

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

In re Automotive Parts Antitrust Litigation

Master File No. 12-md-02311

In re: Wire Harnesses

This document relates to:

Rush Truck Centers of Arizona, Inc.; Rush Truck Centers of California, Inc.; Rush Truck Centers of Colorado, Inc.; Rush Truck Centers of Florida, Inc.; Rush Truck Centers of Georgia, Inc.; Rush Truck Centers of Idaho, Inc.; Rush Truck Centers of Illinois, Inc.; Rush Truck Centers of Indiana, Inc.; Rush Truck Centers of Kansas, Inc.; Rush Truck Centers of Missouri, Inc.; Rush Truck Centers of North Carolina, Inc.; Rush Truck Centers of Ohio, Inc.; Rush Truck Centers of Oklahoma, Inc.; Rush Truck Centers of Oregon, Inc.; Rush Truck Centers of Tennessee, Inc.; Rush Truck Centers of Texas, LP.; Rush Truck Centers of Utah, Inc.; Rush Truck Centers of Virginia, Inc., *on behalf of themselves and all others similarly situated,*

No: 14-14451

Plaintiffs,

Jury Trial Demanded

v.

Denso Corp., Denso International America, Inc., Fujikura, Ltd., Fujikura Automotive America LLC, Furukawa Electric Co. Ltd., American Furukawa, Inc., Leoni Wiring Systems, Inc., Leonische Holding, Inc., Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., K&S Wiring Systems, Inc., Sumitomo Wiring (U.S.A.) Inc., Yazaki Corporation, Yazaki North America, Inc., TRAM, Inc., Tokai Rika Co., Ltd., G.S. Electech, Inc., G.S.W. Manufacturing, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric US Holdings, Inc., Mitsubishi Electric Automotive America, Inc., Asti Corporation

Defendants.

TRUCK AND EQUIPMENT DEALERSHIP
FIRST AMENDED CLASS ACTION COMPLAINT

PLAINTIFFS Rush Truck Centers of Arizona, Inc. (“Rush AZ”), Rush Truck Centers of California, Inc. (“Rush CA”), Rush Truck Centers of Colorado, Inc. (“Rush CO”), Rush Truck Centers of Florida, Inc. (“Rush FL”), Rush Truck Centers of Georgia, Inc. (“Rush GA”), Rush Truck Centers of Idaho, Inc. (“Rush ID”), Rush Truck Centers of Illinois, Inc. (“Rush IL”); Rush Truck Centers of Indiana, Inc. (“Rush IN”); Rush Truck Centers of Kansas, Inc. (“Rush KS”), Rush Truck Centers of Missouri, Inc. (“Rush MO”), Rush Truck Centers of North Carolina, Inc. (“Rush NC”), Rush Truck Centers of Ohio, Inc. (“Rush OH”), Rush Truck Centers of Oklahoma, Inc. (“Rush OK”), Rush Truck Centers of Oregon, Inc. (“Rush OR”); Rush Truck Centers of Tennessee, Inc. (“Rush TN”); Rush Truck Centers of Texas, LP (“Rush TX”); Rush Truck Centers of Utah, Inc. (“Rush UT”); and Rush Truck Centers of Virginia, Inc. (“Rush VA”), (collectively “Plaintiffs”) file this Complaint on behalf of themselves and all other similarly situated dealers (the “Classes” as defined below) of medium-duty (Class 4, 5, 6, & 7) trucks and heavy-duty (Class 8) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, and/or similar motor vehicles sold by automobile dealers), construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles (collectively, “Trucks and Equipment”).

Plaintiffs bring this class action for damages, injunctive relief, and other relief pursuant to federal antitrust laws and state antitrust, unfair competition, unjust enrichment and consumer protection laws, demand a trial by jury, and allege as follows:

Nature of Action

1. This lawsuit is brought as a proposed class action against Defendants, the largest suppliers of Vehicle Wire Harness Systems (defined below) globally and in the United States, for engaging in a massive, more than decade-long conspiracy to unlawfully fix and artificially raise the prices of these products. Defendants' conspiracy successfully targeted the motor vehicle industry in the United States, raising prices for Truck and Equipment manufacturers and dealers alike.

2. Plaintiffs bring this action on behalf of themselves and all Truck and Equipment dealers that, during the period January 1, 1999, to the present, (the "Class Period"):

- a. purchased Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or
- b. purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary, affiliate or co-conspirator.

3. "Vehicle Wire Harness Systems" are electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in a vehicle. Essentially, Vehicle Wire Harness Systems serve as the "central nervous system" of a motor vehicle. "Vehicle Wire Harness Systems" include the following: vehicle wire harnesses, speed sensor wire assemblies, vehicle electrical wiring, lead wire assemblies, cable bond, vehicle wiring connectors, vehicle wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, high voltage wiring and power distributors.

4. The Denso Defendants, the Fujikura Defendants, the Furukawa Defendants, the Leoni Defendants, the Sumitomo Defendants, the Tokai Rika Defendants, the Asti Corporation Defendant, the Mitsubishi Defendants, the Yazaki Defendants and the G.S. Electech Defendants

(all as defined below, and collectively “Defendants”) manufacture, market, and sell Vehicle Wire Harness Systems throughout the United States. The manufacture and sale of Vehicle Wire Harness Systems is a multi-billion dollar industry.

5. Defendants and other co-conspirators (as yet unknown) agreed, combined, and conspired to inflate, fix, raise, maintain, or artificially stabilize prices of Vehicle Wire Harness Systems.

6. Competition authorities in the United States, the European Union, and Japan have been investigating a conspiracy in the market for Vehicle Wire Harness Systems since at least February 2010. As part of its criminal investigation, the Department of Justice (“DOJ”) is seeking information about anticompetitive conduct in the market for Vehicle Wire Harness Systems, and the Federal Bureau of Investigation (“FBI”) has participated in raids, pursuant to search warrants, carried out in at least some of the Defendants’ offices. The European Commission Competition Authority (“EC”) has also conducted dawn raids at the European offices of several of the Defendants. The vehicle parts investigation is the largest criminal investigation the Antitrust Division has ever pursued, both in terms of its scope and the potential volume of commerce affected by the allegedly illegal conduct. The ongoing cartel investigation of price-fixing and bid-rigging in the vehicle parts industry has yielded approximately \$2.4 billion in criminal fines.

7. Defendant Furukawa Electric Co. Ltd. (“Furukawa Electric”), and three of its executives have pleaded guilty to participating in the Vehicle Wire Harness Systems cartel from at least as early as January 2000 and continuing until at least January 2010, and Furukawa Electric has agreed to pay a \$200 million fine related to its unlawful conduct. Furukawa Electric and its co-conspirators participated in a combination and conspiracy to suppress and eliminate

competition in the vehicle parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of, Vehicle Wire Harness Systems sold to vehicle manufacturers in the United States. The combination and conspiracy engaged in by Furukawa Electric and its co-conspirators was an unreasonable restraint of interstate and foreign trade and commerce in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

8. As part of their plea agreements, Furukawa Electric and its three executives have agreed to assist the DOJ in its ongoing criminal investigation into the vehicle parts industry.

9. Defendant Yazaki Corporation (“Yazaki Corporation”), and four of its executives, have also pleaded guilty to fixing prices, rigging bids and allocating customers for Vehicle Wire Harness Systems, between January 2000 and February 2010. Yazaki Corporation has agreed to pay a \$470 million fine, the second highest fine ever paid for a criminal antitrust violation, for its agreements to restrain prices for Vehicle Wire Harness Systems, as well as several other vehicle components.

10. Defendant Fujikura, Inc. has admitted to engaging in the conspiracy to restrain competition for Vehicle Wire Harness Systems between January 2006 and February 2010. Fujikura Inc. has agreed to plead guilty to fixing prices, rigging bids and allocating the supply of Vehicle Wire Harness Systems and to pay a \$20 million fine for its participation in the Vehicle Wire Harness Systems conspiracy.

11. Defendant Denso Corporation has pleaded guilty and agreed to pay a total of \$78 million in criminal fines concerning a two-count criminal information charging Denso Corporation with: (1) participating in a combination and conspiracy with its co-conspirators to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of body electronic control units sold to an

automobile manufacturer in the United States and elsewhere from at least as early as January 2000 and continuing until at least February 2010 in violation of the Sherman Act, 15 U.S.C. § 1; (2) participating in a combination and conspiracy with its co-conspirators to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Vehicle Wire Harness Systems sold to an automobile manufacturer in the United States and elsewhere from at least as early as January 2000 and continuing until at least February 2010 in violation of the Sherman Act, 15 U.S.C. § 1

12. Defendant G.S. Electech Inc. has agreed to plead guilty to engaging in a conspiracy to fix prices, rig bids and allocate supply for speed sensor wire assemblies, which comprise the ABS/speed sensor wire harness, a portion of the Vehicle Wire Harness System, between January 2003 and February 2010. G.S. Electech has agreed to pay \$2.75 million for engaging in these violations of the Sherman Act.

13. The government investigation into price fixing involving Vehicle Wire Harness Systems has grown into an investigation of an expansive industry-wide components conspiracy, including many different component parts, including parts sold for Trucks and Equipment.

14. On March 29, 2013, the Japan Fair Trade Commission (“JFTC”) issued cease and desist orders and surcharge payment orders based on violations of the Japan Antimonopoly Act against NTN Corp., NSK Ltd. and Nachi-Fujikoshi Corp., for conspiring to fix prices on “*industrial machinery bearings* and automotive bearings.”

15. On March 19, 2014, the EC stated that it had found that SKF, Schaeffler, JTEKT Corporation, NSK Ltd., Nachi-Fujikoshi, and NTN had operated a cartel in the market for bearings sold to “car, *truck* and car part manufacturers” and fined all those companies (excluding

JTEKT, which benefitted from immunity for having revealed the existence of a cartel to the EC) a collective EUR 953 million.

16. On March 31, 2015, the Department of Justice announced that Robert Bosch GmbH had agreed to plead guilty and to pay a \$57.8 million criminal fine for its role in a conspiracy to fix the prices for parts, including spark plugs, oxygen sensors and starter motors “sold to automobile *and internal combustion engine manufacturers* in the United States and elsewhere,” including parts sold to equipment manufacturer Andreas Stihl AG & Co., from at least as early as January 2000 until at least July 2011.

17. Many of the companies involved in the government investigations into the industry wide components price fixing conspiracy, including the Defendants in this case, also manufacture and sell parts for Trucks and Equipment.

18. Many of the Original Equipment Manufacturers (“OEMs”) who have been identified as the targets of the conspiracy, including Toyota, Honda, Ford, Chrysler, Mitsubishi Motors, Subaru, Fuji Heavy Industries, Isuzu and Nissan, manufacture and sell Trucks and/or Equipment directly or through subsidiaries or affiliated companies.

19. As a direct result of the anti-competitive and unlawful conduct alleged herein, Plaintiffs and the Classes paid artificially inflated prices for Vehicle Wire Harness Systems or Trucks and Equipment containing Vehicle Wire Harness Systems. Plaintiffs and other members of the Classes have thereby suffered antitrust injury to their business or property.

Jurisdiction and Venue

20. Plaintiffs bring this action under Section 16 of the Clayton Act (15 U.S.C. § 26) to secure equitable and injunctive relief against Defendants for violating Section 1 of the Sherman Act (15 U.S.C. § 1). Plaintiffs also assert claims for actual and exemplary damages pursuant to state antitrust, unfair competition, unjust enrichment and consumer protection laws, and seek to

obtain restitution, recover damages and secure other relief against Defendants for violation of those state laws. Plaintiffs and the Classes also seek attorneys' fees, costs, and other expenses under federal and state law.

21. This Court has jurisdiction over the subject matter of this action pursuant to Section 16 of the Clayton Act (15 U.S.C. § 26), Section 1 of the Sherman Act (15 U.S.C. § 1), and Title 28, United States Code, Sections 1331 and 1337. This Court has subject matter jurisdiction over the state law claims in this action, pursuant to 28 U.S.C. §§ 1332(d) and 1367, as this is a class action in which the matter or controversy exceeds the sum of \$5,000,000, exclusive of interests and costs, and in which some members of the proposed Classes are citizens of different states than some Defendants.

22. Venue is proper in this district pursuant to Section 12 of the Clayton Act (15 U.S.C. § 22), and 28 U.S.C. §§ 1391 (b), (c), and (d), because a substantial part of the events giving rise to Plaintiffs' claims occurred in this district, a substantial portion of the affected interstate trade and commerce discussed below has been carried out in this district, and one or more of the Defendants reside, are licensed to do business in, are doing business in, had agents in, or are found or transact business in this district.

23. This Court has *in personam* jurisdiction over each of the Defendants because each Defendant, either directly or through the ownership and/or control of its United States subsidiaries, *inter alia*: (a) transacted business in the United States, including in this district; (b) directly or indirectly sold or marketed substantial quantities of Vehicle Wire Harness Systems designed for Trucks and Equipment to be sold throughout the United States, including in this district; (c) had substantial aggregate contacts with the United States as a whole, including in this district; (d) colluded with conspirators who engaged in conspiratorial conduct in the United

States, including in this district; and/or (e) was engaged in an illegal price-fixing conspiracy that was directed at, and had a direct, substantial, reasonably foreseeable and intended effect of causing injury to, the business or property of persons and entities residing in, located in, or doing business throughout the United States. Defendants also conduct business throughout the United States, including in this district, and they have purposefully availed themselves of the laws of the United States and this district.

24. Defendants engaged in conduct both inside and outside of the United States that caused direct, substantial, reasonably foreseeable and intended anti-competitive effects upon interstate commerce within the United States, and upon import trade and commerce within the United States.

25. The activities of Defendants and their co-conspirators were within the flow of, were intended to, and did have, a substantial effect on interstate commerce of the United States. Defendants' products are sold in the flow of interstate commerce.

26. Vehicle Wire Harness Systems manufactured abroad by Defendants and sold for use in Trucks and Equipment either manufactured in the United States or manufactured abroad and sold in the United States are goods brought into the United States for sale, and therefore constitute import commerce. To the extent any Vehicle Wire Harness Systems are purchased in the United States, and such Vehicle Wire Harness Systems do not constitute import commerce, Defendants' unlawful activities with respect thereto, as more fully alleged herein during the Class Period, had, and continue to have, a direct, substantial and reasonably foreseeable effect on United States commerce. The anticompetitive conduct, and its effect on United States commerce described herein, proximately caused antitrust injury to Plaintiffs and members of the Classes in the United States.

