

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

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In re: AUTOMOTIVE PARTS	:
ANTITRUST LITIGATION	:
	:
	Master File No. 12-md-02311
In re: Switches	:
In re: Steering Angle Sensors	:
In re: HID Ballasts	:
	:
	Hon. Marianne O. Battani
	:
	:
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THIS DOCUMENT RELATES TO:	:
	:
	:
Automobile Dealership Actions	:
	2:13-cv-01302-MOB-MKM
	2:13-cv-01602-MOB-MKM
	2:13-cv-01702-MOB-MKM
	:
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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 25th day of February, 2015 (“Execution Date”) between Panasonic Corporation and Panasonic Corporation of North America (collectively, “Panasonic”), and Automobile Dealership Plaintiffs class representatives (collectively, “Automobile Dealership Plaintiffs”), both individually and on behalf of classes of automobile dealership indirect purchasers of Switches, Steering Angle Sensors, and HID Ballasts (the “Settlement Classes”) as more particularly defined in Paragraph 11 below.

WHEREAS, Automobile Dealership Plaintiffs are prosecuting the above *In Re Automotive Parts Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case No. 13-cv-01302 (the “Switches Action”), Case No. 13-cv-01602 (the “SAS Action”), and Case No. 13-cv-01702 (the “HID Ballasts Action”) (collectively, the “Actions”) on their own behalf and on behalf of the Settlement Classes against, among others, Panasonic;

WHEREAS, Automobile Dealership Plaintiffs allege that (1) they were injured as a result of Panasonic’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize

prices, rig bids, allocate markets and customers for Switches in violation of Section 1 of the Sherman Act and various State antitrust, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs' Consolidated Amended Class Action Complaint (the "Switches Complaint"); (2) they were injured as a result of Panasonic's participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, allocate markets and customers for Steering Angle Sensors in violation of Section 1 of the Sherman Act and various State antitrust, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs' Consolidated Amended Class Action Complaint (the "SAS Complaint"); and (3) they were injured as a result of Panasonic's participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, allocate markets and customers for HID Ballasts in violation of Section 1 of the Sherman Act and various State antitrust, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs' Consolidated Amended Class Action Complaint (the "HID Ballasts Complaint") (collectively, the "Complaints");

WHEREAS, Panasonic denies Automobile Dealership Plaintiffs' allegations and would assert defenses to Automobile Dealership Plaintiffs' claims;

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

WHEREAS, Automobile Dealership Plaintiffs have conducted an investigation into the facts and the law regarding the Actions and have concluded that resolving the claims asserted in those Actions against Panasonic, according to the terms set forth below, is in the best interest of Automobile Dealership Plaintiffs and the Settlement Classes because of the payment of the

Settlement Amount and the value of the Cooperation (as those terms are defined below) that Panasonic has agreed to provide pursuant to this Agreement;

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

WHEREAS, Panasonic, despite its belief that it is not liable for the claims asserted and 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 Panasonic with respect to Switches, Steering Angle Sensors, or HID Ballasts based on the allegations in the Actions, as more particularly set out below;

WHEREAS, Panasonic has agreed to provide Cooperation (defined below) to Automobile Dealership Plaintiffs in the ongoing prosecution of the Actions as set forth in the Agreement, and such Cooperation will reduce Automobile Dealership Plaintiffs' substantial burden and expense associated with prosecuting the Actions; and

WHEREAS, Automobile Dealership Plaintiffs recognize the benefits of Panasonic's Cooperation and recognize that because of joint and several liability, the Agreement with Panasonic does not impair Automobile Dealership Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Classes may be entitled to in the Actions, including the damages attributable to Panasonic'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 Actions be settled, compromised, and dismissed on the merits with prejudice as to the

Releasees, as defined below, and except as hereinafter provided, without costs as to Automobile Dealership Plaintiffs, the Settlement Classes, or Panasonic, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Cooperation" shall refer to those provisions set forth below in Paragraphs 31-37.
2. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by Panasonic under the terms of this Agreement.
3. "Defendant" means any party named as a defendant in the Actions at any time up to and including the final approval date.
4. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include English translations, but not machine generated translations.
5. "Automobile Dealership Plaintiff Class Representatives" means those Settlement Class Members, as defined in Paragraph 13, who are named plaintiffs in the Complaints.
6. "Indirect Purchaser States" means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

7. For purposes of this Agreement, “Switches,” “Steering Angle Sensors,” and “HID Ballasts” shall have the same meaning as set forth in the Complaints at the time this Agreement is executed.

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

9. “Releasees” shall refer to Panasonic and to all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to Panasonic Corporation and Panasonic Corporation of North America, the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees” does not include any defendant in the Actions other than Panasonic Corporation and Panasonic Corporation of North America.

