

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

IN RE: AUTOMOTIVE PARTS
ANTITRUST LITIGATION

Master File No. 12-md-02311

Case No. 12-cv-00603

PRODUCT(S):

OCCUPANT SAFETY RESTRAINT
SYSTEMS

THIS DOCUMENT APPLIES TO:
ALL AUTOMOBILE DEALERSHIP
ACTIONS

Hon. Marianne O. Battani

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this ___ day of September, 2014 ("Execution Date") by and between TRW Deutschland Holding GmbH and TRW Automotive Holdings Corp. (collectively, "TRW"), and Automobile Dealership Plaintiffs class representatives (collectively, "Automobile Dealership Plaintiffs"), both individually and on behalf of a class of automobile dealership indirect purchasers of Occupant Safety Restraint Systems (the "Settlement Class") as more particularly defined in Paragraph 9 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. 12-cv-00603 (the "Action") on their own behalf and on behalf of the Settlement Class against, among others, TRW;

WHEREAS, Automobile Dealership Plaintiffs allege that they were injured as a result of TRW's participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, allocate markets and customers for Occupant Safety Restraint Systems 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 Complaint (the "Complaint");

WHEREAS, TRW 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 TRW 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 Action and have concluded that resolving the claims against TRW, according to the terms set forth below, is in the best interest of Automobile Dealership Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as those terms are defined below) that TRW has agreed to provide pursuant to this Agreement;

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

WHEREAS, TRW, 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 TRW with respect to Occupant Safety Restraint Systems, based on the allegations in the Action, as more particularly set out below;

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

WHEREAS, Automobile Dealership Plaintiffs recognize the benefits of TRW's Cooperation and recognize that because of joint and several liability, the Agreement with TRW does not impair Automobile Dealership Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action:

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 as to Automobile Dealership Plaintiffs, the Settlement Class, or TRW, 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 30-36.
2. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by TRW under the terms of this Agreement.
3. "Defendant" means any party named as a defendant in this Action 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 all English translations in TRW's custody, possession or control.

5. "Automobile Dealership Plaintiff Class representatives" means those Settlement Class Members, as defined in paragraph 12, below, who are named plaintiffs in the Complaint.

6. "Indirect Purchaser States" means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

7. For purposes of this Agreement, "Occupant Safety Restraint Systems" shall have the same meaning as set forth in the Complaint at the time this Agreement is executed.

8. "Releasees" shall refer to TRW and to all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to, TRW Deutschland Holding GmbH and TRW Automotive Holdings Corp.; the predecessors, successors and assigns of either 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 Action other than TRW Deutschland Holding GmbH and TRW Automotive Holdings Corp.

9. "Releasers" shall refer to Automobile Dealership Plaintiff Class representatives and the members of the Settlement Class, as defined in Paragraph 10, 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.

10. For purposes of this Agreement, "Settlement Class" is defined as:

All automobile dealers from March 1, 2006 through the Execution Date who: (1) indirectly purchased one or more Occupant Safety System(s) for resale as a replacement part, which were manufactured or sold by any Defendant, any current or former subsidiary of a Defendant or any co-conspirator of a Defendant or (2) purchased for resale a new vehicle in the United States which included one or more Occupant Safety Restraint Systems as a component part, which were manufactured or sold by any Defendant, any current or former subsidiary of a Defendant or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal government entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Occupant Safety Restraint Systems directly or for personal or business use

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

Cunco 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

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

13. "Settlement Fund" shall be US \$1,719,900 as specified in Paragraph 22 plus accrued interest on said deposits set forth in Paragraph 23.

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

14. Automobile Dealership Plaintiffs and TRW 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.

15. Within five (5) days after the execution of this Agreement, Automobile Dealership Plaintiffs shall inform the Court that the Automobile Dealership Plaintiffs and TRW have finalized the agreement to settle the Action. Subsequently, at a time to be decided in their sole discretion but not to exceed forty-five (45) days after the execution of this Agreement, Automobile Dealership Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Motion"). The Motion shall include the proposed form of an order preliminarily approving this Agreement. The text of the proposed order preliminarily approving this Agreement shall be agreed-upon by Automobile Dealership Plaintiffs and TRW before submission of the Motion.

