Agreement, or thirty (30) days following the provision of the necessary documentation and information of the Escrow Accounts to Sumitomo by Settlement Class Counsel, whichever is later.

25. Escrow Account.

(a) The Escrow Account will be established at U.S. Bank with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and Sumitomo, 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.

(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) Truck and Equipment Dealer Plaintiffs and Sumitomo 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, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 25, including the relation-back election (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the 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 25(d)) shall be consistent with Paragraph 25(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 25(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 Sumitomo 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 25(d) through 25(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 25(e) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither Sumitomo nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Sumitomo shall not be responsible or have any liability therefor. Truck and Equipment Dealer Plaintiffs and Sumitomo 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 25(d) through 25(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 11, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Sumitomo into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 29), shall be returned to Sumitomo from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

26. Injunctive Relief.

Subject to the provisions hereof, and in full, complete and final settlements of the Action as provided herein, Sumitomo further agrees that it is enjoined for a period of 24 months from the date of the entry of final judgment from engaging in conduct that constitutes a per se violation of Section 1 of the Sherman Act (whether characterized as price fixing, market allocation, bid rigging, or otherwise) with respect to the sale of any Vehicle Wire Harness System.

27. Exclusions.

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

28. The Agreement is subject to rescission, based on timely requests for exclusion by class members in accordance with the terms set forth in a confidential side letter between

Sumitomo and the Truck and Equipment Dealer Plaintiffs. The confidential letter may be provided to the Court for *in camera* review upon its request.

29. Payment of Expenses.

(a) Sumitomo agrees to permit use of a portion of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses are not recoverable if this settlement does not become final or is terminated to the extent such funds have actually been expended or incurred for notice and administration costs. Other than as set forth in this Paragraph 29 and Paragraph 40, Sumitomo 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, notice and/or costs.

(b) In order to mitigate the costs of notice and administration, the Truck and Equipment Dealer Plaintiffs shall use their best efforts, if practicable, to disseminate notice with any other settlements reached with Sumitomo or other defendants in the MDL Litigation and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

E. The Settlement Fund.

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

31. After this Agreement becomes final within the meaning of Paragraph 20, 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 29 of this Agreement.

32. Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses and costs, as provided by Court Order. Sumitomo and the other Releasees shall not be liable for any costs, fees, or expenses of any of Truck and Equipment Dealer 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, Reimbursement of Expenses, and Incentive Awards for Class Representatives.

(a) Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action and incentive awards, plus interest on such attorneys' fees, costs, and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall Sumitomo or any other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) Subject to Court approval, Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and incentive awards. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 25(h) or Paragraph 45.

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

(d) Neither Sumitomo 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 Truck and Equipment Dealer Plaintiffs of any Fee and Expense Award in the Action.

(e) Neither Sumitomo 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, Truck and Equipment Dealer 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, Sumitomo agrees to pay the Settlement Amount and be bound by the injunction described in Paragraph 26, and further agrees to use its best efforts to continue to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 35-40 below, until the later of the entry of the final judgment or judgments with respect to all of the remaining defendants in the Truck and Equipment Dealership Plaintiff Vehicle Wire Harness Systems case or dismissal with prejudice of those defendants and when such judgments or dismissals become “final” within the meaning of Paragraph 20. Cooperation will take place consistent with the timing set forth specifically in Paragraphs 35-40 below, and in a manner that is in compliance with Sumitomo’s obligations to any Government Entities (defined as the United States Department of Justice, the Japanese Fair Trade Commission, the European Commission, or any other government entity). All Cooperation shall be coordinated, to the extent reasonably practicable, with the settlement class counsel for the automobile dealerships (“Automobile Dealership Settlement Class Counsel”) in the action captioned Master File No. 12-md-02311, Case No. 12-cv-00102 and settlement class counsel for the end-payor plaintiffs (“End-Payor Plaintiffs Settlement Class Counsel”) in the action captioned Master File No. 12-md-02311, Case No. 12-cv-00103, so as to avoid all unnecessary duplication and expense.