10. “Releasers” shall refer to all the Settlement Class Members, as defined in Paragraph 13, below, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

11. For purposes of this Agreement, the “Settlement Classes” are defined as follows:

(a) “Switches Settlement Class” is defined as:

All automobile dealers that, from January 1, 2000 through the Execution Date, (1) purchased new vehicles in the United States that included one or more Switch(es) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Switch(es),

which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. Excluded from the Switches Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.

(b) "SAS Settlement Class" is defined as:

All automobile dealers that, from September 1, 2000 through the Execution Date, (1) purchased new vehicles in the United States that included one or more Steering Angle Sensor(s) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants, or (2) indirectly purchased one or more Steering Angle Sensor(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. Excluded from the SAS Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.

(c) "HID Ballasts Settlement Class" is defined as:

All automobile dealers that, from July 1, 1998 through the Execution Date, (1) purchased new vehicles in the United States that included one or more HID Ballast(s) as a component part, which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants, or (2) indirectly purchased one or more HID Ballasts(s), which were manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. Excluded from the HID Ballasts Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, and states and their subdivisions, agencies, and instrumentalities.

12. "Settlement Class Counsel" shall refer to the law firms of:

Cuneo Gilbert & LaDuca, LLP  
507 C Street, N.E.  
Washington, DC 20002

Barrett Law Group, P.A.  
P.O. Box 927  
404 Court Square  
Lexington, MS 39095

Larson • King, LLP  
2800 Wells Fargo Place  
30 East Seventh Street  
St. Paul, MN 55101

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

14. “Settlement Funds” shall be:

(a) For the Switches Settlement Class, US \$1,672,476.32 plus accrued interest on said deposits set forth in Paragraph 24.

(b) For the SAS Settlement Class, US \$1,987,335.47 plus accrued interest on said deposits set forth in Paragraph 24.

(c) For the HID Ballasts Settlement Class, US \$1,740,188.21 plus accrued interest on said deposits set forth in Paragraph 24.

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

15. Automobile Dealership Plaintiffs and Panasonic 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 Actions as to the Releasees only.

16. After reasonable notice to Panasonic, including a reasonable opportunity to review, Automobile Dealership Plaintiffs shall in each Action submit to the Court a motion seeking preliminary approval of this Agreement (the “Motions”). The Motions shall include (i) the proposed form of an order preliminarily approving this Agreement; and (ii) a proposed form of

order and final judgment. The text of the foregoing items (i) and (ii) shall be agreed upon by Automobile Dealership Plaintiffs and Panasonic before submission of the Motions.

17. After notice to Panasonic, Automobile Dealership Plaintiffs shall, at a time to be decided in their sole discretion, in each Action 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 Classes identified by Automobile Dealership Plaintiffs (the "Notice Motions"). In order to mitigate the costs of notice, Automobile Dealership Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Classes of this settlement and any other settlements that have been or are reached by the time of the Notice Motions. The Notice Motions shall include a proposed form of, method for, and date of dissemination of notice in each Action which shall be subject to good faith efforts to agree by Automobile Dealership Plaintiffs and Panasonic before submission of the Motion.

18. Automobile Dealership Plaintiffs shall seek, and Panasonic will not object unreasonably to, the entry of an order and final judgment in each Action, the text of which Automobile Dealership Plaintiffs and Panasonic shall agree upon. The terms of such orders and final judgments will include, at a minimum, the substance of the following provisions:

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

(b) as to the Actions, 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 Panasonic, directing that the Actions 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 Panasonic, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan; and

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

19. This Agreement shall become final when (i) the Court has entered in each Action a final order certifying the Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Actions with prejudice as to Panasonic against all Settlement Class Members 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 Panasonic described in (i) hereof has expired in each Action and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or final approved order in each Action or to toll the time for appeal of the judgment in each Action or, if appealed, approval of this Agreement and the final judgment in each Action as to Panasonic 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 Automobile Dealership

Plaintiffs and Panasonic have executed this Agreement, Automobile Dealership Plaintiffs and Panasonic shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 24(h), 42 or 43 of this Agreement.

20. Neither this Agreement (whether or not it should become final) nor the final judgment in each Action, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Panasonic, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Panasonic, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Actions, and evidence thereof shall not be used directly or indirectly, in any way, whether in the Actions or in any other action or proceeding against Panasonic. 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 Panasonic, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. Nothing in this Paragraph shall prevent Automobile Dealership Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 31-37 subject to the limitations in those paragraphs, against any other defendants in the Automotive Parts Antitrust Litigation, 12-md-02311. 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 Panasonic 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.

21. 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 19 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 23 of this Agreement, into the Settlement Funds, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively or in any other capacity) 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 related to, the conduct alleged in the Complaints or any act or omission of the Releasees (or any of them), concerning Switches, Steering Angle Sensors, or HID Ballasts, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Actions concerning Switches, Steering Angle Sensors, or HID Ballasts (the "Released Claims"), provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Switches, Steering Angle Sensors, or HID Ballasts; (2) any claims made by end-payors that are indirect purchasers of Switches, Steering Angle Sensors, or HID Ballasts; (3) any claims made by any State, State agency, or instrumentality or political subdivision of a State, as to government purchases and/or penalties; (4) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or similar claim relating to Switches, Steering Angle Sensors, or HID Ballasts; (5) claims concerning any automotive part other than Switches, Steering Angle Sensors, or HID

Ballasts; (6) claims under laws other than those of the United States and the states thereof; and (7) claims for damages under the state law or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee 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.