27. By reason of the unlawful activities hereinafter alleged, Defendants substantially affected commerce throughout the United States, causing injury to Plaintiffs and members of the Classes. Defendants, directly and through their agents, engaged in activities affecting all states, to fix or inflate prices of Vehicle Wire Harness Systems, and that conspiracy unreasonably restrained trade and adversely affected the market for Vehicle Wire Harness Systems.

28. Defendants' conspiracy and wrongdoing described herein adversely affected persons in the United States who purchased Vehicle Wire Harness Systems, including Plaintiffs and the Classes.

Parties

29. Plaintiff Rush AZ is a Delaware corporation with its principal place of business in Arizona. Rush AZ is an authorized Peterbilt and Hino dealer. During the Class Period Rush AZ purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush AZ also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush AZ purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Arizona.

30. Plaintiff Rush CA is a Delaware corporation with its principal place of business in California. Rush CA is an authorized Peterbilt, Hino, Isuzu, and Ford dealer. During the Class Period Rush CA purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush CA also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the

Class Period. Rush CA purchased and received both the aforementioned Trucks and Equipment and Vehicle Wire Harness Systems in California.

31. Plaintiff Rush CO is a Delaware corporation with its principal place of business in Colorado. Rush CO is an authorized Peterbilt, Isuzu, and Ford dealer. During the Class Period Rush CO purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush CO also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush CO purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Colorado.

32. Plaintiff Rush FL is a Delaware corporation with its principal place of business in Florida. Rush FL is an authorized Peterbilt, Hino, and Isuzu dealer. During the Class Period Rush FL purchased, advertised, displayed, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush FL also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush FL purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Florida.

33. Plaintiff Rush GA is a Delaware corporation with its principal place of business in Georgia. Rush GA is an authorized International, Hino, Isuzu, and IC Bus dealer. During the Class Period Rush GA purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush GA also purchased Vehicle Wire Harness Systems manufactured by

one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush GA purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Georgia.

34. Plaintiff Rush ID is a Delaware corporation with its principal place of business in Idaho. Rush ID is an authorized International, Autocar, and IC Bus dealer. During the Class Period Rush ID purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush ID also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush ID purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Idaho.

35. Plaintiff Rush IL is a Delaware corporation with its principal place of business in Illinois. Rush IL is an authorized International dealer. During the Class Period Rush IL purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush IL also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush IL purchased and received both the afore- mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Illinois.

36. Plaintiff Rush IN is a Delaware corporation with its principal place of business in Indiana. Rush IN is an authorized International dealer. During the Class Period Rush IN purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush

IN also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush IN purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Indiana.

37. Plaintiff Rush KS is a Delaware corporation with its principal place of business in Kansas. Rush KS is an authorized Hino and Isuzu dealer. During the Class Period Rush KS purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush KS also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush KS purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Kansas.

38. Plaintiff Rush MO is a Missouri corporation with its principal place of business in Missouri. Rush MO is an authorized International dealer. During the Class Period Rush MO purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush MO also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush MO purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Missouri.

39. Plaintiff Rush NC is a Delaware corporation with its principal place of business in North Carolina. Rush NC is an authorized International, Peterbilt, Hino, and Isuzu dealer. During the Class Period Rush NC purchased, displayed, advertised, and sold Trucks and

Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush NC also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush NC purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in North Carolina.

40. Plaintiff Rush OH is a Delaware corporation with its principal place of business in Ohio. Rush OH is an authorized International, IC Bus, Isuzu, Ford, and Mitsubishi dealer. During the Class Period Rush OH purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush OH also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush OH purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Ohio.

41. Plaintiff Rush OK is a Delaware corporation with its principal place of business in Oklahoma. Rush OK is an authorized Peterbilt, Hino, Isuzu, and Ford dealer. During the Class Period Rush OK purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush OK also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush OK purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Oklahoma.

42. Plaintiff Rush OR is a Delaware corporation with its principal place of business in Oregon. Rush OR is an authorized International dealer. During the Class Period Rush OR

purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush OR also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush OR purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Oregon.

43. Plaintiff Rush TN is a Delaware corporation with its principal place of business in Tennessee. Rush TN is an authorized Peterbilt dealer. During the Class Period Rush TN purchased, displayed, advertised and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush TN also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush TN purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Tennessee.

44. Plaintiff Rush TX is a Texas limited partnership with its principal place of business in Texas. Rush TX is an authorized Peterbilt, Hino, Isuzu, Blue Bird, Micro Bird, Elkhart, and Ford dealer. During the Class Period Rush TX purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush TX also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush TX purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Texas.

45. Plaintiff Rush UT is a Delaware corporation with its principal place of business in Utah. Rush UT is an authorized International, IC Bus, Autocar, and Mitsubishi Fuso dealer. During the Class Period Rush UT purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush UT also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush UT purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Utah.

46. Plaintiff Rush VA is a Delaware corporation with its principal place of business in Virginia. Rush VA is an authorized International dealer. During the Class Period Rush VA purchased, displayed, advertised, and sold Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators. Rush VA also purchased Vehicle Wire Harness Systems manufactured by one or more of the Defendants or their co-conspirators for its repair and service business during the Class Period. Rush VA purchased and received both the afore-mentioned Trucks and Equipment and Vehicle Wire Harness Systems in Virginia.

The Denso Defendants

47. Defendant Denso Corp. is a Japanese corporation with its principal place of business in Kariya, Japan. Defendant Denso Corp. – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

48. Defendant Denso International America, Inc. is a Delaware corporation with its principal place of business in Southfield, Michigan. It is a subsidiary of and wholly owned

and/or controlled by its parent, Denso Corp. Defendant Denso International America, Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent.

49. Defendants Denso Corp., and Denso International America, Inc. shall collectively be referred to herein as the “Denso Defendants” or “Denso.”

The Fujikura Defendants

50. Defendant Fujikura, Ltd. is a Japanese company with its principal place of business in Tokyo, Japan. Defendant Fujikura Ltd., directly and/or through its subsidiaries, which it wholly owned and/or controlled, manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

51. Defendant Fujikura Automotive America LLC is a Delaware company headquartered in Novi, Michigan. It is a subsidiary of and wholly owned and/or controlled by its parent, Defendant Fujikura Ltd. Defendant Fujikura Automotive America LLC manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent.

52. Defendants Fujikura Ltd. and Fujikura Automotive America, LLC are collectively referred to herein as “Fujikura Defendants” or “Fujikura.”

53. During the class period, Fujikura sold Vehicle Wire Harness Systems for Trucks and Equipment through a joint venture entity known as AFL Automotive LP (“AFL”). AFL is a

global industry leader and full-service supplier of complete electrical distribution systems and integrated material solutions for commercial vehicles, including Class 4-8 trucks and buses.

The Furukawa Defendants

54. Defendant Furukawa Electric is a Japanese corporation, with its principal place of business in Tokyo, Japan. Defendant Furukawa Electric, directly and/or through its subsidiaries, which it wholly owned and/or controlled, manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

55. Defendant American Furukawa, Inc. (“American Furukawa”) is a Delaware corporation, with its principal place of business in Plymouth, Michigan. It is a subsidiary of and wholly owned and/or controlled by its parent, Furukawa Electric. Defendant American Furukawa manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent. Defendants Furukawa Electric and American Furukawa are referred to collectively herein as “Furukawa Defendants” or “Furukawa.”

The Leoni Defendants

56. Defendant Leoni Wiring Systems, Inc. is a Delaware corporation with its principal place of business in Tucson, Arizona. It is a subsidiary or affiliate of and wholly owned and/or controlled by, Leoni Bordnetz Systeme GmbH. Defendant Leoni Wiring Systems Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

57. Defendant Leonische Holding, Inc. is a Delaware corporation with its principal place of business in Tucson, Arizona. It is a subsidiary of and wholly owned and/or controlled

by its parent, Leoni AG. Defendant Leonische manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its German parent, Leoni AG.

58. Defendants Leonische Holding, Inc. and Leoni Wiring Systems, Inc. are referred to collectively as “Leoni Defendants” or “Leoni.”

The Sumitomo Defendants

59. Defendant Sumitomo Electric Industries, Ltd. (“Sumitomo Electric”) is a Japanese corporation with its principal place of business in Osaka, Japan. Defendant Sumitomo Electric Industries, Ltd. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

60. Defendant Sumitomo Wiring Systems, Ltd. is a Japanese corporation, with its principal place of business in Yokkaichi, Japan. Defendant Sumitomo Wiring Systems, Ltd. has asserted that it is “proud to hold the world’s top share in the automobile wiring harness field.” Sumitomo Wiring Systems, Ltd. is a subsidiary of Sumitomo Electric Industries, Ltd. and is controlled by Sumitomo Electric Industries, Ltd. Defendant Sumitomo Wiring Systems, Ltd. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

61. Defendant Sumitomo Electric Wiring Systems, Inc. is a Delaware corporation with its principal place of business in Bowling Green, Kentucky. It is a joint venture between Defendants Sumitomo Electric Industries, Ltd. and Sumitomo Wiring Systems, Ltd. Defendant Sumitomo Electric Wiring Systems, Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district,

during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese joint venture participants.

62. Defendant K&S Wiring Systems, Inc. is a Delaware corporation with its principal place of business in La Vergne, Tennessee. It is a subsidiary of and wholly owned and/or controlled by its parent, Sumitomo Electric Industries, Ltd. Defendant K&S Wiring Systems, Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent.

63. Defendant Sumitomo Wiring (U.S.A.) Inc. is a Michigan corporation with its principal place of business in Novi, Michigan. It is a joint venture between Defendants Sumitomo Electric Industries, Ltd. and Sumitomo Wiring Systems, Ltd. Defendant Sumitomo Wiring (U.S.A.) Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese joint venture participants.

64. Defendants Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., K&S Wiring Systems, Inc. and Sumitomo Wiring Systems (U.S.A.) Inc., are collectively referred to herein as “Sumitomo Defendants” or “Sumitomo.”

Yazaki Defendants

65. Defendant Yazaki Corporation is a Japanese corporation with its principal place of business in Tokyo, Japan. Defendant Yazaki Corporation directly and/or through its subsidiaries, which it wholly owned and controlled, manufactured, marketed and/or sold Vehicle

Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

66. Defendant Yazaki North America, Inc. (“Yazaki North America”) is an Illinois corporation and has its principal place of business in Canton Township, Michigan. It is a subsidiary of and owned and controlled by its parent, Yazaki Corporation. Defendant Yazaki North America manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

67. Defendants Yazaki Corporation and Yazaki North America, Inc. are herein collectively referred to as “Yazaki Defendants” or “Yazaki.”

The Tokai Rika Defendants

68. Defendant TRAM, Inc. (“TRAM”) is a Michigan corporation with its principal place of business in Plymouth, Michigan. Defendant TRAM is a subsidiary of and controlled by Tokai Rika Co., Ltd. Defendant TRAM, Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

69. Defendant Tokai Rika Co., Ltd. is a Japanese company with its principal place of business in Niwa-gun, Japan. Defendant Tokai Rika Co., Ltd. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

70. Defendants TRAM and Tokai Rika Co., Ltd. are herein collectively referred to as “Tokai Rika Defendants” or “Tokai Rika.”

The G.S. Electech Defendants

71. Defendant G.S. Electech, Inc. is a Japanese company with its principal place of business in Toyota City, Japan. Defendant G.S. Electech, Inc. manufactured, marketed and/or

sold portions of Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

72. Defendant G.S.W. Manufacturing, Inc. is an Ohio corporation, with its principal place of business in Findlay, Ohio. It is a subsidiary of and owned and controlled by its parent, G.S. Electech, Inc. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent. Defendant G.S.W. Manufacturing, Inc. manufactured, marketed and/or sold portions of Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

73. Defendants G.S. Electech, Inc. and G.S.W. Manufacturing, Inc. are collectively referred to as “G.S. Electech Defendants” or “G.S. Electech.”

Mitsubishi Defendants.

74. Defendant Mitsubishi Electric Corporation (“Mitsubishi”) is a Japanese corporation with its principal place of business in Tokyo, Japan. Mitsubishi—directly and/or through its subsidiaries, which it wholly owned and/or controlled—manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this District, during the Class Period.

75. Defendant Mitsubishi Electric US Holdings, Inc. is a Delaware corporation with its principal place of business in Cypress, California. It is a subsidiary of and wholly owned and/or controlled by its parent, Mitsubishi Electric Corporation. Mitsubishi Electric US Holdings, Inc. – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this District, during the Class Period.

76. Defendant Mitsubishi Electric Automotive America, Inc. is a Delaware corporation with its principal place of business in Mason, Ohio. It is a subsidiary of and wholly

owned and/or controlled by its parent, Mitsubishi Electric US Holdings. Mitsubishi Electric Automotive America, Inc. manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this District, during the Class Period.

77. Mitsubishi Electric Company sells electronic control units which are part of a Vehicle Wire Harness System. On information and belief, Mitsubishi Electric Company sells electronic control units to Fuji Heavy Industries which manufactures generators, engine-equipped machinery, agricultural machinery, construction machinery, other machine tools, and their components. Mitsubishi Electric Company also sells starters and alternators for use in Trucks and Equipment and specifically identifies Peterbilt, Kenworth, Mack Trucks, Volvo Trucks, Freightliner, International Trucks, and Prevest in its sales materials.

78. On November 22, 2012, the JFTC imposed fines totaling \$41.3 million against various automotive parts manufacturers, including a \$17.2 million fine against Defendant Mitsubishi Electric Corporation, for violating antitrust laws by forming a cartel to fix prices for automotive parts including alternators and starters.

79. On November 6, 2013, Mitsubishi Electric Company pleaded guilty for price fixing in connection with the sale of starter motors, alternators, and ignition coils and admitted that its sales affected Ford Motor Company, General Motors LLC, Chrysler Group LLC, Fuji Heavy Industries Ltd., Nissan Motor Company Ltd, Honda Motor Company Ltd., and certain of their subsidiaries. Mitsubishi Electric Company agreed to pay a \$190 million criminal fine.

Asti Corporation Defendant

80. Defendant Asti Corporation (“Asti”) is a Japanese corporation with its principal place of business in Hamamatsu, Japan. Defendant Asti Corp. — directly and/or through its subsidiaries, which it wholly owned and/or controlled — manufactured, marketed and/or sold

Vehicle Wire Harness Systems that were installed in vehicles purchased throughout the United States, including in this district, during the Class Period.

Agents and Co-Conspirators

81. Each Defendant acted as the principal of or agent for other Defendants with respect to the acts, violations, and common course of conduct alleged.

