

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

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION
In re: Bearings Cases
THIS DOCUMENT APPLIES TO: Truck and Equipment Dealer Cases

Master File No. 12-md-02311

Hon. Marianne O. Battani

2:12-cv-00500-MOB-MKM

2:14-cv-13356-MOB-MKM

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 16th day of November, 2016 (“Execution Date”) by and between NTN Corporation and NTN USA Corporation (collectively “NTN”), and Truck and Equipment Dealer Class Representatives (“Truck and Equipment Dealer Plaintiffs”), both individually and on behalf of a class of Truck and Equipment dealership indirect purchasers of Bearings (the “Settlement Class”), as more particularly defined in Paragraph 12 below.

WHEREAS, Truck and Equipment Dealer Plaintiffs are prosecuting the above *In Re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the “MDL Litigation”), Case No. 2:14-cv-13356 (also known as *Rush Truck Centers of Arizona, Inc., et al. v. JTEKT Corp., et al.*) (the “Action”), on their own behalf and on behalf of the Settlement Class against, among others, NTN;

WHEREAS, Truck and Equipment Dealer Plaintiffs allege that they were injured as a result of NTN’s alleged participation in an unlawful conspiracy to raise, fix, maintain and/or stabilize prices, rig bids, and allocate markets and customers for Bearings (as defined below)

in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Truck and Equipment Dealer Plaintiffs' First Amended Class Action Complaint in the Action (the "Complaint");

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

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

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

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

WHEREAS, NTN, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against

NTN with respect to Bearings based on the allegations in the Action, as more particularly set out below;

WHEREAS, NTN has agreed to provide Cooperation to Truck and Equipment Dealer Plaintiffs in the ongoing prosecution of the Action as set forth in this Agreement, and such Cooperation will reduce Truck and Equipment Dealer Plaintiffs' substantial burden and expense associated with prosecuting the Action; and

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

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees (as defined below) and except as hereinafter provided, without costs to Truck and Equipment Dealer Plaintiffs, the Settlement Class, or NTN, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Automobile Dealership Settlement Class Counsel" shall refer to the law firms identified as Settlement Class Counsel in any settlement agreement between NTN and settlement class members in the Automobile Dealership case, Case No. 2:12-cv-00502-MOB-MKM.

2. "Cooperation" shall refer to those provisions set forth below in Paragraphs 34-38.

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

4. “Defendant” means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Federal Rule of Civil Procedure 23(e).

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

6. “End Payor Settlement Class Counsel” shall refer to the law firms identified as Settlement Class Counsel in any settlement agreement between NTN and settlement class members in the End Payor case, Case No. 2:12-cv-00503-MOB-MKM.

7. “Truck and Equipment Dealer Class Representatives” means those Settlement Class Members, as defined in Paragraph 14, below, who are named plaintiffs in the Complaints.

8. “Bearings” shall have the same meaning as set forth in the operative Complaint at the time this Agreement is executed.

9. “Opt-Out Deadline” means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class.

10. “Releasees” shall refer to NTN and to all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including but not limited to NTN Corporation, NTN USA Corporation, NTN-SNR Roulements, NTN Wälzlager (Europa) GmbH, the predecessors, successors and assigns of each of the above; and each and all of the present and

former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees” does not include any defendant in the MDL Litigation other than NTN.

11. “Releasers” shall refer to Truck and Equipment Dealer Class Representatives and the members of the Settlement Class, as defined in Paragraph 12, below, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

12. “Settlement Class” shall mean all Truck and/or Equipment dealers that, during the period January 1, 2000 through the Execution Date, indirectly purchased Bearings manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any alleged co-conspirator; or purchased new Trucks and/or Equipment containing Bearings manufactured by one of the Defendants or any current or former subsidiary, affiliate or alleged co-conspirator.

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

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

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

15. “Settlement Amount” shall be US \$1,400,000. Settlement Class Counsel shall allocate the Settlement Amount among the Settlement Class subject to approval by the Court after notice to the Settlement Class as directed by the Court.