22. In addition to the provisions of Paragraph 21 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning Switches, Steering Angle Sensors, and HID Ballasts, 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 21 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 Panasonic and Automobile Dealership Plaintiffs have agreed to release pursuant to Paragraph 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

23. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, Panasonic shall pay or cause to be paid the settlement amount of US \$5,400,000.00 (the "Settlement Amount"), of which (1) US \$1,672,476.32 shall be deemed full, complete, and final settlement of the Switches Action (the "Switches Settlement Amount"), (2) US \$1,987,335.47 shall be deemed full, complete, and final settlement of the SAS Action (the "SAS Settlement Amount"), and (3) US \$1,740,188.21 shall be deemed full, complete, and final settlement of the HID Ballasts Action (the "HID Ballasts Settlement Amount"). The Switches Settlement Amount, the SAS Settlement Amount, and the HID Ballasts Settlement Amount shall be paid in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 24 of this Agreement (the "Escrow Account") by March 31, 2015.

E. Escrow Account.

24. (a) The Escrow Account will be established at Huntington Bank N.A. or such other bank as shall be agreed to between Settlement Class Counsel and Panasonic, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and Panasonic, such escrow to be subject to the Court's supervision and control.

(b) The Escrow Agent shall cause the Switches Settlement Amount, the SAS Settlement Amount, and the HID Ballasts Settlement Amount to be deposited in the applicable Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these

instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

(c) All funds held in the Escrow Accounts 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 or further order(s) of the Court.

(d) Automobile Dealership Plaintiffs and Panasonic 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 24, 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. The Escrow Agent and/or Settlement Class Counsel shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Funds (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)). Such returns (as well as the election described in Paragraph 24(d)) shall be consistent with Paragraph 24(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 applicable Settlement Fund as provided in Paragraph 24(f) hereof.

(f) All (1) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Funds, including any taxes or tax detriments that may be imposed upon Panasonic or any Releasee with respect to any income earned by the Settlement Funds for any period during which the Settlement Funds do not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (2) expenses and costs incurred in connection with the operation and implementation of Paragraphs 24(d) through 24(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 this Paragraph 24(f) (“Tax Expenses”)), shall be paid out of the Settlement Funds.

(g) Neither Panasonic or any 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 Funds 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)). Panasonic shall not be responsible or have any liability therefor. Automobile Dealership Plaintiffs and Panasonic 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 24(d) through 24(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Classes as defined in Paragraph 11, or if the Actions are not certified as

class actions for settlement purposes, then all amounts paid by Panasonic into the Settlement Funds (other than costs expended or incurred in accordance with Paragraph 26), shall be returned to Panasonic from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's final determination.

F. Exclusions.

25. Subject to Court approval, any person or entity seeking exclusion from the Settlement Classes must file a written request for exclusion by the Opt Out Deadline, which shall be the date set by the Court by which any class member must request exclusion from the Settlement Class(es). Any person or entity that files such a request shall be excluded from the Settlement Classes and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by the Settlement Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt Out Deadline, provide Panasonic 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 Classes who timely and validly opted out of the settlement.

(a) Subject to Court Approval, any member of the Settlement Classes 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. Panasonic reserves all of its legal rights and defenses, including but not limited to any defenses relating to whether any excluded member of the Settlement Classes is an indirect purchaser of Switches, Steering Angles Sensors, or HID Ballasts or has standing to bring any claim against Panasonic.



(b) Subject to Court Approval, in the written request for exclusion, the member of the Settlement Classes must state his, her, or its full name, address, and telephone number. Further, the member of Settlement Classes must include a statement in the written request for exclusion that he, she, or it wishes to be excluded from the settlement.

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

(d) Within twenty (20) business days following the Opt-Out Deadline in accordance with the terms of this paragraph, or as soon thereafter as practicable, the parties shall determine the total number of automobile dealer locations in the Indirect Purchaser States: (1) from January 1, 2000 through the Execution Date that (a) purchased new vehicles containing Switches manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel, or (b) indirectly purchased Switches manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel, or (2) from September 1, 2000 through the Execution Date that (a) purchased new vehicles containing Steering Angle Sensors manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel, or (b) indirectly purchased Steering Angle Sensors manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel, or (3) from July 1, 1998 through the Execution Date that