82. Co-conspirator S-Y Systems Technologies Europe, GMBH, (“S-Y Systems Technologies”) is a German corporation with its principal place of business in Regensburg, Germany. Defendant S-Y Systems Technologies is a joint venture between Yazaki Corporation and Continental AG. During the Class Period, S-Y Systems Technologies was at least partially controlled by Yazaki Corporation. Defendant S-Y Systems Technologies, directly and/or through its subsidiaries, which it wholly owned and/or controlled, manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

83. Co-conspirator Defendant S-Y Systems Technologies, America, LLC, is a Delaware corporation, with its principal place of business in Dearborn, Michigan. It is currently a wholly owned subsidiary of and/or controlled by its parent Defendant Yazaki Corporation, having been purchased by Yazaki Corporation in 2005, before which time it was a joint venture between Siemens VDO Automotive AG and Yazaki Corporation and controlled by Defendant S-Y Systems Technologies Europe, GMBH. Defendant S-Y Systems Technologies, America, LLC manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period. At all times during the Class Period, its activities in the United States were under the control and direction of either S-Y Systems Technologies Europe, GMBH, or its current Japanese parent, Yazaki Corporation.

84. Co-conspirator Furukawa Wiring Systems, America, Inc. (“Furukawa Wiring”) is a Delaware corporation with its principal place of business in El Paso, Texas. Furukawa Electric owns 60% of Furukawa Wiring’s shares and American Furukawa owns 40%. Furukawa Wiring, operating under the names, Furukawa Lear Corporation and Lear Furukawa Corporation, was a joint venture, between Furukawa Electric and Lear Corporation. In 1987, Furukawa Electric and a Lear Corporation corporate predecessor began Furukawa Wiring as a joint venture to manufacture and sell wire harnesses to Japanese vehicle manufacturers in North America. Lear held an 80% stake in the venture, with Furukawa holding the remaining 20%. In April 2009, Furukawa purchased an additional 60% of the joint venture, raising its stake to 80%, and changed the joint venture’s name to Furukawa Lear Corporation. In June 2010, Furukawa Lear Corporation became a wholly owned subsidiary of Furukawa called Furukawa Wiring. Furukawa Wiring and its predecessors manufactured, marketed and/or sold Vehicle Wire Harness Systems that were purchased throughout the United States, including in this district, during the Class Period.

85. Additionally, various persons, partnerships, sole proprietors, firms, corporations and individuals not named as Defendants in this lawsuit, the identities of which are presently unknown, have participated as co-conspirators with Defendants in the offenses alleged in this Complaint, and have performed acts and made statements in furtherance of the conspiracy or in furtherance of the anti-competitive conduct.

86. Whenever in this Complaint reference is made to any act, deed or transaction of any corporation or limited liability entity, the allegation means that the corporation or limited liability entity engaged in the act, deed or transaction by or through its officers, directors, agents,

employees or representatives while they were actively engaged in the management, direction, control or transaction of the corporation's or limited liability entity's business or affairs.

Factual Allegations

A. The Vehicle Wire Harness System Industry

87. Vehicle Wire Harness Systems comprise the “central nervous system” of a vehicle, including all Trucks and Equipment, and consist of the wires or cables and data circuits that run throughout the vehicle. To ensure safety and basic functions (e.g., moving, turning and stopping), as well as to provide comfort and convenience, vehicles are equipped with various electronics which operate using control signals running on electrical power. The Vehicle Wire Harness System is the conduit for the transmission of these signals and electrical power.

88. Vehicles contain masses of wires that can amount to several kilometers in length. A vehicle's wiring system is organized into multiple wire harnesses. Wire harnesses provide organized connection points for multiple wiring configurations. The harness feature binds wires and cables into a bundle, which provides protection against deterioration or damage from vibration, abrasions, and moisture.

89. Wire harnesses have color coded wires that are designed to support specific electrical and electronic motor vehicle features. Most, if not all, electrical and electronic devices in a vehicle rely on a wire harness to provide electric current and data transmission for operation.

90. Vehicle Wire Harness Systems are installed by vehicle original equipment manufacturers (“OEMs”) in new vehicles as part of the manufacturing process. They are also installed in vehicles to replace worn out, defective or damaged Vehicle Wire Harness Systems.

91. Many automobile OEMs including Ford, General Motors, Isuzu, Fuji Heavy Industries, Nissan, Subaru, Honda, and Chrysler manufacture and sell Trucks and/or Equipment. Other automobile OEMs, including Toyota, Daimler, and Mitsubishi, sell Trucks and Equipment

through subsidiaries or other affiliated companies. For example, Toyota is the majority owner of Hino Motors (“Hino”). Hino represents the Toyota Group in the market for medium duty trucks, heavy duty trucks, and buses. Daimler owns approximately 90% of Mitsubishi Fuso Truck and Bus Corp. (“Fuso”). Mitsubishi also owns and has owned an interest in Fuso throughout the Class Period. Fuso represents the Daimler Group in the market for medium duty trucks.

92. Trucks and Equipment OEMs, who are mostly large manufacturers such as International, Peterbilt, Kenworth, Daimler, Volvo, Mack, Hino, Isuzu, Fuso, Autocar, Ford and others, purchase Vehicle Wire Harness Systems directly from parts suppliers such as Defendants.

93. Vehicle Wire Harness Systems may also be purchased by component manufacturers who then supply such systems to OEMs. These component manufacturers are also called “Tier I Manufacturers” in the Truck and Equipment industry. A Tier I manufacturer supplies Vehicle Wire Harness Systems directly to an OEM.

94. When purchasing Vehicle Wire Harness Systems, OEMs issue Requests for Quotation (“RFQs”) to the vehicle parts suppliers. Vehicle parts suppliers submit quotations, or bids, to OEMs in response to RFQs, and the OEMs usually award the business to the selected vehicle parts supplier for four to six years, or the life of the model at issue. Typically, the bidding process begins approximately three years prior to the start of production of a new model. Foreign OEMs procure parts for U.S.-manufactured vehicles both abroad and the United States.

95. Upon information and belief, Defendants’ employees responsible for negotiating the prices and terms for parts, including Vehicle Wire Harnesses, were involved in sales to Truck and Equipment manufacturers as well as to automobile manufacturers.

96. Vehicle Wire Harness Systems manufactured, distributed and sold for a particular make and model of a vehicle or other product by Defendants during the Class Period are not qualitatively distinguishable in any material way.

97. Defendants comprise the majority of Truck and Equipment parts suppliers who manufacture Vehicle Wire Harness Systems for sale to OEMs.

98. Defendants and the co-conspirators supplied Vehicle Wire Harness Systems to OEMs for installation in Trucks and Equipment manufactured and sold in the United States and elsewhere. Defendants and their co-conspirators manufactured Vehicle Wire Harness Systems (a) in the United States (including in all of the states having laws permitting recovery of damages by indirect purchasers, as listed *infra*), for installation in Trucks and Equipment manufactured and sold in the United States (including all of the states having laws permitting recovery of damages by indirect purchasers as listed *infra*), (b) in Japan, and possibly other countries, for export to the United States (including all of the states having laws permitting recovery of damages by indirect purchasers, as listed *infra*) and installation in Trucks and Equipment manufactured and sold in the United States (including all of the states having laws permitting recovery of damages by indirect purchasers as listed *infra*), and (c) in Japan, and possibly other countries, for installation in Trucks and Equipment manufactured in Japan, and possibly other countries, for export to and sale in the United States (including all of the states having laws permitting recovery of damages by indirect purchasers, as listed *infra*).

99. Plaintiffs and members of the proposed Classes indirectly purchased Vehicle Wire Harness Systems from one or more of the Defendants through their purchase of new Trucks and Equipment containing Vehicle Wire Harness Systems, or through purchase of Vehicle Wire Harness Systems themselves.

100. The global Vehicle Wire Harness System market size reached US \$21.9 billion in 2009, and increased by 32.2% to US \$29 billion in 2010. According to *ResearchInChina*, a leading source for international market research and market data, the Vehicle Wire Harness System market is steadily growing, and was projected to be US \$32 billion in 2012.

101. The global Vehicle Wire Harness System market is dominated and controlled by large manufacturers, the top six of which are five of the Defendants, who control 69% of the global market.

102. Yazaki controlled almost 30% of the global market for Vehicle Wire Harness Systems as of 2009. As Yazaki states on its website, its Vehicle Wire Harness Systems are “used by every carmaker in Japan,” and it “commands a top share in the global market.” In fact, 77% of Yazaki’s sales are from Vehicle Wire Harnesses, and 37% of its 2007 sales were in the Western Hemisphere. Yazaki’s largest customers are Toyota, followed by Chrysler, Ford, Renault-Nissan, Honda, and General Motors. In the Western Hemisphere, Yazaki supplies Volvo, Chrysler, Ford, General Motors, Honda, Isuzu, Mazda, Mitsubishi, Nissan, Renault, Subaru, Suzuki and Toyota.

103. Sumitomo is the second largest manufacturer of Vehicle Wire Harness Systems, and controls 24% of the global market. Sumitomo supplies Volkswagen, Toyota, Honda and Nissan.

104. Leoni controls 6% of the global market for Vehicle Wire Harness Systems.

105. Furukawa controls almost 4% of the global market for Vehicle Wire Harness Systems.

106. Fujikura controls 2.69% of the global market for Vehicle Wire Harness Systems. Fujikura supplies Volkswagen and Subaru, among other OEMs.

107. Defendant Asti states on its website that its customers for Vehicle Wire Harness Systems include Suzuki, Toyota, and Honda. Motor vehicles manufactured by these entities are sold in the United States.

108. Tokai Rika supplies Hino Motors, among other OEMs.

109. S-Y Systems supplies Ford, among other OEMs.

110. Denso supplies Freightliner, International Truck & Engine, Mack Trucks, Paccar, Volvo Trucks, CNH, John Deere, and Caterpillar, among other OEM's.

111. By virtue of their market shares, Defendants are the dominant manufacturers and suppliers of Vehicle Wire Harness Systems in the United States and the world.

B. Defendants Increased Prices for Vehicle Wire Harness Systems Despite Steady Costs

112. In a competitive market, falling material and labor costs, or the stabilization of material and labor costs over time, as well as the existence of and the desire to maintain economies of scale, would lead to decreased prices because each competitor would be afraid that other competitors would attempt to take advantage of their lower or predictably steady costs to lower their prices in order to capture market share. The only economically rational action in such a situation is for each competitor to lower its own prices.

113. In a market where ostensible competitors have engaged in a conspiracy to fix prices and refrain from competing for customers, however, competitors do not lower prices even when faced with steady or decreasing input costs. Such price decreases are unnecessary because the conspirators know that they will not lose sales to any lower-priced competitors.

114. The price of Vehicle Wire Harness Systems increased during the Class Period, while major input costs virtually remained the same. In fact, according to *ResearchInChina*, Sumitomo and Furukawa own their own copper mines and effectively control their copper input

costs. Copper is a major input cost component in the manufacture of Vehicle Wire Harness Systems. Thus, both of these Defendants had the power to effectively keep their costs steady and knew that due to their control of a key input in Vehicle Wire Harness Systems, the costs of manufacture would likely remain steady. In a competitive market, such steady input costs should have caused Defendants to lower prices for Vehicle Wire Harness Systems. But in a market where Defendants have agreed not to compete on price, such steady input costs have no effect on price.

115. Defendants' unwarranted, anti-competitive price increases have resulted in Plaintiffs and members of the Classes paying supracompetitive prices.

C. The Structure and Characteristics of the Vehicle Wire Harness System Market Render the Conspiracy More Plausible

116. The structure and other characteristics of the Vehicle Wire Harness System market in the United States are conducive to a price-fixing agreement, and have made collusion particularly attractive in this market. Specifically, the Vehicle Wire Harness System market: (1) has high barriers to entry; (2) has inelasticity of demand; (3) is highly concentrated; and (4) is rife with opportunities to conspire.

1. The Vehicle Wire Harness System Market Has High Barriers to Entry

117. A collusive arrangement that raises product prices above competitive levels would, under basic economic principles, attract new entrants seeking to benefit from the supracompetitive pricing. Where, however, there are significant barriers to entry, new entrants are less likely to join the industry and increase competition. Thus, barriers to entry help to facilitate the formation and maintenance of a cartel.

118. There are substantial barriers that preclude, reduce or make more difficult entry into the Vehicle Wire Harness Systems market. A new entrant into the industry would face high

and continuous start-up costs, including multi-million dollar costs associated with manufacturing plants, equipment, energy, transportation, distribution infrastructure, skilled labor and long-standing customer relationships.

119. In addition, OEMs cannot change Vehicle Wire Harness System suppliers randomly after they choose one because the OEMs design the features of their vehicles so that the Vehicle Wire Harness System they purchase for a vehicle is then integrated with the electronics, mechanics, thermal distribution and other features of the particular vehicle model. Thus, a new manufacturer of Vehicle Wire Harness Systems entering the market would likely have to wait until the next cycle of vehicles was being manufactured by any given OEM to even have a chance at obtaining the bid for any model of vehicle and take advantage of the lack of competitive prices for Vehicle Wire Harness Systems, by offering more competitive prices to OEMs. Also, the design of a Vehicle Wire Harness System must be synergized by Vehicle Wire Harness System manufacturers and OEMs. Designing Vehicle Wire Harness Systems pursuant to such stringent specifications involves a great degree of sunk costs and resources.

120. Also it is important for parts suppliers to maintain minimum viable scale in order to efficiently produce parts within the price and quantity parameters established by the major OEMs.

2. There is Inelasticity of Demand for Vehicle Wire Harness Systems

121. “Elasticity” is a term used to describe the sensitivity of supply and demand to changes in one or the other. For example, demand is said to be “inelastic” if an increase in the price of a product results in only a small decline in the quantity sold of that product, if any. In other words, customers have nowhere to turn for alternative, cheaper products of similar quality, and so continue to purchase despite a price increase.

122. For a cartel to profit from raising prices above competitive levels, demand must be relatively inelastic at competitive prices. Otherwise, increased prices would result in declining sales, revenues and profits, as customers purchased substitute products or declined to buy altogether. Inelastic demand is a market characteristic that facilitates collusion, allowing producers to raise their prices without triggering customer substitution and lost sales revenue.

123. Demand for Vehicle Wire Harness Systems is highly inelastic. This is because there are no close substitutes for these products. Truck and Equipment manufacturers and the Truck and Equipment dealers must purchase Vehicle Wire Harness Systems as an essential part of Trucks and Equipment—no Trucks or Equipment are or can be sold without them—even if the prices are kept at a supracompetitive level.

3. The Market for Vehicle Wire Harness Systems Is Highly Concentrated

124. A highly concentrated market is more susceptible to collusion and other anti-competitive practices, because the fewer competitors there are, the easier collusion is to coordinate.