16. “Settlement Fund” shall be the Settlement Amount allocated among the Settlement Class plus any income or accrued interest earned on that amount.

17. The term “Trucks and Equipment” means heavy-duty (Class 8) trucks, medium-duty (Class 4, 5, 6 & 7) trucks, buses, commercial vehicles, construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles.

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

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

19. Within five (5) business days after the date the last signature to this Agreement is delivered, Truck and Equipment Dealer Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Preliminary Approval Motion”). Truck and Equipment Dealer Plaintiffs shall provide NTN with a reasonable opportunity to review such motion in advance of filing. The Preliminary Approval Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 21 below. The text of these proposed orders shall be agreed upon by Truck and Equipment Dealer Plaintiffs and NTN before submission of the Preliminary Approval Motion.

20. After notice to NTN, Truck and Equipment Dealer Plaintiffs shall, within one (1) year from the Execution Date, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all members of the Settlement Class identified by Truck and Equipment Dealer Plaintiffs (the “Notice Motion”). In order to mitigate the costs of notice, the Truck and Equipment Dealer Plaintiffs shall endeavor, if practicable, to disseminate notice with any other settlements that have been or are reached in the MDL Litigation at the time the Notice Motion is filed. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice, which shall be subject to good faith efforts to agree by the Truck and Equipment Dealer Plaintiffs and NTN before submission of the Notice Motion.

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

(a) certifying the Settlement Class described in Paragraph 12, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class for the Action;

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

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

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

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

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

22. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to NTN and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to NTN described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to NTN have been affirmed in their entirety by the Court of last resort to which such appeal has

been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Truck and Equipment Dealer Plaintiffs and NTN have executed this Agreement, Truck and Equipment Dealer Plaintiffs and NTN shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 44 of this Agreement.

23. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents, and discussions associated with them (including Cooperation Materials produced pursuant to Paragraphs 34-38), shall be deemed or construed to be an admission by NTN, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by NTN, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, directly or indirectly, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against NTN. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 34-38, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation, to establish any of the above, subject to the terms and conditions set forth in the Protective Orders in the Action. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by NTN, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or

as otherwise required by law. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that this Agreement, or any of its terms and provisions, or any and all negotiations, documents and discussions associated with them, or any other statements made by counsel for NTN in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408. Nothing in this paragraph shall be construed to limit the use of this Agreement to enforce its terms.

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

24. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 22 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 26 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in any other capacity) under any federal, state, or local law of any jurisdiction in the United States, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct alleged in the Complaint or any act or omission of the Releasees (or combination thereof), concerning Bearings, including but not limited to any conduct and causes of action alleged or asserted, or that could have been alleged or

asserted, in any class action or other complaints filed in the Action (the “Released Claims”), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Bearings as to such direct purchases; (2) any claims made by Settlement Class Members in the End Payor case, Case No. 2:12-cv-00503-MOB-MKM, as that term is defined in the Settlement Agreement between NTN and End Payor Plaintiffs in that case; (3) any claims made by Settlement Class Members in the Automobile Dealership case, Case No. 2:12-cv-00502-MOB-MKM, as that term is defined in the Settlement Agreement between NTN and Automobile Dealership Plaintiffs in that case; (4) any claims made by any state, state agency, or instrumentality or political subdivision of a state as to government purchases and/or penalties; (5) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, warranty, securities or similar claim relating to Bearings; (6) claims concerning any vehicle part other than Bearings; and (7) claims under laws other than those of the United States relating to purchases of Bearings made outside of the United States and the states thereof. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims unless the Agreement is, for any reason, not finally approved or terminated.

25. In addition to the provisions of Paragraph 24 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, as set out in Paragraph 22 of this Agreement, any and all provisions, rights, and benefits as to their claims concerning Bearings conferred by § 1542 of the California Civil Code, which states:

**CERTAIN CLAIMS NOT AFFECTED BY GENERAL
RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO**

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 24 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that NTN and Truck and Equipment Dealer Plaintiffs have agreed to release pursuant to Paragraph 24, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

26. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, NTN shall pay the Settlement Amount of US \$1,400,000. The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 27 of this Agreement (the “Escrow Account”) within twenty (20) days of the Execution Date hereof.