(a) purchased new vehicles containing HID Ballasts manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel, or (b) indirectly purchased HID Ballasts manufactured or sold by a Defendant, any current or former parent, subsidiary, or affiliate thereof, or any alleged co-conspirator identified to counsel for Panasonic by Settlement Class Counsel (defined as "Total Number of Damages Class Members" for purposes of calculating the Total Opt-Out Percentage defined below). The parties shall determine the Total Number of Damages Class Members based upon reasonably available public information. In the event the parties mutually agree that non-public information is required to determine the Total Number of Damages Class Members, the parties shall identify an appropriate source of, and Panasonic shall pay for, the reasonable costs incurred in securing the necessary information. Within ten (10) business days following the determination of the Total Number of Damages Class Members, the parties shall calculate the percentage of the Total Number of Damages Class Members that have validly and timely requested to be excluded from the Settlement Classes ("Total Opt-Out Percentage"), provided that Panasonic shall have the sole option to waive the calculation and, by doing so, waive its termination rights under this paragraph. The Total Opt-Out Percentage is a fraction, the numerator of which is the Total Number of Damages Class Members that have validly and timely requested to be excluded from the Settlement Classes, and the denominator of which is the Total Number of Damages Class Members. In the event the Total Opt-Out Percentage exceeds the percentage set forth in a separate confidential side letter agreement, Panasonic has the option to rescind, cancel, and terminate this Settlement Agreement (excepting Paragraphs 26 and 49 hereof); provided, however, that (i) these termination rights shall be exercised within ten (10) business days of receipt of the Total Opt-Out Percentage calculation or be deemed waived and (ii) Panasonic

shall have the burden of demonstrating that the Total Opt-Out Percentage has been met. If Panasonic elects to rescind, cancel, and/or terminate this Settlement Agreement in accordance with this paragraph, the Escrow Agent shall, within ten (10) business days of termination of the Settlement Agreement refund to Panasonic by wire transfer the portion of the Settlement Fund (including any and all income earned thereon) paid by Panasonic, less only any taxes paid or owed on the earnings of the Settlement Fund, any reasonable out-of-pocket costs, and any Notice Costs or other expenditures authorized by this Settlement Agreement that were paid out of the Settlement Fund prior to termination.

G. Payment of Expenses.

26. Panasonic agrees to permit use of a maximum of US \$500,000 of the Settlement Funds on a recoupable basis towards the cost of providing notice to the Settlement Classes and the costs of administration of the Settlement Funds. The notice and administration expenses (up to the maximum of US \$500,000) are not recoupable if this settlement does not become final or is terminated to the extent such expenses are paid or incurred for notice and administration costs. Other than as set forth in this Paragraph 26, Panasonic shall not be liable for any of the costs or expenses of the litigation incurred by Automobile Dealership Plaintiffs in the Actions, 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 any Special Master, appeals, trials or the negotiation of other settlements, or for Settlement Class administration and costs.

H. The Settlement Funds.

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

28. After this Agreement becomes final within the meaning of Paragraph 19, the Settlement Funds shall be distributed in accordance with plans to be submitted at a time to be determined in the sole discretion of 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 Funds, including, but not limited to, the costs and expenses of such distribution and administration, with the exception of the provisions set forth in Paragraph 26 of this Agreement.

29. Automobile Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed subject to Court approval and indemnified solely out of the Settlement Funds for their costs and expenses. Panasonic and the Releasees shall not be liable for any costs, fees, or expenses of any of Automobile Dealership Plaintiffs' or the Settlement Classes' 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 Funds.

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

30. (a) Settlement Class Counsel may, after preliminary approval of the Agreement and notice to the Settlement Classes, at a time to be determined in their sole discretion, submit an application to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Funds, plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Actions 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 Funds (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications from time to time for fees and expenses incurred and reasonable incentive awards, but in no event shall Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Funds.

(b) Subject to Court approval and except as provided herein, Automobile Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Funds for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Funds upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Funds, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event 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 Funds are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(d) Neither Panasonic nor any Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Actions.

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

J. Cooperation.

31. In return for the release and discharge provided herein, in addition to the Settlement Amount it will pay, Panasonic agrees to provide substantial cooperation to Automobile Dealership Plaintiffs as set forth below. All such cooperation shall occur in a manner that is consistent with Panasonic's obligations to any Government Entity (as defined below), to the extent that such compliance continues to be required.

32. Within thirty (30) days of the Execution Date of this Agreement, counsel for Panasonic shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Panasonic who: (1) were interviewed and/or prosecuted by the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, or any other government entity (collectively referred to herein as "Government Entities") in connection with alleged antitrust or competition law violations with regard to Switches, Steering Angle Sensors, or HID Ballasts; and/or (2) appeared before the grand jury in connection with the DOJ's investigation into alleged antitrust violations with respect to Switches, Steering Angle Sensors, or HID Ballasts. Counsel for Panasonic shall not be required to disclose

to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of Panasonic was identified to or appeared before.