35. Within five (5) business days after Preliminary Approval, counsel for Sumitomo shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Sumitomo who: (1) were interviewed by any Government Entities in connection with alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity concerning the sale of Vehicle Wire Harness Systems in the United States or for vehicles that were sold in the United States; and/or (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Vehicle Wire Harness Systems. Neither Sumitomo nor Counsel for Sumitomo shall be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of Sumitomo appeared before.

36. Sumitomo will produce to Settlement Class Counsel transactional data concerning sales of Vehicle Wire Harness Systems to Original Equipment Manufacturers ("OEMs") or other purchasers of Vehicle Wire Harness Systems ("Transactional Data") from January 1, 1997 to September 15, 2015, including the following information (to the extent that it exists): (1) the date for each sale; (2) the final price of each sale; (3) the purchaser to whom each sale was made; (4) the model, model year(s) and brand of truck or equipment for which each sale was made, as well as the country of sale of said truck or equipment; (5) the total amount of Vehicle Wire Harness Systems sold in each sale; (6) the location where each sale was made; (7) the Sumitomo entity which made each sale; (8) value engineering and/or other price adjustment made to the Vehicle Wire Harness Systems sold in each sale; (9) any ancillary costs associated with each sale such as tooling costs; (10) Sumitomo's profits, losses and margins on the products comprising Vehicle Wire Harness Systems and other reasonably available financial information, *e.g.*, balance sheets and ledger data; (11) data showing Sumitomo's costs to produce the products comprising

Vehicle Wire Harness Systems; and (12) product description and identification information (including codes, identifiers, and/or part numbers). To the extent Sumitomo has not recorded or maintained electronic transaction data for any period between January 1, 1997 and September 15, 2015, then Sumitomo will use reasonable efforts to produce records of those sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Additionally, Sumitomo will provide to Truck and Equipment Dealer Plaintiffs any later-generated electronic transactional data that is provided to plaintiffs in any other case involving Vehicle Wire Harness Systems claims in the Automotive Parts Litigation, 12-md-02311. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agrees that it shall maintain all data that Sumitomo will produce as “Highly Confidential” pursuant to the terms of the Protective Order. Sumitomo will also answer reasonable follow up questions about its transactional data.

37. In the event that Sumitomo produces Documents or provides declarations or written responses to discovery to any opposing party in the Action or in the other Vehicle Wire Harness Systems cases (a “Relevant Production”), Sumitomo shall produce all such Documents, declarations, or written discovery responses to Settlement Class Counsel contemporaneously with making the Relevant Production to the extent such Documents, declarations, or written discovery responses have not previously been produced by Sumitomo to Settlement Class Counsel.

38. For all Documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work-product doctrine; (3) a protective order, or (4) any other applicable privilege or doctrine protecting documents from disclosure, Sumitomo shall provide a privilege log, to the extent it already exists or comes into existence as a result of the MDL Litigation or

otherwise, describing such Documents in sufficient detail as to explain the nature of the privilege asserted or the basis of any other law or rule protecting such Documents. No Document shall be withheld under a claim of privilege if it was intentionally produced to any Government Entity. If any Document protected by the attorney-client privilege, the work-product protection, or any other privilege is accidentally or inadvertently produced to Settlement Class Counsel, upon notice by Sumitomo of such inadvertent production, the Document shall promptly be destroyed and/or returned to Sumitomo, the Document shall not be used by Settlement Class Counsel for any purpose, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. This Agreement, together with the Protective Order in the Action, brings any inadvertent production by Sumitomo 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. Any dispute regarding any claim of privilege shall be resolved by motion to the Court under Paragraph 52 of this Agreement.

39. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in the Action or in the other Vehicle Wire Harness Systems cases. Sumitomo will not object to Settlement Class Counsel attending and/or participating in depositions of Sumitomo witnesses to the extent Settlement Class Counsel's participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation. Sumitomo will make a good faith effort to provide to Settlement Class Counsel in advance of any deposition of a Sumitomo witness information regarding that witness' knowledge of facts related to Sumitomo's sales of Vehicle Wire Harness Systems manufactured and sold for use in Trucks and Equipment.