27. Escrow Account.

(a) The Escrow Account will be established at U.S. Bank with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and NTN, with such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested substantially in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively, by Moody's Investor Services and Standard and Poor's, and shall reinvest any income from these instruments and the proceeds of these instruments, as they mature, in similar instruments at their then-current market rates.

(c) All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) Truck and Equipment Dealer Plaintiffs and NTN agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 27, including the relation-back election (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be the Escrow Agent. Settlement Class Counsel shall timely and properly file all information

and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the elections described in Paragraph 27(d)) shall be consistent with Paragraph 27(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 27(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon NTN or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund for federal or state income tax purposes (“Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 27(d) through 27(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 27(e) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither NTN nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any

claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). NTN shall not be responsible or have any liability therefor. Truck and Equipment Dealer Plaintiffs and NTN agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 27(d) through 27(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 12, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by NTN into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 29), shall be returned to NTN from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

28. Exclusions.

(a) Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable Court-approved notice of settlement and final judgment to be disseminated to the members of the Settlement Class will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound

by the Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide NTN with a list and copies of all opt-out requests it receives and shall file under seal with the Court a list of all members of the Settlement Class who timely and validly opted out of the settlement.

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

(c) Subject to Court Approval, the notice of settlement and final judgment to be disseminated to the Settlement Class will require that all written requests for exclusion include the full name, address and telephone number of the member of the Settlement Class who is seeking exclusion, and a statement that the member wishes to be excluded from the Settlement Class.

29. Payment of Expenses.

(a) NTN agrees to permit use of a maximum of US \$75,000 of the Settlement Fund towards the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses (up to the maximum of US \$75,000) are not recoverable if this settlement does not become final or is terminated to the extent such funds have actually been expended or incurred for notice and administration costs. Other than as set forth in this Paragraph 29, NTN shall not be liable for any of the costs or expenses incurred by Truck and Equipment Dealer Plaintiffs

in the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials or the negotiation of other settlements, or for class administration, notice and/or costs.

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

E. The Settlement Fund.

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

31. After this Agreement becomes final within the meaning of Paragraph 22, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 29 of this Agreement.

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

expenses of any of Truck and Equipment Dealer Plaintiffs' or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

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

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

(b) Subject to Court approval, Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and incentive awards. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class

Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 44.

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

(d) Neither NTN nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Truck and Equipment Dealer Plaintiffs of any Fee and Expense Award in the Action.

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

F. Cooperation.

34. In return for the release and discharge provided herein, NTN agrees to pay the Settlement Amount and further agrees to use its best efforts to provide Cooperation, as set forth specifically in Paragraphs 35-38 below. Cooperation will take place consistent with the timing set forth specifically in Paragraphs 35-38 below, and in a manner that is in compliance with NTN's obligations to any competition authority in any jurisdiction worldwide, without limitation ("Government Entity"), to the extent that such compliance continues to be required. All Cooperation shall be coordinated, to the extent reasonably practicable, with the Automobile Dealership Settlement Class Counsel and End-Payor Settlement Class Counsel so as to avoid all unnecessary duplication and expense.

35. Within forty-five (45) calendar days of the date that preliminary approval of the Agreement is granted, Truck and Equipment Dealer Plaintiffs shall be entitled to serve up to ten (10) interrogatories on NTN. Settlement Class Counsel shall coordinate, to the extent reasonably practicable, with Automobile Dealership Settlement Class Counsel and End Payor Settlement Class Counsel to ensure that any interrogatories served under this Paragraph do not unnecessarily duplicate information sought by interrogatories served pursuant to cooperation provisions in settlement agreements with plaintiffs in the Automobile Dealership case, Case No. 2:12-cv-00502-MOB-MKM, and plaintiffs in the End Payor case, Case No. 2:12-cv-00503-MOB-MKM. NTN will serve reasonably complete responses to such interrogatories within forty-five (45) days of service.