16. Automobile Dealership Plaintiffs, at a time to be decided in their sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all Settlement Class members identified by Automobile Dealership Plaintiffs (the "Notice Motion"). In order to mitigate the costs of notice, the parties shall endeavor, if practicable, to disseminate notice with any other settlements that are

reached. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

17. Automobile Dealership Plaintiffs shall seek, and TRW will not object unreasonably to, the entry of an order and final judgment, the text of which Automobile Dealership Plaintiffs and TRW shall agree upon. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 10, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class;

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

(d) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, 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 judgment of dismissal as to TRW shall be final.

18. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 10 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Action with prejudice

as to TRW 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 TRW described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to TRW 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 TRW have executed this Agreement, Automobile Dealership Plaintiffs and TRW shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 23(h), 41 or 42 of this Agreement.

19. 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, shall be deemed or construed to be an admission by TRW, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TRW, to be used against TRW, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, to be used against TRW, and evidence thereof shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding, against TRW. 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 TRW, 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 and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 30-36, against any other defendants in the Automotive Parts Antitrust Litigation, 12-md-02311 to establish any of the above.

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

20. 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 18 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 22 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) 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 any of them), concerning Occupant Safety Restraint Systems, 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 Action (the "Released Claims"), provided however, that nothing herein shall release: (1) any claims made by direct purchasers of Occupant Safety Restraint Systems as to such direct purchases; (2) any claims made by end payors that are indirect purchasers of Occupant Safety Restraint Systems;

(3) any claims made by any governmental entity agency, or instrumentality or political subdivision of a governmental entity, 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 Occupant Safety Restraint Systems; (5) claims concerning any automotive part other than Occupant Safety Restraint Systems; and (6) claims under laws other than those of the United States and the states thereof relating to purchases of Occupant Safety Restraint Systems made outside of the United States and, (7) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless the Agreement is, for any reason, not finally approved or is terminated.

21. In addition to the provisions of Paragraph 20 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, 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 20 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 TRW and Automobile Dealership Plaintiffs have agreed to release pursuant to Paragraph 20, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

22. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Defendant TRW shall pay the Settlement Amount of US \$1,719,900 (the "Settlement Amount"). The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 23 of this Agreement (the "Escrow Account") following execution of this Agreement and within ten (10) days after being provided with the W-9, account number, account name, and wiring information for the Escrow Account.

23. Escrow Account.

(a) The Escrow Account will be established at Huntington Bank N.A. with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and TRW, such escrow to be administered under the Court's continuing supervision and control.

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

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

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

(d) Automobile Dealership Plaintiffs and TRW 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 and/or Class Counsel as administrator of the settlement fund, and, as required by law, TRW, shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 23, 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 and/or Class Counsel 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 Class Counsel shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 23(d)) shall be consistent with Paragraph 23(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 23(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 TRW or any 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 23(d) through 23(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 23(f) ("Tax Expenses")), shall be paid out of the Settlement Fund.

(g) Neither TRW 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 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)). TRW shall not be responsible or have any liability therefor. Automobile Dealership Plaintiffs and TRW 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 23(d) through 23(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 10, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by TRW into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 25), shall be returned to TRW from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days. Furthermore, in the event that this Agreement does not receive final approval by the Court as set forth above and any costs, other than those expended or incurred in accordance with Paragraph 25, ("Other Costs") are deducted from the Settlement Fund, including, without limitation, interest incurred or penalties assessed due to any actions or inactions of the Escrow Agent or Class Counsel with respect to the Settlement Fund and indemnification payments to the Escrow Agent from the Settlement Fund pursuant to the any escrow agreement with the Escrow Agent, then Settlement Class Counsel shall pay TRW that amount of such Other Costs.