33. Except as set forth therein, Panasonic will (i) use its best efforts to identify and produce relevant Documents that Panasonic produced to the DOJ relating to Switches, Steering Angle Sensors, or HID Ballasts, to the extent that they exist, within sixty (60) calendar days of the Execution Date of this Agreement; (ii) produce English translations but not machine generated translations, to the extent they exist, of the Documents described in Paragraph 33 (a)-(f) within sixty (60) calendar days of the Execution Date of this Agreement; and (iii) substantially complete the production of the following Documents in Panasonic's possession, custody or control, set forth in subparagraphs (a)-(f) no later than one hundred twenty (120) calendar days after the Execution Date:

(a) Subject to a good faith meet and confer between the parties, transactional data, to the extent they exist in Panasonic Corporation of North America's electronic databases as of the Execution Date of this Agreement, concerning, at a minimum, Panasonic's bids and price submissions for and sales of Switches to Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, "Toyota") from January 1, 2000 to the Execution Date of this Agreement, Panasonic's bids for and sales of Steering Angle Sensors to Toyota from September 1, 2000 to the Execution Date of this Agreement, and Panasonic's bids for and sales of HID Ballasts to Honda Motor Company, Ltd. and American Honda Motor Company, Inc. (collectively "Honda"), Mazda Motor Corporation and Mazda Motor of America, Inc. (collectively "Mazda"), Nissan Motor Company Ltd. and Nissan North America, Inc. (collectively, "Nissan"), and two (2) additional OEMs, subject to a good faith meet and confer between the parties, from July 1, 1998 to the Execution Date of this Agreement, including the following

information: (1) the date for each bid, price submission or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions formulated but not submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid or price submission was submitted and each sale was made; (6) the model, model year(s) and brand of car for which each bid and price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Switches, Steering Angle Sensors, or HID Ballasts sold in each sale; (8) the location where each bid and price submission was submitted and each sale was made; (9) the Panasonic entity which submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) the value engineering and other price adjustment made to the Switches, Steering Angle Sensors, or HID Ballasts sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids or prices submitted by competitors, including each winning bid; (14) adjustments made to each bid as it was being formulated; (15) specifications for each bid; (16) Panasonic's profits, losses and margins on the Switches, Steering Angle Sensors, and HID Ballasts; (17) data showing Panasonic's costs to produce Switches, Steering Angle Sensors, and HID Ballasts and (18) any other transactional data reasonably agreed to in writing between Panasonic's counsel and Settlement Class Counsel. Except as provided herein, Panasonic will only produce the data that exists as of the Execution Date of this Agreement and will not be obligated to do any analyses of the data for Settlement Class Counsel, outside of the interviews described in Paragraph 36(b), but will respond to reasonable inquiries from Settlement Counsel regarding the transactional data. Panasonic makes no representations that all such data exists in Panasonic's electronic databases. Panasonic will provide any translations of the above data that may exist as of the Execution Date of this Agreement. Panasonic will produce



transaction data only from existing electronic transaction databases and will not be required to compile any data from individual invoices, individual personal computers, or transactional documents, except that, to the extent Panasonic Corporation of North America has not recorded or maintained electronic transaction data for any period between July 1, 1998 and the Execution Date of this Agreement, then Panasonic will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Furthermore, Panasonic shall only be obligated to provide transactional data regarding sales of Switches, Steering Angle Sensors, and HID Ballasts sold to customers in the United States or sold to customers outside the United States for installation in vehicles known to be exported to the United States. Panasonic shall use reasonable efforts to determine its sales of Switches, Steering Angle Sensors, and HID Ballasts sold to customers outside the United States for installation in vehicles exported to the United States. Automobile Dealership Plaintiffs and Settlement Class Counsel agree that all transactional data and any other Documents produced by Panasonic pursuant to this Paragraph shall be treated as "Highly Confidential," as said designation is described in the Protective Orders that will be issued in the Actions, and that they shall not use the information so received for any purpose other than the prosecution of the claims in the Automotive Parts Antitrust Litigation, 12-md-02311, except as otherwise provided in this Settlement Agreement.

(b) Documents, if any, provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to Switches, Steering Angle Sensors, or HID Ballasts, including sales data produced to the DOJ, to the extent they have not already been produced to Settlement Class Counsel.

(c) Non-privileged documents that relate to or concern the allegations in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement regarding Switches, Steering Angle Sensors, or HID Ballasts, by an employee, officer or director of Panasonic with any employee, officer or director of another manufacturer or seller of Switches, Steering Angle Sensors, or HID Ballasts.

(d) Documents, if any, sufficient to show Panasonic Corporation of North America's determinations of its prices for Switches, Steering Angle Sensors, or HID Ballasts that it sells in the United States or for installation in vehicles exported to the United States, including pricing policies, formulas and guidelines, including documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models.

(e) Non-privileged documents, if any, concerning Switches, Steering Angle Sensors, or HID Ballasts that were collected and reviewed in connection with Panasonic's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement regarding Switches, Steering Angle Sensors, or HID Ballasts, by an employee, officer or director of Panasonic with any employee, officer or director of another manufacturer or seller of Switches, Steering Angle Sensors, or HID Ballasts, to the extent that they relate to Switches, Steering Angle Sensors, and HID Ballasts sold to customers in the United States or sold to customers outside the United States for installation in vehicles known to be exported to the United States.