40. Additionally, Sumitomo shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 40(a)-(f) below:

(a) Sumitomo's counsel has already provided an attorney proffer to Settlement Class Counsel and permitted Settlement Class Counsel to receive the information provided to other plaintiffs' counsel in prior attorney proffers and witness interviews conducted by those counsel. Sumitomo's counsel agrees to make themselves available for reasonable follow-up questions from Settlement Class Counsel to the extent that those questions are related to Vehicle Wire Harness Systems manufactured and sold for use in Trucks and Equipment. Notwithstanding any other provision in this Agreement, Settlement Class Counsel shall maintain all statements made by Sumitomo's counsel as "Highly Confidential," as said designation is described in the Protective Order in the Action, and shall not use the information so received for any purpose other than the prosecution of the Vehicle Wire Harness Systems claims in *In re Automotive Parts Antitrust Litigation*, 14-md-00107. The parties and their counsel further agree that any statements made by Sumitomo's counsel in connection with and/or as part of this settlement, including the referred-to attorney's proffer(s), shall not be disclosed to any other party and 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 the Vehicle Wire Harness Systems claims in *In re Automotive Parts Antitrust Litigation*, 14-md-00107, and 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 a reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice by Settlement Class Counsel, Sumitomo shall make a good faith effort to make two (2) persons whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Truck and Equipment Dealer Plaintiffs in the prosecution of their claims related to Vehicle Wire Harness Systems manufactured and sold for use in Trucks and Equipment, and who may consist of current directors, officers, and/or employees of Sumitomo, available for interviews or depositions (“Witnesses”). Each interview or deposition will take place at a mutually agreeable location and shall be limited to a total of seven (7) hours. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of twelve (12) hours. Written notice by Settlement Class Counsel to Sumitomo’s counsel shall constitute sufficient service of notice for depositions. Sumitomo agrees to make available by telephone the persons who have been interviewed as set forth in this paragraph to answer follow-up questions at the request of Settlement Class Counsel for a period not to exceed two (2) hours per person. The additional two (2) hour period shall not apply to witnesses who have been selected for a deposition. Sumitomo agrees to provide one affidavit from each of the persons who have been interviewed or deposed pursuant to this paragraph upon reasonable request by Settlement Class Counsel. If Sumitomo is unable to make those same persons available for an affidavit, then Settlement Class Counsel may select a substitute affiant.

(c) To the extent that Sumitomo provides any attorney proffers, witness interviews, or depositions as part of the indirect purchaser settlements entered into by Sumitomo in the MDL Litigation, Sumitomo will permit Settlement Class Counsel to attend those attorney proffers, witness interviews and/or depositions.



(d) Upon reasonable notice, Sumitomo shall make its best efforts to provide, for trial testimony, if necessary, a reasonable number of Sumitomo persons from among the Witnesses or other persons who have been interviewed or deposed in the MDL Litigation, which may consist of current directors, officers, and/or employees of Sumitomo whom Settlement Class Counsel, in consultation with counsel for Sumitomo, reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Truck and Equipment Dealer Plaintiffs as a trial witness in the Action, and who will be prepared to testify truthfully. Settlement Class Counsel shall reimburse Sumitomo for reasonable travel expenses, not to exceed the cost of coach air travel fare and \$250 per day, incurred by any such person in connection with their trial testimony, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered.

(e) In addition to its Cooperation obligations set forth herein, Sumitomo agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Sumitomo's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in the Action. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Sumitomo witnesses at trial for the purpose of obtaining such evidentiary foundations.

(f) Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel agree they will not use the information provided by Sumitomo or the other Releasees or their

representatives under this Agreement for any purpose other than the prosecution of claims in the MDL Litigation, and will use it in the Action and any other case in the MDL Litigation consistent with the Protective Orders, and will not use it beyond what is reasonably necessary for the prosecution of claims in the MDL Litigation or as otherwise required by law. All Documents and other information provided pursuant to this Agreement shall be governed by the terms of the Protective Order.