125. As discussed above, Defendants dominate the Vehicle Wire Harness Systems market. Four of the Defendants control 64% of the global market: Yazaki controls almost 30%; Sumitomo controls 24%; Leoni controls 6%; and Furukawa controls almost 4%.

4. Defendants had Ample Opportunities to Conspire

126. Defendants attended industry events where they had the opportunity to meet, have improper discussions under the guise of legitimate business contacts and perform acts necessary for the operation and furtherance of the conspiracy.

127. For example, Defendants have regularly attended the annual North American International Auto Show (“NAIAS”) in Detroit, Michigan, which provided the means and

opportunity to further the conspiracy alleged herein. Defendants have also regularly attended the Automotive Aftermarket Products Expo in Las Vegas, Nevada. Defendant Denso was a premier sponsor of the 2012 event, held January 9 to January 22.

D. Government Investigations

128. A globally coordinated antitrust investigation is taking place in the United States, Europe, and Japan, aimed at suppliers of Vehicle Wire Harness Systems.

129. In February 2010, the EC executed surprise raids at the European offices of certain Defendants as part of an investigation into anticompetitive conduct related to the manufacturing and sale of Vehicle Wire Harness Systems. The EC also carried out additional raids at the European offices of several suppliers of Vehicle Wire Harness Systems on June 7, 2010. Specifically, EC investigators raided the offices of Leoni AG, S-Y Systems Technologies, Lear Corporation's French subsidiary, and Yazaki Corporation. "The Commission has reason to believe that the companies concerned may have violated European Union antitrust rules that prohibit cartels and restrictive business practices," an EC official said in a statement.

130. S-Y Systems Technologies has admitted that it is cooperating with the antitrust investigators. Lear Corporation's Chief Executive Officer Bob Rossiter has stated that Lear Corporation was notified by the EC that it is part of an investigation into anticompetitive practices among automotive electrical and electric component suppliers. Leoni AG has also stated that it is cooperating with the antitrust investigators. Leoni Kabel GMBH is also being investigated by EC authorities.

131. On February 24, 2010, the European Commission conducted searches at several companies that manufacture wiring harnesses for automotive purposes, including S-Y Systems Technologies Europe GmbH ("S-Y"), Regensburg, Germany. The European Commission announced that it has indications that the companies in question have violated EU antitrust law.

132. Continental AG, now a 50% owner of S-Y Europe, acknowledged in its 2011 Annual Report that anticompetitive behavior occurred within an unnamed business unit and that additional violations could have occurred.

133. In February 2010, Japan's Fair Trade Commission ("JFTC") raided the Tokyo offices of Furukawa Electric, Sumitomo Electric and Yazaki Corporation as part of an expansive investigation into collusion in the industry dating back to at least 2003.

134. The DOJ has stated that it is conducting an investigation of potential antitrust activity and coordinating its investigation with antitrust regulators in Europe. "The antitrust division is investigating the possibility of anticompetitive cartel conduct of automotive electronic component suppliers," Justice Department Spokeswoman Gina Talamona said.

135. On February 23, 2010, around the same time as the raids by the Japanese and European competition authorities, investigators from the FBI raided three Detroit-area Japanese auto parts makers as part of a federal antitrust investigation. The FBI executed warrants and searched the offices of these companies, including Yazaki Corporation's subsidiary in Canton Township, Michigan, Yazaki North America and Denso's Michigan subsidiary. Special Agent Sandra Berchtold said the affidavits supporting issuance of the warrants were sealed in federal court.

136. In 2010, the FBI also raided the offices of TRAM and executed search warrants related to unfair competition, price-fixing and bid rigging of Vehicle Wire Harness Systems.

137. On August 9, 2012 the European Commission ("EC") announced the investigation had progressed to the next level when it formally opened proceedings against suspected cartel members. On August 9, 2012 Bloomberg Businessweek quoted Leoni AG as stating that it is continuing to cooperate with the authorities' antitrust probes.

138. To obtain search warrants, the United States was legally required to have probable cause, accepted by a magistrate, to believe that it would obtain evidence of an antitrust violation as a result of executing the search warrant—that is, the United States had to have evidence sufficient to warrant a person of reasonable caution to believe that raiding the offices of a seemingly lawful business would uncover evidence of antitrust violations and that claimed evidence must have been examined and accepted by a magistrate. That belief, which was recounted in sworn affidavits or testimony, must be grounded on reasonably trustworthy information.

E. JFTC Cease and Desist Orders

139. On January 19, 2012, the JFTC issued Cease and Desist orders against Fujikura Ltd., and Yazaki Corporation, and fined Sumitomo Electric, Fujikura Ltd., and Yazaki Corporation, after investigating the companies' bidding practices with regard to wire harnesses and related products.

140. The JFTC press release regarding the orders states “the JFTC gave the enterprises in question an advance notification on the contents of the orders and an opportunity to present their views and to submit evidence. Considering the views and evidence from them, the JFTC issued the orders.”¹

141. Having evaluated all of the evidence before it, including rebuttal evidence from the accused companies, the JFTC determined that the companies had engaged in illegal anticompetitive activities. Finding that Sumitomo Electric, Fujikura Ltd. and Yazaki Corporation all violated Japan's Antimonopoly Act by rigging bids to OEMs Toyota, Honda, Nissan and Fuji (manufacturer of Subaru-brand automobiles) on wire harnesses and related

¹ Available at http://www.jftc.go.jp/en/pressreleases/yearly-2012/jan/individual-000462.files/2012_Jan_19.pdf (Last accessed November 20, 2014).

products, the JFTC stated that that Sumitomo Electric, Fujikura Ltd. and Yazaki Corporation carried out their conspiracy by “appointing the designated successful bidder and managing to have the designated successful bidder win the bidding.”

142. The JFTC stated that the conspiracy began as early as July 2000.

143. The JFTC thus ordered each Defendant to make surcharge payments totaling 12.9 billion yen.

144. The JFTC explained, in its press release, that Furukawa Electric had also participated in the described bid-rigging conspiracy, in violation of the Antimonopoly Act.

F. Guilty Pleas

1. Guilty Pleas of Furukawa Electric, Junichi Funo, Hirotsugu Nagata and Tetsuya Ukai

145. On September 29, 2011, the DOJ announced that Defendant Furukawa Electric had agreed to plead guilty and to pay a \$200 million fine for its role in a criminal price-fixing and bid-rigging conspiracy involving the sale of Vehicle Wire Harness Systems to automobile manufacturers. Three Furukawa executives, who are Japanese nationals, also agreed to plead guilty and to serve prison time in the United States.

146. Furukawa Electric is charged with price fixing, bid rigging and allocating customers, in violation of the Sherman Act.

147. Furukawa Electric has pleaded guilty for its role in a conspiracy to rig bids, allocate customers and fix the prices of Vehicle Wire Harness Systems sold to automobile manufacturers in the United States and elsewhere. The DOJ announced in its information that Furukawa Electric participated in the conspiracy from at least as early as January 2000, until at least January 2010.

148. Furukawa Electric stated in its press release regarding the plea agreement that “[a]fter analyzing the applicable laws and facts as a whole, Furukawa Electric has decided to enter into a plea agreement with the US Department of Justice.”²

149. The plea agreements are an outgrowth of the DOJ’s first charges in its ongoing international cartel investigation of price fixing and bid rigging in the motor vehicle parts industry. According to four separate one-count felony charges filed in the United States District Court for the Eastern District of Michigan in Detroit, Furukawa Electric and its executives—Junichi Funo (“Funo”), Hirotsugu Nagata (“Nagata”) and Tetsuya Ukai (“Ukai”)—engaged in a conspiracy to rig bids for and to fix, stabilize and maintain the prices of Vehicle Wire Harness Systems sold to customers in the United States and elsewhere.

150. Nagata was employed at American Furukawa in Plymouth, Michigan and a related joint venture from January 2004 until June 2009.

151. Funo worked at Furukawa Electric, in Japan and at American Furukawa from April 2003 until at least July 2009.

152. Ukai worked at Furukawa Electric in Japan from April 2003 until at least July 2009.

153. According to the criminal Informations filed, Furukawa Electric and its co-conspirators carried out the conspiracy by:

a) Participating in meetings, conversations, and communications in the United States and Japan to discuss the bids and price quotations to be submitted to automobile manufacturers in the United States and elsewhere;

² Available at http://www.furukawa.co.jp/english/what/2011/kei_110930.pdf (Last accessed November 20, 2014).

- b) Agreeing, during those meetings, conversations, and communications, on bids and price quotations to be submitted to automobile manufacturers in the United States and elsewhere;
- c) Agreeing, during those meetings, conversations, and communications, to allocate the supply of Vehicle Wire Harness Systems sold to automobile manufacturers in the United States and elsewhere on a model-by-model basis;
- d) Agreeing, during those meetings, conversations, and communications, to coordinate price adjustments requested by automobile manufacturers in the United States and elsewhere;
- e) Submitting bids, price quotations, and price adjustments to automobile manufacturers in the United States and elsewhere in accordance with the agreements reached;
- f) Selling Vehicle Wire Harness Systems to automobile manufacturers in the United States and elsewhere at collusive and noncompetitive prices;
- g) Accepting payment for Vehicle Wire Harness Systems sold to automobile manufacturers in the United States and elsewhere at collusive and noncompetitive prices;
- h) Engaging in meetings, conversations, and communications in the United States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme; and
- i) Employing measures to keep their conduct secret, including but not limited to using code names and meeting at private residences or remote locations.

154. “As a result of this international price-fixing and bid-rigging conspiracy, automobile manufacturers paid noncompetitive and higher prices for parts in cars sold to U.S. consumers,” said Sharis A. Pozen, Acting Assistant Attorney General in charge of the Department of Justice’s Antitrust Division. “This cartel harmed an important industry in our

nation's economy, and the Antitrust Division with the Federal Bureau of Investigation will continue to work together to ensure that these kinds of conspiracies are stopped."

155. "When companies partner to control and price fix bids or contracts, it undermines the foundation of the United States' economic system," said FBI's Special Agent in Charge Andrew G. Arena. "The FBI is committed to aggressively pursuing any company involved in antitrust crimes."

156. At its November 14, 2011, Plea and Sentencing hearing, Defendant Furukawa Electric pleaded guilty, and was ordered to pay its \$200 million fine within 45 days. At the hearing, Defendant Furukawa Electric described its participation in the conspiracy as follows:

From the time period listed in the Information, that is, approximately from January, 2000 to January, 2010, officers and employees of my company had discussions with employees of competitors that also manufactured and sold automotive wire harness products. . . . These discussions took place in face-to-face meetings or by telephone. The discussions took place in the United States and elsewhere.

During . . . such meetings and conversations, a conspiracy was formed and agreements were reached to allocate the supply of automotive wire harnesses and related products sold to automobile manufacturers on a model-by-model basis and to rig bids quoted to automobile manufacturers for automotive wire harnesses and related products.

Therefore, as a result of these meetings, my company produced and sold automotive wire harnesses and related products that were the subject of the illegal price fixing agreements that my company had made with competitors. Those products and the payments for those products traveled in interstate and foreign commerce and substantially affected interstate and foreign trade and commerce.

For the purposes of this plea agreement, during the time period of January, 2000 to January, 2010, our sales of automotive wire harnesses and related products affecting U.S. auto manufacturers totaled approximately \$839 million.

Finally, we note to the Court that some of the products affected by the conspiracy were sold to automobile manufacturers by one of our subsidiaries [American Furukawa], which is located here in the Eastern District of Michigan.

– Plea & Sentencing, *United States v. Furukawa Electric Co.*, No. 11-cr-20612 (E.D. Mich.), at 14-16.

157. Furukawa Electric executives Funo, Nagata, and Ukai also admitted their participation in the unlawful cartel in open court:

(a) At his October 24, 2011, Guilty Plea Hearing, Mr. Nagata admitted that he participated in “an agreement to submit non-competitive bids in an amount greater than \$100 million.” The purpose of the agreement was to “suppress and eliminate competition in the automotive parts industry.” In Mr. Nagata’s own words, he furthered the unlawful conspiracy with Defendants by having “a meeting [with] co-conspirators and some agreement [on] price for automobile manufacturing parts” primarily Vehicle Wire Harness Systems. He personally participated in “several” unlawful meetings to further the conspiracy, at which Defendants made agreements on pricing for Vehicle Wire Harness Systems, including rigging bids. Some of the meetings occurred within the Eastern District of Michigan, and Mr. Nagata conceded that the unlawful agreements would impact businesses with their principal place of business within the Eastern District of Michigan. Mr. Nagata noted that the price-fixed Vehicle Wire Harness Systems were being sold in a number of different states in the United States, and undermined and prevented competition within the United States. The plea contemplates a prison sentence of 15 months for Mr. Nagata, a \$20,000 fine, and a promise of cooperation from Nagata in the ongoing investigation.

(b) At his October 24, 2011, Guilty Plea Hearing, Furukawa Electric executive Junichi Funo admitted that he participated in a conspiracy to restrain trade. Mr. Funo admitted entering into agreements with competitors i.e., Defendants herein, in order to set prices and maintain them, including rigging bids that were solicited from customers. The agreements also

sought to control, and did control, price adjustments. In Mr. Funo's own words, he "did price fixing for automotive parts." That price fixing "generally involved . . . wiring harnesses and related products." The price fixing affected the sales of goods throughout the United States. Mr. Funo was personally present at meetings during which such unlawful agreements were reached, including meetings that occurred in the Eastern District of Michigan. The plea contemplates a prison sentence of 1 year for Mr. Funo, a \$20,000 fine and a promise of cooperation from Funo in the ongoing investigation.

(c) At his November 10, 2011, Guilty Plea and Sentencing Hearing, Furukawa Electric executive Tetsuya Ukai stated that he "fix[ed] price[s] over parts – auto parts with other suppliers." He acknowledged that he met with competitors "in order to fix prices and rig bids with respect to wire harnesses and related products," and conceded that the price-fixing meetings occurred both within the United States and elsewhere. He also acknowledged that the price-fixing would affect commerce in the United States and elsewhere, including in the Eastern District of Michigan through a Furukawa subsidiary – presumably American Furukawa. In addition, Mr. Ukai agreed that the commerce affected exceeded \$100 million. As part of his plea, Mr. Ukai agreed to serve 18 months in prison and pay a \$20,000 fine for his role in the conspiracy.

158. The plea agreement stipulated that the DOJ would not bring charges against any of Furukawa Electric's directors, aside from Funo, Nagata and Ukai, the separately charged executives, and Shuji Hayashida, the Chief Executive Officer of American Furukawa from 2001 to 2010.