(f) Documents, if any, sufficient to show how Panasonic Corporation of North America employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for Switches, Steering Angle Sensors, or HID Ballasts, in RFQs, or any other

procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

34. For all Documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work product doctrine; or (3) any other applicable privilege or doctrine protecting documents from disclosure, Panasonic shall provide a privilege log, to the extent already in existence ("Existing Privilege Log"), describing such Documents in sufficient detail as to explain the nature of the privilege asserted or the basis of any other law or rule protecting such Documents. No Document shall be withheld under claim of privilege if produced or made available to any Government entity. If any Document protected by the attorney-client privilege, attorney work-product protection, or any other privilege is accidentally or inadvertently produced under this Paragraph, its production shall in no way be construed to have waived any privilege or protection attached to such Document. Upon notice by Panasonic of such inadvertent production, the Document shall promptly be destroyed and/or returned to Panasonic.

35. In the event that Panasonic produces Documents or provides declarations or written responses to discovery to any Government Entity or party in the actions in Automotive Parts Antitrust Litigation, 12-md-02311, concerning or relating to the Actions ("Relevant Production"), Panasonic shall produce all such Documents, declarations or written discovery responses to Automobile Dealership Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Panasonic to Automobile Dealership Plaintiffs. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in Automotive Parts Antitrust Litigation, 12-md-2311. Settlement Class Counsel may attend and/or participate in

any depositions of Panasonic witnesses in addition to the depositions set forth in Paragraph 36(c), and Settlement Class Counsel and settlement class counsel for the End-Payors may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and settlement class counsel for the End-Payors shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a Panasonic employee.

36. In addition, Panasonic shall provide additional Cooperation to Settlement Class Counsel as set forth in Paragraph 36(a)-(e). All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. Any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations, and any request for post-Execution Date transactional data pursuant to Paragraph 33(a), shall be coordinated with, and occur at the same time as, the Attorney Proffers, witness interviews, depositions and transactional data production to be provided in a contemporaneous settlement of the End-Payor Actions, Master File No. 12-md-02311, Case No. 13-cv-01303, Case No. 13-cv-01603, and Case No. 13-cv-01703 (the "End-Payor Actions"). Settlement Class Counsel and Panasonic shall use their best efforts, in consultation with settlement class counsel in the End-Payor Actions, to mutually agree upon five (5) persons relating to the Switches Action and to the SAS Action, and three (3) persons relating to the HID Ballasts Action, for a total of eight (8) persons whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Automobile Dealership Plaintiffs in the prosecution of the Switches, Steering Angle Sensor, and HID Ballasts claims in the Automotive Parts Litigation, 12-md-02311, for interviews and depositions, pursuant and subject to Paragraphs 36(b) and 36(c). To the extent that Settlement Class Counsel and settlement class counsel in the End-Payor Actions cannot agree on the selection of eight (8)

persons, Settlement Class Counsel, in consultation with Panasonic, may choose two (2) persons relating to the Switches Action and to the SAS Action and one (1) person relating to the HID Ballasts Action, and settlement class counsel in the End-Payor Actions, in consultation with Panasonic, may choose three (3) persons relating to the Switches Action and the SAS Action, and two (2) persons relating to the HID Ballasts Action, for a total of eight (8) persons, for such interviews and depositions. The total number of interviews provided pursuant to Paragraph 36(b) of this Agreement shall be eight (8), and the total number of depositions provided pursuant to Paragraph 36(c) of this Agreement shall be eight (8), based on representations by Panasonic that eight (8) is a reasonable number of witnesses, which representations have been relied upon in good faith by Settlement Class Counsel. Settlement Class Counsel may participate in all eight (8) depositions and interviews regardless of the selection process.

(a) Within thirty (30) days of the Execution Date of this Agreement, counsel for Panasonic will make themselves available in the United States for up to three (3) meetings of one (1) business day each to provide detailed proffers of the relevant facts known to them relating to Automobile Dealership Plaintiffs' allegations of price-fixing, bid-rigging, and market allocation of Switches, Steering Angle Sensors, and HID Ballasts ("Attorney Proffers"). As part of the Attorney Proffers, counsel for Panasonic will provide Automobile Dealership Plaintiffs with facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics, to the extent not covered by privilege or other protections available under any applicable statute or United States law, relating to the claims at issue in the Actions, including any information given to the DOJ, and transactions for sale of Switches, Steering Angle Sensors, and HID Ballasts inside the United States or that involve sales of Switches, Steering Angle Sensors, and HID Ballasts for installation in vehicles