36. Except as set forth therein, NTN will substantially complete the production of Documents from the files of five (5) of the custodians identified in NTN Corporation's Objections and Responses to Truck and Equipment Dealer Plaintiffs' First Set of Interrogatories

to Defendants, Interrogatory No. 7, and NTN USA Corporation's Objections and Responses to Truck and Equipment Dealer Plaintiffs' First Set of Interrogatories to Defendants, Interrogatory No. 7, whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Truck and Equipment Dealer Plaintiffs in the prosecution of their claims related to Bearings manufactured and sold for use in Trucks and Equipment in NTN's possession, custody or control no later than one hundred twenty (120) calendar days after preliminary approval of the Agreement is granted. The names of the five (5) custodians are to be identified in a letter filed under seal with the Court contemporaneously with this Agreement. If any Document protected by the attorney-client privilege, the work-product protection, or any other privilege is accidentally or inadvertently produced to Settlement Class Counsel, upon timely notice by NTN to Settlement Class Counsel of such inadvertent production, the Document shall promptly be destroyed and/or returned to NTN, the Document shall not be used by Settlement Class Counsel for any purpose, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. This Agreement, together with the Protective Order in the Action, brings any inadvertent production by NTN within the protections of Federal Rule of Evidence 502(d), and Settlement Class Counsel will not argue that production to any person or entity made at any time suggests otherwise.

37. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in the MDL Litigation or in the Action. NTN will not object to Settlement Class Counsel attending and/or participating in depositions of NTN witnesses to the extent Settlement Class Counsel's participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation. Settlement Class

Counsel may ask questions for one (1) hour at each such deposition, provided that the time for participation of Settlement Class Counsel, End Payor Settlement Class Counsel, and Automobile Dealership Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of an NTN employee. Truck and Equipment Dealer Plaintiffs may not use any testimony obtained from depositions of NTN witnesses against NTN in any way and may only use such testimony to support their joint and several liability claims against any other Defendant in the Action.

38. Additionally, NTN shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 38(a) below. Any depositions and/or discovery responses provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the depositions and discovery responses to be provided in a contemporaneous settlement of claims in the End Payor case, Case No. 2:12-cv-00503-MOB-MKM, and Automobile Dealership case, Case No. 2:12-cv-00502-MOB-MKM.

(a) Upon reasonable notice by Settlement Class Counsel after preliminary approval of the Agreement is granted, NTN shall make a good faith effort to make available for depositions not more than three (3) persons whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Truck and Equipment Dealer Plaintiffs in the prosecution of their claims related to Bearings manufactured and sold for use in Trucks and Equipment. If NTN is unable to make those same persons available for deposition then Settlement Class Counsel may select a substitute deponent or declarant. Settlement Class Counsel shall coordinate, to the extent reasonably practicable, with Automobile Dealership Settlement Class Counsel

and End Payor Settlement Class Counsel in selecting persons to be deposed under this Paragraph to reduce unnecessary expense and burden. Each deposition shall, to the extent practicable, and subject to any applicable orders of the Court, be conducted via videoconference or will take place at a mutually agreeable location and at a mutually agreed upon time, accommodating the schedules and geographic limitations of the deponent where it is possible to do so, and shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of thirteen (13) hours, which would occur over two (2) consecutive days at the request of the deponent. If the depositions take place outside the country of the witness's residence, Settlement Class Counsel shall pay such deponent's economy class fares and reasonable travel costs incurred, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. Written notice by Settlement Class Counsel to NTN's counsel shall constitute sufficient service of notice for all depositions.

39. Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel agree they will not use the information provided by NTN or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the MDL Litigation, provided they do not use such information against NTN, and will use it in the Action and any other case in the MDL Litigation consistent with the Protective Orders, and will not use it beyond what is reasonably necessary for the prosecution of claims in the MDL Litigation or as otherwise required by law. All Documents and other information provided pursuant to this Agreement shall be deemed "Highly Confidential" as said designation is defined in the Protective Order entered in this Action.

40. NTN's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, NTN's obligations to provide Cooperation under this Agreement shall continue until, unless otherwise ordered by the Court, the date that final judgment has been entered in the Action against all Defendants.

41. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 18-22 hereof, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Truck and Equipment Dealer Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against NTN, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any deposition testimony or any documents provided by NTN and/or the other Releasees, their counsel, or any individual made available by NTN pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, Truck and Equipment Dealer Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against NTN in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 18-22 hereof, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is terminated by either party under any provision herein.

42. Other than as provided herein, NTN need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Truck and Equipment Dealer Plaintiffs, meet and confer or otherwise negotiate with Truck and Equipment Dealer Plaintiffs regarding

discovery requests previously served in the Action or otherwise participate in the Action during the pendency of the Agreement. Other than to enforce the terms of this Agreement, neither NTN nor Truck and Equipment Dealer Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

43. Except as provided in this Paragraph, NTN, Truck and Equipment Dealer Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the fact of or terms of this Agreement until this Agreement is submitted to the Court for Preliminary Approval.

(a) NTN and Truck and Equipment Dealer Plaintiffs may disclose the Agreement itself and the terms and conditions thereof: (i) to persons for whom such information is necessary to effectuate the provisions of the Agreement (and who shall be advised of its confidentiality and be requested to agree to this provision); (ii) to those employees and outside professional advisors (e.g., accountants, lawyers, tax advisors, etc.) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise NTN and Truck and Equipment Dealer Plaintiffs; (iii) to the extent such disclosure is required for enforcement of this Agreement; (iv) for the preparation of financial records (e.g., tax returns, financial statements, etc.); (v) as required by law for the purpose of financial reporting (e.g., securities notices, filings, and/or disclosures, etc.); or (vi) as otherwise required by law, including, for example, compliance with legally authorized discovery procedures.

(b) NTN may disclose the fact that it has settled with Truck and Equipment Dealer Plaintiffs, without disclosing the settlement terms, to counsel for other Defendants in the Action.

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

44. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 22 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final judgments are not affirmed in its entirety, then NTN and Truck and Equipment Dealer Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 56. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

45. In the event that this Agreement does not become final as set forth in Paragraph 22, or this Agreement otherwise is rescinded pursuant to Paragraph 44, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to NTN less only disbursements made in accordance with Paragraph 29 of this Agreement. NTN expressly reserves all rights and defenses if this Agreement does not become final.

46. Further, and in any event, Truck and Equipment Dealer Plaintiffs and NTN agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by NTN, or the other Releasees to be used against NTN, or of (ii) the truth of any of

the claims or allegations contained in the Complaint or any other pleading filed in the MDL Litigation, to be used against NTN, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against NTN. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using Cooperation Materials produced by NTN against any other defendants in any actions in the MDL Litigation to establish any of the above.

47. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement as well as Cooperation by NTN.

48. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 18-22 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

H. Miscellaneous.

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

50. This Agreement does not settle or compromise any claim by Truck and Equipment Dealer Plaintiffs or any Settlement Class Member asserted in the Complaints or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than NTN and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Truck and Equipment Dealer Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than NTN and the other

Releasees, for sales made by NTN and NTN's alleged illegal conduct are specifically reserved by Truck and Equipment Dealer Plaintiffs and Settlement Class Members. NTN's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than NTN and the other Releasees. NTN shall not be responsible for any payment to Truck and Equipment Dealer Plaintiffs other than the amount specifically agreed to in Paragraph 26 of this Agreement.

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

52. This Agreement constitutes the entire, complete, and integrated agreement between Truck and Equipment Dealer Plaintiffs and NTN pertaining to the settlement of the Action against NTN, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between Truck and Equipment Dealer Plaintiffs and NTN in connection herewith. This

Agreement may not be modified or amended except in writing executed by Truck and Equipment Dealer Plaintiffs and NTN and approved by the Court.

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

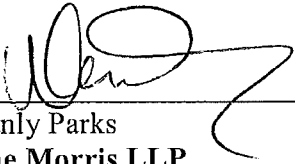
54. This Agreement may be executed in counterparts by Truck and Equipment Dealer Plaintiffs and NTN, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

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

56. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail, or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

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

Dated: November 15, 2016



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