2. Guilty Pleas of Yazaki Corporation, Tsuneaki Hanamura, Ryoji Kawai, Shigeru Ogawa and Hisamitsu Takada

159. On January 30, 2012, Yazaki Corporation and four of its executives, Tsuneaki Hanamura (“Hanamura”), Ryoji Kawai (“Kawai”), Shigeru Ogawa (“Ogawa”) and Hisamitsu Takada (“Takada”), agreed to plead guilty to conspiring to rig bids, fix prices and allocate customers for Vehicle Wire Harness Systems from January 2000 until at least February 2010.

160. Like Furukawa Electric, Yazaki Corporation agreed to confess to:

- a. Participating in meetings, conversations, and communications in the United States and Japan to discuss the bids and price quotations to be submitted to automobile manufacturers in the United States and elsewhere;
- b. Agreeing, during those meetings, conversations, and communications, on bids and price quotations to be submitted to automobile manufacturers in the United States and elsewhere;
- c. Agreeing, during those meetings, conversations, and communications, to allocate the supply of Vehicle Wire Harness Systems sold to automobile manufacturers in the United States and elsewhere on a model-by-model basis;
- d. Agreeing, during those meetings, conversations, and communications, to coordinate price adjustments requested by automobile manufacturers in the United States and elsewhere;
- e. Submitting bids, price quotations, and price adjustments to automobile manufacturers in the United States and elsewhere in accordance with the agreements reached;
- f. Selling Vehicle Wire Harness Systems to automobile manufacturers in the United States and elsewhere at collusive and noncompetitive prices;

- g. Accepting payment for Vehicle Wire Harness Systems sold to automobile manufacturers in the United States and elsewhere at collusive and noncompetitive prices;
- h. Engaging in meetings, conversations, and communications in the United States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme; and
- i. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at private residences or remote locations.

161. Yazaki Corporation agreed to pay a fine of \$470 million for its conspiracy with regard to Vehicle Wire Harness Systems and several other automotive components, “the second largest criminal fine obtained for a Sherman Act antitrust violation,” according to the DOJ press release describing Yazaki Corporation’s agreement to plead guilty to the allegations of anticompetitive conduct.

162. Yazaki Corporation has pleaded guilty to three counts of violations of Sherman Act, § 1.

163. Yazaki Corporation stated, with regard to its plea agreement that, “Yazaki Corporation concluded a plea agreement with the United States Department of Justice to the effect that the company acknowledges the allegations, pleads guilty and pays a fine of US\$ 470 million in the criminal proceedings relating to cartel activities with certain competitors for automotive wire harnesses and related products.”³ It also asserted that, “Yazaki Corporation has been faithfully cooperating with the DOJ investigation since its inception on February 23, 2010.”

Id.

³ Available at <http://www.yazaki-group.com/global/topics/005.html> (Last accessed November 20, 2014)

164. In addition to Yazaki Corporation, four executives from Yazaki (all Japanese nationals)—Hanamura, Kawai, Ogawa, and Takada—agreed to plead guilty to their participation in a conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Vehicle Wire Harness Systems sold to certain automobile manufacturers in the United States and elsewhere in violation of the Sherman Act, 15 U.S.C. § 1. These four executives of Yazaki served prison time ranging from 15 months to two years. The two-year sentences would be the longest term of imprisonment ever imposed on a foreign national voluntarily submitting to U.S. jurisdiction for a Sherman Act antitrust violation.

165. Hanamura worked at Yazaki Corporation from January 2000 until at least February 2010, during part of which time he worked in the United States, for Yazaki Corporation's American subsidiary, Yazaki North America.

166. Kawai worked for Yazaki Corporation from January 2000 until February 2010, during part of which time he worked in the United States, for Yazaki Corporation's American subsidiary, Yazaki North America.

167. Ogawa worked for Yazaki Corporation from January 2002 until at least February 2010, during part of which time he worked in the United States, for Yazaki Corporation's American subsidiary, Yazaki North America. Takada worked for Yazaki Corporation from September 2003 until at least February 2010, during part of which time he worked in the United States, for Yazaki Corporation's American subsidiary, Yazaki North America.

3. Plea Agreement of Denso Corporation

168. Denso Corporation has pleaded guilty and agreed to pay a total of \$78 million in criminal fines concerning a two-count criminal information charging Denso Corporation with: (1) participating in a combination and conspiracy with its co-conspirators to suppress and

eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of body electronic control units sold to an automobile manufacturer in the United States and elsewhere from at least as early as January 2000 and continuing until at least February 2010 in violation of the Sherman Act, 15 U.S.C. § 1; (2) participating in a combination and conspiracy with its co-conspirators to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Vehicle Wire Harness Systems sold to an automobile manufacturer in the United States and elsewhere from at least as early as January 2000 and continuing until at least February 2010 in violation of the Sherman Act, 15 U.S.C. § 1.

4. Plea Agreement of Fujikura, Inc.

169. On April 23, 2012, Fujikura, Inc. agreed to plead guilty to participating in the conspiracy to fix prices, rig bids and allocate supply with regard to Vehicle Wire Harness Systems,⁴ between January 2006 and February 2010.

170. Like Furukawa Electric and Yazaki Corporation, Fujikura Inc. admitted to agreeing with its co-conspirators on “on bids and price quotations to be submitted to an automobile manufacturer in the United States and elsewhere,” “to allocate the supply of automotive wire harnesses and related products sold to an automobile manufacturer in the United States and elsewhere on a model-by-model basis” and to “coordinate price adjustments requested by automobile manufacturers in the United States and elsewhere.”

171. Fujikura, Inc. agreed to pay a fine of \$20 million for its anticompetitive conduct.

172. The plea agreement entered into between Fujikura Ltd. and the DOJ identifies Fujikura Automotive America LLC as the entity through which Fujikura Ltd. effectuated the

⁴ In the Fujikura Inc. Information “related products” are defined as cable bond, automotive wiring connectors, automotive wiring terminations and fuse boxes.

illegal conspiracy. Specifically, the plea agreement states that the “products that were the subject of the conspiracy were sold to an automobile manufacturer by *[Fujikura Ltd.’s] United States subsidiary, which is located in the Eastern District of Michigan.*” (emphasis added).

173. As reflected on Fujikura’s website, Fujikura Automotive America LLC is a subsidiary of Fujikura Ltd. located in the Eastern District of Michigan.

<http://www.fujikura.co.jp/eng/corporate/network-o1.html>.

174. The plea agreement entered into by Fujikura Ltd. also provides that Fujikura Ltd.’s subsidiaries provide cooperation, including the production of documents.

175. The plea agreement further provides that upon acceptance of the agreement, the United States will not bring further criminal charges against, among other entities, Fujikura Ltd.’s subsidiaries arising out of the conspiracy.

176. Finally, pursuant to the plea agreement, Fujikura Ltd. agreed that if the United States determines that it or its subsidiaries fail to provide truthful and continuing cooperation, the United could elect to subject Fujikura Ltd. or its subsidiaries to criminal prosecution and that the United States would have the right, among other things, to prosecute both Fujikura Ltd. and its subsidiaries for the conspiracy set forth in the plea agreement.

5. Plea Agreement of G.S. Electech, Inc.

177. On April 3, 2012, G.S. Electech Inc. agreed to plead guilty to “participat[ing] in a combination and conspiracy to suppress and eliminate competition in the automotive industry by agreeing to rig bids for, and to fix stabilize, and maintain the prices of, speed sensor wire assemblies sold to an automobile manufacturer in the United States and elsewhere.”

178. Speed sensor wire assemblies are installed on vehicles with antilock brake systems (“ABS”). Their function is to connect a sensor on each tire of the vehicle to the ABS and carry electrical signals from those sensors to the ABS to alert it as to when to engage. Speed

sensor wire assemblies comprise the ABS/Speed sensor wire harness, a portion of the Vehicle Wire Harness System.

179. G.S. Electech Inc. admitted to agreeing during meetings, conversations and communications to rig bids, fix prices and price quotations, and allocate the supply of speed sensor wire assemblies on a model-by-model basis between January 2003 and February 2010, to an automobile manufacturer in the United States and elsewhere.

180. G.S. Electech Inc. agreed to \$2.75 million for its violations.

181. On July 31, 2014, Shingo Okuda, the former Engineering and Sales Division Manager for G.S. Eletech, Inc, pleaded guilty to a one count charge of bid rigging and price fixing. He agreed to cooperate with the DOJ's ongoing investigation and to pay a \$20,000 criminal fine. Okuda was the first individual in the investigation to plead guilty following an indictment.

6. Plea Agreement of Mitsubishi Electric

182. On September 26, 2013, the DOJ announced that Defendant Mitsubishi Electric Corporation had agreed to plead guilty and to pay a \$190 million criminal fine for its role in a conspiracy to rig bids for, and to fix, stabilize, and maintain prices of automotive parts installed in automobiles manufactured and sold in the United States and elsewhere.

183. In its plea agreement, Mitsubishi Electric Corporation admitted to participating “in a conspiracy among major automotive parts manufacturers, the primary purpose of which was to rig bids for, and to fix, stabilize and maintain the prices of, certain automotive parts sold to Ford Motor Company, General Motors LLC, Chrysler Group LLC, Fuji Heavy Industries Ltd., Nissan Motor Company Ltd., Honda Motor Company Ltd., Toyota Motor Corporation and certain of their subsidiaries in the United States and elsewhere” from at least as early as January 2000 until at least February 2010.

184. Mitsubishi Electric Corporation's guilty plea defines automotive parts to include, among other products, electronic control units (ECUs).

185. Mitsubishi Electric Corporation's guilty plea further requires Mitsubishi Electric Corporation and its subsidiaries to provide the DOJ with cooperation in its investigation of automotive parts, including ECUs. In return for Mitsubishi Electric Corporation and its subsidiaries' cooperation, the guilty plea provides that the DOJ will refrain from criminally prosecuting Mitsubishi Electric Corporation and its subsidiaries for their participation in the conspiracy to rig bids for, and to fix, stabilize and maintain the prices of automotive parts, including ECUs.

186. Mitsubishi Electric Corporation admitted in its guilty plea that upon learning of the criminal investigation into the vehicle parts industry in February 2010, Mitsubishi employees "took steps to destroy evidence of their criminal activity for fear of its discovery by law enforcement."

G. Likely Existence of a Cooperating Defendant

187. The Antitrust Criminal Penalty Enhancement and Reform Act ("ACPERA") provides leniency benefits for a participant in a price-fixing conspiracy that voluntarily discloses its conduct to the Department of Justice. In most recent cases in which guilty pleas for price-fixing conduct have been obtained, there has been a cooperating party that has been accepted into the DOJ's ACPERA program as an "amnesty applicant." One of the leniency benefits for a conspirator that is accepted into the ACPERA program is that it is not charged with a criminal offense and is not required to plead guilty to criminal charges.

188. In addition to those Defendants who have pleaded guilty as alleged above, Plaintiffs are aware that one or more entities have applied for amnesty pursuant to ACPERA and that the same entities are currently cooperating with the DOJ. *See, e.g.*

<http://www.insidecounsel.com/2014/07/30/why-the-recent-upswing-in-us-cartel-enforcement>

(“The auto parts investigation apparently began with an amnesty application for wire harnesses. Some of the companies under investigation quickly discovered that they had also participated in cartels in other automotive parts, and sought amnesty.”) (Last accessed November 20, 2014)

H. Guilty Pleas in Related Markets in the Industry

189. A significant number of companies have pled guilty to fixing the prices of various automotive parts (including automotive wire harnesses; instrument panel clusters; fuel senders; heater control panels; occupant safety restraint systems; bearings; windshield wipers; starters; radiators; alternators; steering angle sensors; anti-vibration rubber parts; air conditioning systems; automatic transmission fluid warmers; fan motors; and automotive lamps). Along with those already mentioned in this Complaint, such companies include: TRW Deutschland Holding GmbH; Autoliv, Inc.; Nippon Seiki Co., Ltd.; JTEKT Corporation; Mitsuba Corporation; Mitsubishi Heavy Industries, Ltd.; NSK Ltd.; Panasonic Corporation; T. RAD Co., Ltd.; Tokai Rika Co.; Valeo Japan Co., Ltd.; and Yamashita Rubber Co., Ltd. The majority of the violators pled guilty to engaging in bid-rigging, price-fixing, and market allocation during the same time period as the Defendants with multiple motor vehicle OEMs as their targets.

190. On March 26, 2012, the DOJ announced that Norihiro Imai, an executive of Defendant DENSO Corporation, agreed to serve one year and one day in a U.S. prison, pay a \$20,000 criminal fine, and plead guilty to a one-count criminal Information charging him with engaging in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of heater control panels sold to customers in the United States and elsewhere.

191. On June 6, 2012, the DOJ announced that Autoliv Inc. had agreed to plead guilty and to pay a \$14.5 million criminal fine for its role in a conspiracy to fix prices of seatbelts, airbags and steering wheels installed in United States vehicles to motor vehicle manufacturers.

192. On July 30, 2012, the DOJ announced that TRW Deutschland Holding GmbH had agreed to plead guilty and to pay a \$5.1 million criminal fine for its involvement in a conspiracy to fix prices of seatbelts, airbags and steering wheels installed in vehicles sold in the United States.

193. On August 28, 2012, the DOJ announced that Nippon Seiki Co. Ltd. had agreed to plead guilty and to pay a \$1 million criminal fine for its role in a conspiracy to fix prices of instrument panel clusters installed in vehicles sold in the United States and elsewhere.

194. On October 30, 2012, the DOJ announced that Tokai Rika Co. Ltd. had agreed to plead guilty and to pay a \$17.7 million criminal fine for its role in a conspiracy to fix prices of heater control panels sold to Toyota and installed in vehicles sold in the United States and elsewhere. Tokai Rika also agreed to plead guilty to a charge of obstruction of justice related to the investigation of the antitrust violation. In its plea agreement, Tokai Rika admitted that after it learned of the FBI's investigation of its U.S. subsidiary, an executive directed Tokai Rika employees to delete electronic data and destroy incriminating paper documents.

195. On February 15, 2013, Scott Hammond, the Deputy Assistant Attorney General in the Antitrust Division, discussed the DOJ's ongoing automotive parts investigation in a Thomson Reuters article. He said "[t]he investigation is broader than what we've announced so far [The investigation] is still very much ongoing, but it already appears to be the biggest criminal antitrust investigation that we've ever encountered. ***I say the biggest with respect to the impact on U.S. businesses and consumers, and the number of companies and executives that are subject to the investigation.***" (emphasis added).