known to be exported to the United States. Counsel for Panasonic will make themselves available for reasonable follow-up conversations in connection with the Attorney Proffers, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel. It is understood that Panasonic has no obligation to seek new or additional information or Documents from any of its employees, representatives, or agents with respect to any follow-up conversations; however, Panasonic will in good faith consider requests for new or additional information or Documents, and will produce such information or Documents, if appropriate, in its discretion. Automobile Dealership Plaintiffs and Settlement Class Counsel agree that all Attorney Proffers made by Panasonic's counsel shall be treated as "Highly Confidential," as said designation is described in the Protective Orders that will be issued in the Actions, and that they shall not use the information so received for any purpose other than the prosecution of claims in the Automotive Parts Antitrust Litigation, 12-md-02311, except as otherwise provided in this Settlement Agreement. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any Attorney Proffers or other statements made by counsel for Panasonic in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, Settlement Class Counsel may use (but shall not introduce an Attorney Proffer into the record, or depose or subpoena any Panasonic counsel related to an Attorney Proffer) information contained in such Attorney Proffers or other statements in the prosecution of its claims in all cases in the Automotive Parts Antitrust Litigation, 12-md-02311, except any claims against Releasees, and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice after preliminary approval, Panasonic shall, at Settlement Class Counsel's request, make reasonable efforts to make available for an interview with Settlement Class Counsel and settlement class counsel in the End-Payor Actions and/or their experts via videoconference or at a mutually agreeable location, up to five (5) persons relating to the Switches Action and the SAS Action, and up to three (3) persons relating to the HID Ballasts Action, for a total of up to eight (8) persons who are mutually agreed upon by the parties, and which may consist of current directors, officers, and/or employees of Panasonic (or former directors, officers, and/or employees of Panasonic, if such former employees agree to cooperate) whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Automobile Dealership Plaintiffs in the prosecution of the Switches, Steering Angle Sensor, and HID Ballasts claims in Automotive Parts Litigation, 12-md-02311. Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days at the request of the interviewee. Upon reasonable notice by Settlement Class Counsel, Panasonic shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. If any such interview takes place outside of the country of the witness's residence, Settlement Class Counsel shall pay such interviewee's economy class fares and reasonable travel costs incurred, such as lodging and meal expenses up to a limit of \$450 per day, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. If the interview and the below-described deposition occur during the same trip, the above-limitations will apply to that trip.

(c) Upon reasonable notice, Panasonic shall, at Settlement Class Counsel's request, make reasonable efforts to make available to appear for deposition (i) up to five (5) persons relating to the Switches Action and the SAS Action, and up to three (3) persons relating to the HID Ballasts Action, for a total of total of up to eight (8) persons, who Settlement Class Counsel and settlement class counsel in the End-Payor Actions select from among the same eight (8) persons who have been chosen for interviews pursuant to Paragraph 36(b), and to provide (ii) up to eight (8) declarations/affidavits from the same persons who have been chosen for interviews and depositions pursuant to Paragraph 36(b) and Paragraph 36(c). If Panasonic is unable to make those same persons available for deposition or declaration then Settlement Class Counsel may select a substitute deponent or declarant. Each deposition shall, to the extent practicable, and subject to any applicable orders of the Court, be conducted via videoconference or at a mutually agreed upon 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 twelve (12) hours, seven (7) of which would occur over two (2) consecutive days at the request of the deponent. Written notice by Settlement Class Counsel to Panasonic's counsel shall constitute sufficient service of notice for such depositions. 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, such as lodging and meal expenses up to a limit of \$450 per day, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. If the deposition and interview occur during the same trip, the above-limitations will



apply to that trip. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English.

(d) Upon reasonable notice, and subject to a good faith meet and confer between the parties to agree upon a reasonable number, Panasonic shall make reasonable efforts to provide, for trial testimony, if necessary, a minimum of three (3) persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 36(b) and 36(c), which may consist of current directors, officers, and/or employees of Panasonic (or former directors, officers, and/or employees of Panasonic, if such former employees agree to cooperate) whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Automobile Dealership Plaintiffs in the prosecution of the Switches, Steering Angle Sensor, and HID Ballasts claims in Automotive Parts Litigation, 12-md-02311. Settlement Class Counsel shall pay such witness' economy class fares and reasonable travel costs incurred, such as lodging and meal expenses up to a limit of \$450 per day, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered.

(e) In addition to its Cooperation obligations set forth herein, Panasonic agrees to produce through affidavit(s) or declaration(s) and/or at trial, if necessary and to the extent possible, in Settlement Class Counsel's discretion, representatives qualified to authenticate and/or establish as business records any of Panasonic's Documents and transaction and/or cost data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in the Actions. In addition, if not unduly burdensome, Panasonic agrees to produce through affidavit(s) or declaration(s) and/or at trial, if necessary, in Settlement Class Counsel's discretion, representatives qualified to establish any other necessary foundation for admission into evidence.