41. Sumitomo's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Sumitomo's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, the later of the entry of the final judgment or judgments with respect to all of the remaining defendants in the Truck and Equipment Dealer Plaintiffs' Vehicle Wire Harness Systems case or dismissal with prejudice of those defendants and when such judgments or dismissals become "final" within the meaning of Paragraph 20.

42. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20 hereof, including final approval of the Settlement Class as defined in Paragraph 11, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Truck and Equipment Dealer Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Sumitomo, 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 deposition testimony or any documents provided by Sumitomo and/or the other Releasees, their counsel, or any individual made available by Sumitomo 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 Sumitomo which Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, Truck and Equipment Dealer Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Sumitomo in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20 hereof, including final approval of the Settlement Class as defined in Paragraph 11, or in the event that it is terminated by either party under any provision herein.

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

44. Sumitomo, Truck and Equipment Dealer Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

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

45. 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 judgments provided for in Paragraph 20 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final judgments are not affirmed in its entirety, then Sumitomo and Truck and Equipment

Dealer Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 57. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

46. In the event that this Agreement does not become final as set forth in Paragraph 20, or this Agreement otherwise is terminated pursuant to Paragraph 45, 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 Accounts (including interest earned thereon) shall be returned forthwith to Sumitomo less only disbursements made in accordance with Paragraph 29 of this Agreement. Sumitomo expressly reserves all rights and defenses if this Agreement does not become final.

47. Further, and in any event, Truck and Equipment Dealer Plaintiffs and Sumitomo agree that this Agreement, whether or not it shall become final, 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 Sumitomo, or the other Releasees to be used against Sumitomo, 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 Sumitomo, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against Sumitomo. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using Cooperation Materials produced by Sumitomo against any other defendants in any actions to establish any of the above.

48. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant

claims with respect to each Releasee as provided in this Agreement as well as Cooperation by Sumitomo.

49. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 16-20 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.

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

51. This Agreement does not settle or compromise any claim by Truck and Equipment Dealer Plaintiffs or any Settlement Class Member asserted in the Complaints or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than Sumitomo and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Truck and Equipment Dealer 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 Sumitomo and the other Releasees, for sales made by Sumitomo and Sumitomo's alleged illegal conduct are specifically reserved by Truck and Equipment Dealer Plaintiffs and Settlement Class Members. Sumitomo's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than Sumitomo and the other Releasees. Sumitomo shall not be responsible for any payment to Truck and Equipment Dealer Plaintiffs other than the amount specifically agreed to in Paragraph 24 of this Agreement.

52. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Truck and Equipment Dealer Plaintiffs and Sumitomo, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. Sumitomo will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

54. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Truck and Equipment Dealer Plaintiffs and Sumitomo. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Truck and Equipment Dealer Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasees. The Releasees (other than Sumitomo entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

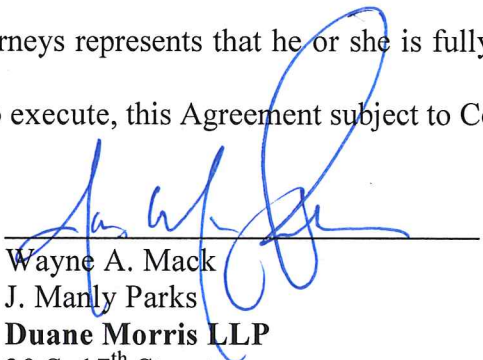
55. This Agreement may be executed in counterparts by Truck and Equipment Dealer Plaintiffs and Sumitomo, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

56. Neither Truck and Equipment Dealer Plaintiffs nor Sumitomo shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

57. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that the recipient acknowledges having received that email, with an automatic "read receipt" or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

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

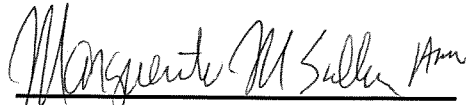
Dated: August 31, 2016



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