196. On July 16, 2013, the DOJ announced that Diamond Electric Mfg. Co. Ltd. had agreed to plead guilty and to pay a \$19 million criminal fine for its role in a conspiracy to fix

prices of ignition coils sold to Ford Motor Co., Toyota Motor Corp., Fuji Heavy Industries Ltd. and certain of their subsidiaries and installed in vehicles sold in the United States and elsewhere.

197. In the press release announcing the fine against Diamond Electric Mfg. Co. Ltd., Robert D. Foley III, Agent in Charge, FBI Detroit Division said “[t]hose who engage in price fixing, bid rigging and other fraudulent schemes harm the automotive industry by driving up costs for vehicle makers and buyers.”

198. On July 18, 2013, Panasonic Corporation agreed to plead guilty and to pay a \$45.8 million criminal fine for its role in a conspiracy to fix prices of switches, steering angle sensors and automotive high intensity discharge (HID) ballasts sold to Toyota Motor Corp., Toyota Motor Engineering & Manufacturing North America Inc., Honda Motor Co. Ltd., American Honda Motor Co., Inc., Mazda Motor Corp., Mazda Motor of America Inc., Nissan Motor Co. Ltd., and Nissan North America Inc. and installed in vehicles sold in the United States and elsewhere.

199. On September 26, 2013, nine additional Japanese motor vehicle suppliers agreed to plead guilty to conspiracy charges and pay more than \$740 million in criminal fines for their roles in rigging the prices of more than 30 different products sold to Chrysler, Ford, and General Motors, as well as to the U.S. subsidiaries of Honda, Mazda, Mitsubishi, Nissan, Toyota, and Fuji Heavy Industries:

- a. Hitachi Automotive Systems Ltd. agreed to plead guilty and to pay a \$195 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of motor vehicle parts including starter motors, alternators, air flow meters, valve timing control devices, fuel injection systems,

electronic throttle bodies, ignition coils, inverters and motor generators sold to motor vehicle manufacturers in the United States and elsewhere;

- b. Defendant Mitsuba Corporation agreed to plead guilty and to pay a \$135 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of motor vehicle parts including fan motors, windshield washer systems and components, windshield wiper systems and components, starter motors, and power window motors sold to motor vehicle manufacturers in the United States and elsewhere. Defendant Mitsuba Corporation also agreed to plead guilty to one count of obstruction of justice, because of the company's efforts to destroy evidence ordered by a high-level U.S.-based executive after learning of the U.S. investigation of collusion in the parts industry;
- c. Mitsubishi Electric Corporation agreed to plead guilty and to pay a \$190 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of numerous motor vehicle parts sold to motor vehicle manufacturers in the United States and elsewhere;
- d. Mitsubishi Heavy Industries Ltd. agreed to plead guilty and to pay a \$14.5 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of compressors and condensers sold to motor vehicle manufacturers in the United States and elsewhere;
- e. T.RAD Co. Ltd. agreed to plead guilty and to pay a \$13.75 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and

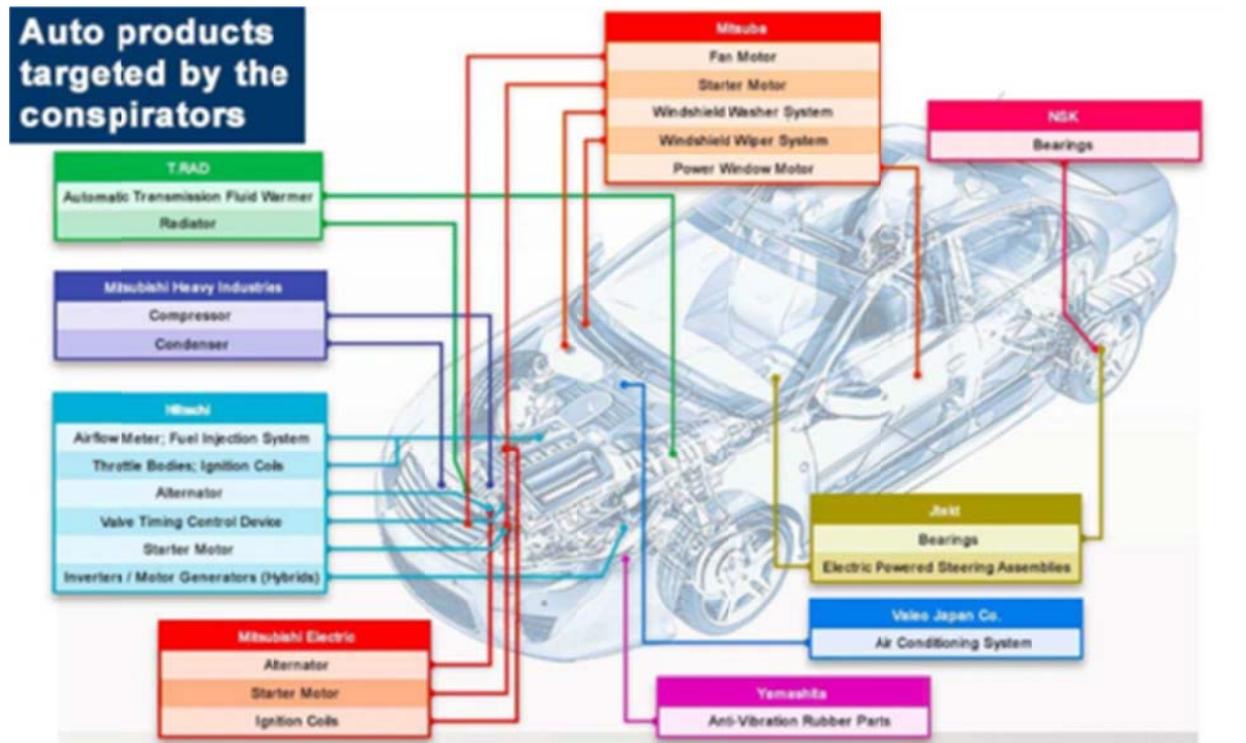
maintain the prices of radiators and automatic transmission fluid warmers (ATF warmers) sold to motor vehicle manufacturers in the United States and elsewhere;

- f. Valeo Japan Co. Ltd. agreed to plead guilty and to pay a \$13.6 million criminal fine for its participation in a conspiracy to allocate the supply of, rig bids for, and to fix, stabilize and maintain the prices of air conditioning systems sold to motor vehicle manufacturers in the United States and elsewhere;
- g. JTEKT Corporation agreed to plead guilty and to pay a \$103.27 million criminal fine for its participation in a conspiracy to allocate markets, to rig bids for, and to fix, stabilize and maintain the prices of bearings and electric powered steering assemblies sold to motor vehicle manufacturers in the United States and elsewhere;
- h. NSK Ltd. agreed to plead guilty and to pay a \$68.2 million criminal fine for its participation in a conspiracy to allocate markets, to rig bids for, and to fix, stabilize and maintain the prices of bearings sold to a motor vehicle manufacturer in the United States and elsewhere; and
- i. Yamashita Rubber Co. Ltd. agreed to plead guilty and to pay a \$11 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, raise and maintain the prices of anti-vibration rubber products sold in the United States and elsewhere to motor vehicle manufacturers.

200. On the same day, September 26, 2013, United States Attorney General Eric Holder in the Antitrust Division presented the DOJ's most recent findings in the ongoing motor vehicle parts investigation. He stated "[t]hese international price-fixing conspiracies affected more than \$5 billion in automobile parts sold to U.S. car manufacturers." Holder also described

how the conspiracies worked: “[c]ompany executives met face to face in the United States and Japan – and talked on the phone – to reach collusive agreements to rig bids, fix prices and allocate the supply of auto parts sold to U.S. car companies. In order to keep their illegal conduct secret, they used code names and met in remote locations. Then they followed up with each other regularly to make sure the collusive agreements were being adhered to.” Attorney General Holder explained that the vehicle parts conspiracies “targeted U.S. manufacturing, U.S. businesses and U.S. consumers. As a result of these conspiracies, Americans paid more for their cars.”

201. The diagram below, which was prepared by the DOJ, illustrates the September 26, 2013 guilty pleas and the corresponding automotive parts to which the various motor vehicle manufacturers have admitted price-fixing.



202. On October 9, 2013, Takata Corporation announced that it had agreed to pay \$71.3 million to settle antitrust charges brought by the United States federal prosecutors for its role in a conspiracy to price-fix seatbelts.

203. On November 26, 2013, the DOJ announced that Toyo Tire & Rubber Co. Ltd. had agreed to plead guilty and to pay a \$120 million criminal fine for its role in two separate conspiracies to fix the prices of components involving anti-vibration rubber and driveshaft parts installed in motor vehicles sold in the United States and elsewhere.

204. On November 27, 2013, the DOJ announced that Stanley Electric Co. Ltd. had agreed to plead guilty and to pay a \$1.44 million criminal fine for its participation in a conspiracy to fix prices of high-intensity discharge (HID) lamp ballasts sold to Toyota Motor Corp., Nissan Motor Corp., and Fuji Heavy Industries Ltd. and certain of their subsidiaries, affiliates, and suppliers and installed in motor vehicles sold in the United States and elsewhere.

205. On January 16, 2014, the DOJ announced that Koito Manufacturing Co. Ltd. had agreed to plead guilty and to pay a \$56.6 million criminal fine for its roles in separate price-fixing conspiracies involving motor vehicle lighting fixtures and high-intensity discharge (HID) lamp ballasts installed in motor vehicles sold in the United States and elsewhere.

206. On February 3, 2014, the DOJ announced that Aisan Industry Co. Ltd. had agreed to plead guilty and to pay a \$6.86 million criminal fine for its role in a price-fixing conspiracy involving electronic throttle bodies sold to Nissan Motor Co. Ltd. and certain of its subsidiaries in the United States and elsewhere.

207. On February 13, 2014, the DOJ announced that Bridgestone Corp. had agreed to plead guilty and to pay a \$425 million criminal fine for its role in a conspiracy to fix prices of anti-vibration rubber parts sold to Toyota Motor Corp., Nissan Motor Corp., Fuji Heavy

Industries Ltd., Suzuki Motor Corp., Isuzu Motors Ltd., and certain of their subsidiaries, affiliates, and suppliers and installed in motor vehicles sold in the United States and elsewhere.

208. On April 23, 2014, the DOJ announced that Showa Corp. agreed to plead guilty and to pay a \$19.9 million criminal fine for its role in a conspiracy to fix prices and rig bids for pinion-assist type electric powered steering assemblies sold to Honda Motor Co. Ltd. and certain of its subsidiaries and installed in motor vehicles sold in the United States and elsewhere.

209. On August 19, 2014, the DOJ announced that NGK Spark Plug Co. Ltd. agreed to plead guilty and to pay a \$52.1 million criminal fine for its role in a conspiracy to fix prices and rig bids for spark plugs, standard oxygen sensors, and air fuel ratio sensors sold to manufacturers such as DaimlerChrysler AG, Honda Motor Co. Ltd., and Toyota Motor Corp. and installed in motor vehicles sold in the United States and elsewhere.

210. On September 29, 2014, the DOJ announced that Toyoda Gosei Co., Ltd., a vehicle parts manufacturer based in Japan, agreed to plead guilty and pay a \$26 million criminal fine for its role in conspiracies to fix prices and rig bids for hoses, airbags, and steering wheels sold to motor vehicle manufacturers such as Toyota Motor Corp., Fuji Heavy Industries Ltd., and certain of their subsidiaries, affiliates, and suppliers in the United States and elsewhere.

211. On November 13, 2014, the DOJ announced that Aisin Seiki Co. Ltd. agreed to plead guilty and to pay a \$35.8 million criminal fine for its role in a conspiracy to allocate customers of variable valve timing devices sold to various manufacturers including General Motors Company, Nissan Motor Company Ltd., Volvo Car Corporation, and BMW AG, in the United States and elsewhere.

212. On November 14, 2014, the DOJ announced that a federal grand jury returned a one-count indictment against two executives of NSK Ltd. and JTEKT Corporation for conspiring

to fix the prices of bearings sold to Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America Inc. in the United States and elsewhere, through at least July 2011.

213. On November 24, 2014, Continental Automotive Electronics LLC and Continental Automotive Korea Ltd. agreed to plead guilty and pay a single criminal fine of \$4 million for their roles in a conspiracy to rig bids of instrument panel clusters sold to Hyundai Motor Co., Kia Motors Corp. and Kia Motors Manufacturing Georgia in the United States and elsewhere.

214. On December 1, 2014, the DOJ announced that a former executive of Mitsuba Corporation agreed to plead guilty and serve 13 months in a U.S. prison for conspiring to fix the prices of windshield wiper systems and starter motors sold to Honda Motor Co. Ltd. and its subsidiaries and affiliates in the United States and elsewhere.

215. On December 1, 2014, the DOJ announced that an executive of T.RAD Co. Ltd. agreed to plead guilty and to serve one year and one day in a U.S. prison for participating in a conspiracy to fix prices of radiators sold to Honda Motor Co. Ltd. and certain of its subsidiaries in the United States and elsewhere.

216. On January 6, 2015, the DOJ announced that a former executive of Toyoda Gosei Co. Ltd. agreed to plead guilty and to serve one year and one day in a U.S. prison for his role in a conspiracy to fix prices and rig bids of automotive hoses sold to Toyota Motor Corp. and certain of its subsidiaries, affiliates and suppliers in the United States.

217. On January 22, 2015, the DOJ announced that a Detroit federal grand jury returned a one count indictment against an executive at Takata Corp. for conspiring to rig bids for, and to fix, stabilize and maintain the prices of, seatbelts sold to Toyota Motor Corp., Honda

Motor Company Ltd., Nissan Motor Co., Ltd., Mazda Motor Corp., Fuji Heavy Industries Ltd., and/or certain of their subsidiaries, for installation in vehicles manufactured and sold in the United States and elsewhere, through at least February 2011.

218. On January 27, 2015, the DOJ announced that Sanden Corp. agreed to plead guilty and to pay a \$3.2 million criminal fine for its role in a conspiracy to suppress and eliminate competition for the purchase of compressors used in air conditioning systems sold to Nissan North America Inc. for installation in vehicles manufactured and sold in the United States and elsewhere.

219. On February 5, 2015, the DOJ announced that a Detroit federal grand jury returned a two-count indictment against two former executives of Mitsuba Corporation for their role in conspiring to fix the prices of various vehicle parts, including windshield wiper systems and components, sold to Honda Motor Company Ltd., Nissan Motor Co., Ltd., Toyota Motor Co., Ltd., Chrysler Group, LLC, and Fuji Heavy Industries Ltd., and certain of their subsidiaries in the United States and elsewhere. The executives are also charged with knowingly and corruptly persuading, and attempting to persuade, employees of Mitsuba to destroy documents and delete electronic data that may contain evidence of antitrust crimes in the United States and elsewhere.