(f) Automobile Dealership Plaintiffs and Settlement Class Counsel agree they will not use the information provided by Panasonic or the Releasees or their representatives under this Paragraph for any purpose other than the prosecution of the Automotive Parts Litigation, 12-md-02311, provided they do not employ such information against Panasonic, and will not use it beyond what is reasonably necessary for the prosecution of the actions in 12-md-02311 or as otherwise required by law. All Documents and other information provided pursuant to this Agreement will be deemed "Highly Confidential," as said designation is described in the Protective Orders that will be issued in the Actions.

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

38. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 15-20 hereof, including final approval of "the Settlement Classes" as defined in Paragraph 11, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Automobile Dealership Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Panasonic, at any hearing or trial, or in support of any motion, opposition or other pleading in the Actions or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Actions, any deposition testimony or any documents provided by Panasonic and/or the Releasees, their counsel, or any individual made available by Panasonic pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein,

Automobile Dealership Plaintiffs and the Settlement Classes are not relinquishing any rights to pursue discovery against Panasonic in the event that this Agreement fails to receive final approval by the Court in each Action as contemplated in Paragraphs 15-20 hereof, including final approval of "the Settlement Classes" as defined in Paragraph 11, or in the event that it is terminated by either party under any provision herein.

39. Panasonic need not respond to formal discovery requests from Automobile Dealership Plaintiffs or otherwise participate in the Actions during the pendency of the Agreement, with the exception of the Cooperation provisions set forth above. Other than to enforce the terms of this Agreement, neither Panasonic nor Automobile Dealership Plaintiffs shall file motions against the other, in the Actions, during the pendency of the Agreement.

40. Panasonic and Automobile Dealership Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is submitted to the Court for Preliminary Approval.

41. If Settlement Class Counsel believes that any current employee, officer, or director of Panasonic has refused to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such current employee, officer or director of Panasonic to provide discovery.

K. Rescission if this Agreement is Not Approved or Final Judgments are Not Entered.

42. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify Settlement Classes in accordance with the specific settlement class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 19 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 their entirety, then Panasonic and Automobile Dealership 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 54. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Funds shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

43. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraph 42, then this Agreement shall be of no force or effect and any and all parts of the Settlement Funds caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Panasonic less only disbursements made in accordance with Paragraph 26 of this Agreement. Panasonic expressly reserves all of their rights and defenses if this Agreement does not become final.

44. Further, and in any event, Automobile Dealership Plaintiffs and Panasonic 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 any violation of any statute or law or of any liability or wrongdoing whatsoever by Panasonic, or the Releasees, to be used against Panasonic, or of the truth of any of the claims or allegations contained in the Complaints or any other pleading filed in the Actions, or by any person or entity in any other action, to be used against Panasonic and evidence thereof shall not be discoverable or used in any way, whether in the Actions or in any other action or proceeding, against Panasonic. Nothing in this Paragraph shall prevent Automobile Dealership Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 31-37, subject to the limitations in those paragraphs, against any other defendants in the Automotive Parts Litigation, 12-md-02311.

45. 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 Panasonic.

46. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 15-20 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Settlement Agreement, will be given to Settlement Classes.

L. Miscellaneous.

47. Panasonic 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.

48. This Agreement does not settle or compromise any claim by Automobile Dealership Plaintiffs or any Settlement Class Member asserted in the Complaints or, if amended, any subsequent Complaints, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Automobile Dealership Plaintiffs and the Settlement Classes. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees, for sales made by Panasonic and Panasonic's illegal conduct are specifically reserved by Automobile Dealership Plaintiffs and Settlement Class Members. Panasonic's sales to the Settlement Classes and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Actions 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 Actions or other persons or entities other than the Releasees.

49. 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 Automobile Dealership Plaintiffs and Panasonic. 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. Panasonic will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

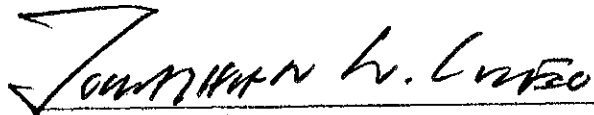
52. This Agreement may be executed in counterparts by Automobile Dealership Plaintiffs and Panasonic, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

53. Neither Plaintiffs nor Panasonic 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.

54. 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.

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

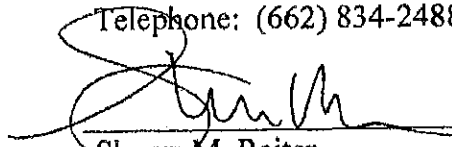
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Dated: February 27, 2015



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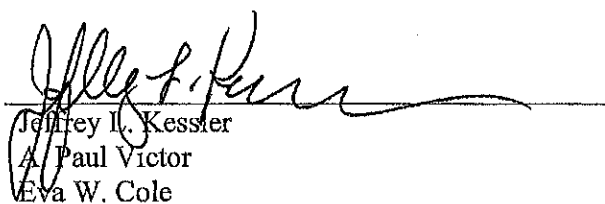
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# **EXHIBIT 2**