220. On March 31, 2015, the DOJ announced that Robert Bosch GmbH agreed to plead guilty and to pay a \$57.8 million criminal fine for its role in a conspiracy to fix prices and rig bids for spark plugs, oxygen sensors, and starter motors to vehicle and internal combustion engine manufacturers such as DaimlerChrysler AG, Ford Motor Company, General Motors Company, and Adreas Stihl AG & Co., among others, in the United States and elsewhere, until at least July 2011. Bosch was also charged with participating in a conspiracy to allocate the supply

of, rig bids for, and to fix, stabilize and maintain the prices of, starter motors sold to Volkswagen AG and certain subsidiaries in the United States through at least June 2010.

221. On April 23, 2015, an executive of Hitachi Automotive Systems Ltd. pleaded guilty and was sentenced to serve 15 months in a U.S. prison for his role in conspiring to allocate the supply of, rig bids for, and fix, stabilize, and maintain the price of various parts including starter motors, alternators, air flow meters, valve timing control devices, fuel injection systems, electronic throttle bodies, ignition coils and inverters and/or motor generators, to manufacturers including Ford Motor Co., General Motors LLC, Nissan Motor Co. Ltd., Toyota Motor Corp., and Honda Motor Co. Ltd., and certain of their subsidiaries.

222. On April 28, 2015, the DOJ announced that Yamada Manufacturing Co. Ltd. agreed to plead guilty and to pay a \$2.5 million criminal fine for its role in a conspiracy to fix prices and rig bids for manual steering columns sold to certain subsidiaries of Honda Motor Co. in the United States and elsewhere, continuing until as late as September 2012.

223. On May 14, 2015 the DOJ announced that a Detroit federal grand jury returned a one count indictment against the former executive managing director of T.RAD Co. Ltd. for his role in conspiring to fix the prices of radiators sold to Honda Motor Co. Ltd., Toyota Motor Corp., and certain of their subsidiaries in the United States and elsewhere.

224. To date, 35 companies pleaded or agreed to plead guilty and 53 individuals have been charged in the Antitrust Division's ongoing investigation into price fixing and bid rigging in the motor vehicle parts industry. All together, the 35 guilty-pleading companies have paid or agreed to pay approximately \$2.5 billion in criminal fines.

I. Investigations involving the sale of parts for Trucks and Equipment

225. The first public announcements of government investigations and penalties that indicated that the conspiracies included parts sold for Equipment was on March 29, 2013, when

the JFTC issued cease and desist orders and surcharge payment orders based on violations of the Japan Antimonopoly Act against NTN Corp., NSK Ltd. and Nachi-Fujikoshi Corp., for conspiring to fix prices on “*industrial machinery bearings* and automotive bearings.”

226. The first public announcements of government investigations and penalties that indicated that the conspiracies included parts sold for Trucks was on March 19, 2014, when the EC announced that the “producers of car *and truck* bearings” had operated a cartel in the market for bearings sold to “car, *truck* and car part manufacturers.” The EC fined SKF, Schaeffler, NSK Ltd., Nachi-Fujikoshi, and NTN EUR 953 million. JTEKT, which also was found to have conspired to fix prices, benefitted from immunity for having revealed the existence of a cartel to the EC.

227. On March 31, 2015, the Department of Justice announced that Robert Bosch GmbH had agreed to plead guilty and to pay a \$57.8 million criminal fine for its role in a conspiracy to fix the prices for parts, including spark plugs, oxygen sensors and starter motors “sold to automobile *and internal combustion engine manufacturers* in the United States and elsewhere,” including parts sold to equipment manufacturer Andreas Stihl AG & Co., from at least as early as January 2000 until at least July 2011.

J. Damage to Plaintiffs and Other Truck and Equipment Dealers Caused by Defendants’ Illegal Activities

228. Vehicle Wire Harness Systems and many of the motor parts involved in the government investigations and proceedings are also used in connection with Trucks and Equipment.

229. Defendants’ conspiracy impacted the market for Trucks and Equipment.

230. Many of the OEMs identified as having purchased products from members of the cartel, including Toyota, Ford, Chrysler, Mitsubishi Motors, Fuji Heavy Industries, Honda,

Subaru, Isuzu and Nissan, manufacture and sell Trucks and/or Equipment directly or through subsidiaries or affiliated companies.

231. Upon information and belief, many of the Defendants' employees who were involved in negotiating the prices of Vehicle Wire Harness Systems and other parts sold to automobile OEMs were the very same individuals involved in negotiations over the pricing on sales of the same parts for Trucks and Equipment.

232. The impact of Defendants' conspiracy on Plaintiffs' businesses was substantial. Truck and Equipment dealers were substantially injured by higher but for prices regardless of the pass on of some portion of such prices to end users.

233. Plaintiffs and similarly situated Truck and Equipment dealers had to and did absorb a significant portion of the overcharges that they paid due to Defendants' illegal activities. Plaintiffs and similarly situated Truck and Equipment dealers did not "pass on" all of the overcharges or higher but for prices caused by Defendants' illegal activities.

234. Plaintiffs have standing, and have suffered damage, in the states where they reside, compensable by indirect purchaser laws, and they and members of the classes they seek to represent have sustained significant damage and injury as a result of Defendants' conspiracy and unlawful and unfair trade practices.

Class Action Allegations

235. Plaintiffs bring this action on behalf of themselves and as a class action under Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure, seeking equitable and injunctive relief on behalf of the following class (the "Nationwide Class"):

All dealers of heavy-duty (Class 8) trucks, medium-duty (Class 4, 5, 6 & 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, and/or similar motor vehicles sold by automobile dealers), construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles that during the Class Period, (a) purchased

Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any coconspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

236. Plaintiffs also bring this action on behalf of themselves and as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure seeking damages pursuant to the antitrust, unfair competition, unjust enrichment and consumer protection laws of the states whose laws are set forth in the Second Claim below, (except California as to unjust enrichment claims), as well as the unjust enrichment laws of Missouri, Massachusetts, Illinois and South Carolina. The states whose laws are set forth in the Second Claim below, as well as Missouri, Massachusetts, and Illinois, are collectively referred to as the “Indirect Purchaser States.” These claims are brought by Plaintiffs on behalf of themselves and entities in the Indirect Purchaser States listed in the Second and Third Claims as follows (the “Damages Class”):

All dealers of heavy-duty (Class 8) trucks, medium-duty (Class 4, 5, 6 & 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, and/or similar motor vehicles sold by automobile dealers), construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles in the Indirect Purchaser States, that, during the Class Period (a) purchased Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by one of the Defendants or any current or former subsidiary, affiliate or coconspirator thereof.

237. Alternatively, Plaintiffs bring these claims on behalf of all persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure and/or respective state statute(s), on behalf of all members of the following classes (collectively, the “State Classes”), referred to together with the Damages Class as “Damages Classes”:

(a) **Arizona**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(b) **Arkansas**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(c) **California**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(d) **District of Columbia**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(e) **Florida**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(f) **Hawaii**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(g) **Illinois**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(h) **Iowa**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or

Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(i) **Kansas**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(j) **Maine**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(k) **Massachusetts**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(l) **Michigan**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(m) **Minnesota**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(n) **Mississippi**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(o) **Missouri**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(p) **Nebraska**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(q) **Nevada**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(r) **New Hampshire**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(s) **New Mexico**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or

Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(t) **New York:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(u) **North Carolina:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(v) **North Dakota:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(w) **Oregon:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(x) **South Carolina:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(y) **South Dakota:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(z) **Tennessee:** All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(aa) **Utah**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(bb) **Vermont**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(cc) **West Virginia**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

(dd) **Wisconsin**: All Truck and Equipment dealers that, during the period January 1, 1999 to the present,

(a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or

Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

238. The Nationwide Class and the Damages Classes are referred to herein as the “Classes.” Excluded from the Classes are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Vehicle Wire Harness Systems directly from Defendants.

239. While Plaintiffs do not know the exact number of the members of the Classes, Plaintiffs believe there are at least hundreds of members in each Class.

240. Common questions of law and fact exist as to all members of the Classes. This is particularly true given the nature of Defendants’ conspiracy, which was generally applicable to all the members of the Classes, thereby making appropriate relief with respect to the Classes as a whole. Such questions of law and fact common to the Classes include, but are not limited to:

- a. Whether Defendants and their co-conspirators engaged in a combination and conspiracy among themselves to fix, raise, maintain or stabilize the prices of or rig bids for Vehicle Wire Harness Systems sold in the United States;
- b. Whether Defendants and their co-conspirators agreed to allocate the supply of Vehicle Wire Harness Systems sold in the United States;
- c. The identity of the participants of the alleged conspiracy;
- d. The duration of the alleged conspiracy and the acts carried out by Defendants and their co-conspirators in furtherance of the conspiracy;
- e. Whether the conspiracy violated the Sherman Act, as alleged in Count I;

- f. Whether the conspiracy violated state antitrust and unfair competition laws, as alleged in Count II;
- g. Whether the conduct of Defendants and their co-conspirators, as alleged in this Complaint, caused injury to the business or property of Plaintiffs and the members of the Classes;
- h. The effect of the conspiracy on the prices of Vehicle Wire Harness Systems sold in the United States during the Class Period;
- i. Whether the Defendants and their co-conspirators fraudulently concealed the conspiracy's existence from the Plaintiffs and the members of the Classes;
- j. Whether Defendants unjustly enriched themselves to the detriment of the Plaintiffs and the members of the Classes, thereby entitling Plaintiffs and the members of the Classes to disgorgement of all benefits derived by Defendants, as alleged in the Third Claim for Relief;
- k. The appropriate injunctive and related equitable relief for the Nationwide Class; and
- l. The appropriate class-wide measure of damages for the Damages Classes.

241. Plaintiffs' claims are typical of the claims of the members of the Classes, and Plaintiffs will fairly and adequately protect the interests of the Classes. Plaintiffs and all members of the Classes are similarly affected by Defendants' wrongful conduct in that they paid artificially inflated prices for Vehicle Wire Harness Systems and Trucks and Equipment containing Vehicle Wire Harness Systems.

242. Plaintiffs' claims arise out of the same common course of conduct giving rise to the claims of the other members of the Classes. Plaintiffs' interests are coincident with, and not

antagonistic to, those of the other members of the Classes. Plaintiffs are represented by counsel who are competent and experienced in the prosecution of antitrust and class action litigation.

243. The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

244. Class action treatment is a superior method for the fair and efficient adjudication of the controversy, in that, among other reasons, such treatment will permit a large number of similarly situated entities and persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort and expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism, including the provision to injured entities and persons of a method for obtaining redress for claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in management of this class action.

245. The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for Defendants.

Plaintiffs and the Classes Suffered Antitrust Injury

246. Defendants' price-fixing conspiracy had the following effects, among others:

- a. Price competition has been restrained or eliminated with respect to Vehicle Wire Harness Systems;
- b. The prices of Vehicle Wire Harness Systems have been fixed, raised, maintained, or stabilized at artificially inflated levels; and

- c. Entities purchasing Vehicle Wire Harness Systems and vehicles containing Vehicle Wire Harness Systems from manufacturers have been deprived of free and open competition.

247. During the Class Period, Plaintiffs and the members of the Classes paid supracompetitive prices for Vehicle Wire Harness Systems.

248. The market for Vehicle Wire Harness Systems and the market for vehicles, including Trucks and Equipment, are inextricably linked and intertwined because the market for Vehicle Wire Harness Systems exists to serve the vehicle market. Without the vehicles, the Vehicle Wire Harness Systems have little to no value because they have no independent utility. Indeed, the demand for vehicles creates the demand for Vehicle Wire Harness Systems. As Lear Corporation stated in its 2010 Annual Report: “Our sales are driven by the number of vehicles produced by the automotive manufacturers, which is ultimately dependent on consumer and fleet demand for automotive vehicles.”

249. Vehicle Wire Harness Systems are identifiable, discrete physical products that remain essentially unchanged when incorporated into a vehicle. As a result, Vehicle Wire Harness Systems follow a traceable physical chain of distribution from the Defendants to Plaintiffs and the members of the Classes, and any costs attributable to Vehicle Wire Harness Systems can be traced through the chain of distribution to Plaintiffs and the members of the Classes.

250. By reason of the alleged violations of the antitrust laws and unlawful and unfair trade practices, Plaintiffs and the members of the Classes have sustained injury to their businesses or property, having paid higher prices for Vehicle Wire Harness Systems or Trucks and Equipment containing Vehicle Wire Harness Systems (in states including all of the states

having laws permitting recovery of damages by indirect purchasers as listed *supra*.) than they would have paid in the absence of Defendants' illegal contract, combination, or conspiracy, and, as a result, Plaintiffs have suffered damages in an amount presently undetermined. Plaintiffs' injuries are antitrust injuries of the type that the antitrust laws were meant to punish and prevent.

251. The alleged conspiracy inflated, fixed and stabilized the prices of Vehicle Wire Harness Systems and vehicles containing Vehicle Wire Harness Systems and restrained competition in the United States, including in all of the states having laws permitting recovery of damages by indirect purchasers, as listed *supra*, and therefore had substantial effects on the commerce of the United States, including all of the states having laws permitting recovery of damages by indirect purchasers, as listed *supra*.

**The Statute of Limitations Did Not Begin to Run Because Plaintiffs
Did Not And Could Not Discover The Claims**

252. Plaintiffs and the members of the Classes had no knowledge that the combination or conspiracy alleged herein involved Trucks and Equipment, or of facts sufficient to place them on inquiry notice of the claims set forth herein until the public announcement by the JFTC on March 29, 2013 of investigations and fines in connection with the sale of bearings for industrial machinery and the public announcement by the EC on March 19, 2014 of investigations and fines in connection with the sale of bearings to truck manufacturers.

253. Plaintiffs and the members of the Classes had no means of obtaining any facts or information concerning any aspect of Defendants' dealings with OEMs or other direct purchasers, much less the fact that they had engaged in the combination and conspiracy alleged herein with respect to parts for Trucks and Equipment prior to the announcements by the JFTC and EC on March 29, 2013 and March 14, 2014.

254. Although there was disclosure of certain facts indicating that the government investigations involved price-fixing for automotive parts, no information in the public domain was available to the Plaintiffs and the members of the Classes that Trucks and Equipment were involved in the conspiracy being investigated by the government enforcement agencies prior to the public announcement of the JFTC's and EC's enforcement activity.

255. Plaintiffs and members of the Classes did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the conspiracy alleged herein with respect to Trucks and Equipment until the announcements of the government investigations by the JFTC and EC on March 29, 2013 and/or March 14, 2014.

256. Plaintiffs and the members of the Classes are Truck and Equipment dealers who had no direct contact or interaction with any of the Defendants in this case and had no means from which they could have discovered the combination and conspiracy described in this Complaint until the public announcement of the JFTC's enforcement activity on March 29, 2013 and the EC's enforcement activity on March 14, 2014.

257. For these reasons, the statute of limitations as to Plaintiffs' and the Classes' claims did not begin to run, and has been tolled with respect to the claims that Plaintiffs and the members of the Classes have alleged in this Complaint.

The Statute of Limitations is Tolled by Defendants' Fraudulent Concealment

258. Defendants' agreements, understandings and conspiracies with respect to Trucks and Equipment were kept secret and, Plaintiffs and members of the Classes were unaware of Defendants' unlawful conduct and that they were paying supracompetitive prices for parts in Trucks and Equipment, throughout the United States, during the Class Period.

259. The affirmative acts of the Defendants alleged herein, including acts in furtherance of the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection.

260. By its very nature, Defendants' anti-competitive conspiracy was inherently self-concealing. Vehicle Wire Harness Systems and vehicles containing Vehicle Wire Harness Systems are not exempt from antitrust regulation, and thus, Plaintiffs reasonably considered the Vehicle Wire Harness Systems industry for Trucks and Equipment to be a competitive industry. Accordingly, a reasonable person under the circumstances would not have been alerted to investigate the legitimacy of Defendants' prices for Vehicle Wire Harness Systems for Trucks and Equipment.

261. As explained in the Informations filed against several of the Defendants, the conspirators concealed their activities from the authorities by using code names and arranging meetings at private residences and remote locations. Also, certain of the conspirators have plead guilty to destroying incriminating electronic and paper documents upon learning of government investigations into the vehicle parts antitrust conspiracy which further concealed the conspiracy.

262. Certain conspirators made false statements denying liability following the February 2010 raids conducted by the JFTC, ED, and FBI. Following the FBI raid of its office, a spokesman for Tokai Rika stated "[w]e haven't done anything wrong." Lear's chairman and CEO stated that "I am confident that our Company is not involved in any anti-competitive practices."

263. Plaintiffs and the members of the Classes could not have discovered the alleged contract, conspiracy and combination at an earlier date by the exercise of reasonable diligence because of the deceptive practices and techniques of secrecy employed by the Defendants and

their co-conspirators to avoid detection of, and fraudulently conceal, their contract, combination and conspiracy.

264. Because the alleged conspiracy was both self-concealing and affirmatively concealed by Defendants and their co-conspirators, including through fraudulent misrepresentations, Plaintiffs and members of the Classes had no knowledge of the alleged conspiracy, or of any facts or information that would have caused a reasonably diligent person to investigate whether a conspiracy existed to fix prices on parts for Trucks and Equipment until the JFTC and EC announced their investigations and enforcement activities included industrial machinery and truck parts.

265. As a result of Defendants' fraudulent concealment of their conspiracy, the running of any statute of limitations has been tolled with respect to any claims that Plaintiffs and the members of the Classes have alleged in this Complaint.

COUNT I
Violation of Section 1 of the Sherman Act
(on behalf of Plaintiffs and the Nationwide Class)

266. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

267. Defendants and unnamed conspirators entered into and engaged in a contract, combination, or conspiracy in unreasonable restraint of trade in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

268. The acts done by each of the Defendants as part of, and in furtherance of, their contract, combination, or conspiracy were authorized, ordered, or done by their officers, agents, employees, or representatives while actively engaged in the management of Defendants' affairs.

269. At least as early as January 1999, and continuing through at least the present, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators entered into a continuing agreement, understanding and conspiracy in restraint of trade to rig bids for and to

artificially fix, raise, stabilize and control prices for Vehicle Wire Harness Systems thereby creating anticompetitive effects.

270. The anti-competitive acts were intentionally directed at the United States market for Vehicle Wire Harness Systems and had a substantial and foreseeable effect on interstate commerce by raising and fixing prices for Vehicle Wire Harness Systems throughout the United States.

271. The conspiratorial acts and combinations have caused unreasonable restraints in the market for Vehicle Wire Harness Systems.

272. As a result of Defendants' and their co-conspirators' unlawful conduct, Plaintiffs and other similarly situated members of the Nationwide Class who purchased Vehicle Wire Harness Systems for use in connection with Trucks and Equipment, or who purchased Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by Defendants or their co-conspirators, have been harmed by being forced to pay inflated, supracompetitive prices for such products.

273. In formulating and carrying out the alleged agreement, understanding and conspiracy, Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices and courses of conduct set forth herein.

274. Defendants' conspiracy had the following effects, among others:

- a. Price competition in the market for Vehicle Wire Harness Systems has been restrained, suppressed and/or eliminated in the United States;

- b. Prices for Vehicle Wire Harness Systems sold by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, noncompetitive levels throughout the United States; and
- c. Plaintiffs and members of the Nationwide Class who purchased Vehicle Wire Harness Systems, or Trucks and Equipment containing Vehicle Wire Harness Systems manufactured by Defendants and their co-conspirators have been deprived of the benefits of free and open competition and have been forced to pay artificially inflated prices for such products.

275. Plaintiffs and members of the Nationwide Class have been injured and will continue to be injured in their business and property by paying more for Vehicle Wire Harness Systems or vehicles containing Vehicle Wire Harness Systems manufactured by Defendants and their co-conspirators than they would have paid and will pay in the absence of the conspiracy.

276. The alleged contract, combination, or conspiracy is *a per se* violation of the federal antitrust laws.

277. Plaintiffs and members of the Nationwide Class are entitled to an injunction against Defendants, pursuant to 15 U.S.C. §26, preventing and restraining the violations alleged herein.

COUNT II
Violation of State Antitrust and Consumer Protection Statutes

278. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

279. From as early as January 1999 through at least the present, Defendants and their co-conspirators engaged in a continuing contract, combination or conspiracy with respect to the sale of Vehicle Wire Harness Systems in an unreasonable restraint of trade and commerce and in violation of the various state antitrust and other statutes set forth below.

280. The contract, combination, or conspiracy consisted of an agreement among the Defendants and their co-conspirators to fix, raise, inflate, stabilize, and/or maintain artificially supracompetitive prices for Vehicle Wire Harness Systems and to allocate customers for Vehicle Wire Harness Systems in the United States.

281. In formulating and effectuating this conspiracy, Defendants and their co-conspirators performed acts in furtherance of the combination and conspiracy, including:

- a. Participating in meetings and conversations among themselves during which they agreed to price Vehicle Wire Harness Systems at certain levels and otherwise to fix, increase, inflate, maintain, or stabilize effective prices paid by Plaintiffs and members of the Damages Classes with respect to Vehicle Wire Harness Systems sold in the United States;
- b. Allocating customers and markets and rigging bids for Vehicle Wire Harness Systems in the United States in furtherance of their agreements; and
- c. Participating in meetings and conversations among themselves to implement, adhere to and police the unlawful agreements they reached.

282. Defendants and their co-conspirators engaged in the actions described above for the purpose of carrying out their unlawful agreements to fix, maintain, decrease, or stabilize prices, to rig bids and to allocate customers with respect to Vehicle Wire Harness Systems.

283. The anti-competitive acts were intentionally directed at the market for Vehicle Wire Harness Systems in all states allowing indirect purchasers to collect damages, as listed *infra*, and had a substantial and foreseeable effect on intrastate commerce by raising and fixing prices for Vehicle Wire Harness Systems throughout those states.

284. Plaintiffs and members of the Damages Class were deprived of free and open competition in all states allowing indirect purchasers to collect damages, as listed *infra*, and Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Vehicle Wire Harness Systems in all states allowing indirect purchasers to collect damages, as listed *infra*.

285. Defendants' anticompetitive, unfair acts described above were knowing, willful and constitute violations or flagrant violations of the below-listed state antitrust and consumer protection statutes.

286. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arizona Revised Statutes, §§ 44-1401, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

287. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arkansas Code Annotated, § 4-88-107(a)(10).

288. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code, §§ 16700, *et seq.* and §§ 17200 *et seq.*

289. Defendants have entered into an unlawful agreement in restraint of trade in violation of the District of Columbia Code Annotated §§ 28-4501, *et seq.*

290. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*

291. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Hawaii Revised Statutes Annotated §§ 480-4, *et seq.*

292. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Iowa Code §§ 553.1, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

293. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Kansas Statutes Annotated, §§ 50-101, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

294. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Maine Revised Statutes, 10 M.R.S. §§ 1101, *et seq.*

295. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Michigan Compiled Laws §§ 445.771, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

296. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Minnesota Annotated Statutes §§ 325D.49, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

297. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Mississippi Code Annotated §§ 75-21-1, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

298. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nebraska Revised Statutes §§ 59-801, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

299. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nevada Revised Statutes Annotated §§ 598A.010, *et seq.*

300. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Hampshire Revised Statutes §§ 356:1, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

301. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Mexico Statutes Annotated §§ 57-1-1, *et seq.*

302. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New York General Business Laws §§ 340, *et seq.*

303. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Carolina General Statutes §§ 75-1, *et seq.*

304. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Dakota Century Code §§ 51-08.1-01, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

305. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Oregon Revised Statutes §§ 646.705, *et seq.*

306. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*

307. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Dakota Codified Laws §§ 37-1-3.1, *et seq.* Plaintiffs assert only antitrust claims pursuant to this statute.

308. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Tennessee Code Annotated §§ 47-25-101, *et seq.*

309. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Utah Code Annotated §§ 76-10-3101, *et seq.*

310. Defendants have entered into an unlawful agreement in restraint of trade in violation of the 9 Vermont Statutes Annotated, §§ 2453, *et seq.*, namely Vermont's Antitrust Act.

311. Defendants have entered into an unlawful agreement in restraint of trade in violation of the West Virginia Code §§ 47-18-1, *et seq.*

312. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Wisconsin Statutes §§ 133.01, *et seq.*

313. Plaintiffs and members of the Damages Classes in each of the above states have been injured in their business and property by reason of Defendants' unlawful combination, contract, conspiracy and agreement. Plaintiffs and members of the Damages Classes have paid more for Vehicle Wire Harness Systems or Trucks and Equipment containing Vehicle Wire Harness Systems than they otherwise would have paid in the absence of Defendants' unlawful conduct. This injury is of the type the antitrust laws of the above states were designed to prevent and flows from Defendants' unlawful conduct.

314. Defendants' violations of the above-listed state laws have proximately caused the injuries sustained by Plaintiffs and the members of the Damages Classes.

315. In addition, Defendants have profited significantly from the aforesaid conspiracy. Defendants' profits derived from their anticompetitive conduct come at the expense and detriment of the Plaintiffs and the members of the Damages Classes.

316. Accordingly, Plaintiffs and the members of the Damages Classes in each of the above jurisdictions seek damages (including statutory damages where applicable), to be trebled or otherwise increased as permitted by a particular jurisdiction's antitrust or consumer protection

law, and costs of suit, including reasonable attorneys' fees, to the extent permitted by the above state laws.

COUNT III
Unjust Enrichment on behalf of Plaintiffs and the Damages Class

317. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

318. Plaintiffs bring this claim under the laws of all states listed in the Second Claim, *supra*, except California. Plaintiffs also bring this claim under the laws of Missouri, Massachusetts, and Illinois, on behalf of the Plaintiffs who have their primary places of business in those states and the class members in those states.

319. As a result of their unlawful conduct described above, Defendants have and will continue to be unjustly enriched. Defendants have been unjustly enriched by the receipt of, at a minimum, unlawfully inflated prices and unlawful profits on sales of Vehicle Wire Harness Systems.

320. Defendants have benefited from their unlawful acts and it would be inequitable for Defendants to be permitted to retain any of the ill-gotten gains resulting from the overpayments made by Plaintiffs or the members of the Damages Class for Vehicle Wire Harness Systems.

321. Plaintiffs and the members of the Damages Class are entitled to the amount of Defendants' ill-gotten gains resulting from their unlawful, unjust, and inequitable conduct. Plaintiffs and the members of the Damages Class are entitled to the establishment of a constructive trust consisting of all ill-gotten gains from which Plaintiffs and the members of the Damages Class may make claims on a pro rata basis.

322. Pursuit of any remedies against the firms from whom Plaintiffs and the Class members purchased vehicles containing Vehicle Wire Harness Systems and Vehicle Wire

Harness Systems subject to Defendants' conspiracy would have been futile, given that those firms did not take part in Defendants' conspiracy.

Prayer for Relief

Accordingly, Plaintiffs respectfully request that:

A. The Court determine that this action may be maintained as a class action under Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure, and direct that reasonable notice of this action, as provided by Rule 23(c)(2) of the Federal Rules of Civil Procedure, be given to each and every member of the Classes;

B. That the unlawful conduct, contract, conspiracy or combination alleged herein be adjudged and decreed:

1. An unreasonable restraint of trade or commerce in violation of Section 1 of the Sherman Act;
2. A *per se* violation of Section 1 of the Sherman Act;
3. An unlawful combination, trust, agreement, understanding and/or concert of action in violation of the state antitrust and unfair competition, unjust enrichment and consumer protection laws as set forth herein.

C. Plaintiffs and the members of the Damages Classes recover damages, to the maximum extent allowed under such laws, and that a joint and several judgment in favor of Plaintiffs and the members of the Damages Classes be entered against Defendants in an amount to be trebled to the extent such laws permit;

D. Plaintiffs and the members of the Damages Classes recover damages, to the maximum extent allowed by such laws, in the form of restitution and/or disgorgement of profits unlawfully gained from them;

E. Defendants, their affiliates, successors, transferees, assignees and other officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from in any manner continuing, maintaining or renewing the conduct, contract, conspiracy or combination alleged herein, or from entering into any other contract, conspiracy or combination having a similar purpose or effect, and from adopting or following any practice, plan, program or device having a similar purpose or effect;

F. Plaintiffs and the members of the Classes be awarded pre- and post- judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint;

G. Plaintiffs and the members of the Classes recover their costs of suit, including reasonable attorneys' fees, as provided by law; and

H. Plaintiffs and members of the Classes have such other and further relief as the case may require and the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand trial by jury.

Dated: May 29, 2015

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CERTIFICATE OF SERVICE

I, certify that today I served the foregoing First Amended Class Action Complaint (“Amended Complaint”) with the Clerk of the Court using the ECF system which will send notification of such filing to all of the ECF participants in this action.

I certify that I served the Amended Complaint on the following counsel today by first-class mail:

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Date: May 29, 2015

/s/ J. Manly Parks