24. Exclusions.

Within ten (10) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for TRW. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, TRW reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member is an indirect purchaser of any allegedly price fixed Occupant Safety Restraint Systems and/or has standing to bring any claim.

25. Payment of Expenses.

Prior to this Agreement becoming final, TRW agrees to permit use of a maximum of US \$250,000 of the Settlement Fund towards notice to the class and the costs of administration of the Settlement Fund. The notice and administration expenses (up to the maximum of US \$250,000) 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 25 and Paragraph 35 TRW shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs.

(a) If Settlement Class Counsel enter into any other settlements on behalf of a class of Automobile Dealership Plaintiffs in the Auto Parts Antitrust litigation before notice of this Agreement is given to the Settlement Class, Settlement Class Counsel shall use their reasonable best efforts to provide a single notice to prospective Settlement Class members of all such settlements.

E. The Settlement Fund.

26. Releasers shall look solely to the Settlement Fund for settlement and satisfaction against the Releasees of all Released Claims, and shall have no other recovery against TRW or any Releasee.

27. After this Agreement becomes final within the meaning of Paragraph 18, the Settlement Fund shall be distributed in accordance with a plan to be submitted 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 with the exception of the provisions set forth in Paragraph 25 of this Agreement.

28. Automobile Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses, as provided by Court Order. TRW and the Releasees shall not be liable for any costs, fees, or expenses of any of Automobile Dealership 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.

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

(a) Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the settlement fund; 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 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 Fund.

(b) Subject to Court approval, Automobile Dealership 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. 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, 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 41 or Paragraph 42.

(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 TRW 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 Action.

(e) Neither TRW 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 Action.

F. Cooperation.

30. In return for the Release and Discharge provided herein, TRW agrees to pay the Settlement Amount and agrees to provide Cooperation to Automobile Dealership Plaintiffs as set forth specifically below. Notwithstanding anything to the contrary herein, all cooperation shall

occur in a manner that is in compliance with TRW's obligations to any Government Entities (as defined below) to the extent that such compliance is required by such Government Entities.

31. Within five (5) business days after Preliminary Approval by the Court of this Agreement, counsel for TRW shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of TRW who: (1) were interviewed and/or prosecuted by the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, and/or the European Commission or any other government entity (collectively referred to herein as "Government Entities") in connection with alleged violations with respect to Occupant Safety Restraint Systems; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Occupant Safety Restraint Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the investigations into the alleged violations with respect to Occupant Safety Restraint Systems. Neither TRW nor Counsel for TRW shall be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of TRW was identified to or appeared before.

32. Except as set forth therein, TRW will: (i) produce all English translations, to the extent they exist, of the Documents described in Paragraph 32(b)-(c) within fifteen (15) business days after Preliminary Approval by the Court of this Agreement; and (ii) substantially complete the production of the following Documents in TRW's possession, custody or control, set forth in subparagraphs (a)-(c) no later than ninety (90) calendar days after Preliminary Approval by the Court of this Agreement:

(a) Transactional data kept in the ordinary course of TRW's business, and to the extent that it exists in TRW's electronic databases and is reasonably accessible, concerning

TRW's bids, price submissions and sales of Occupant Safety Restraint Systems to Original Equipment Manufacturers or other purchasers of Occupant Safety Restraint Systems from January 1, 2001 to two years from 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 or price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total quantities of products comprising Occupant Safety Restraint Systems sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the TRW entity that submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and other price adjustments made to the products comprising Occupant Safety Restraint Systems sold in each sale, including through annual price reductions; (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) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) TRW's profits, losses and margins on the products comprising Occupant Safety Restraint Systems; (17) data showing TRW's costs to produce the products comprising Occupant Safety Restraint Systems; and (18) any other transactional data reasonably agreed to in writing between TRW's counsel and Settlement Class Counsel. TRW will not be obligated to produce any data for bids or proposals which have not been accepted, agreed to, or awarded. Except as provided herein, TRW will only produce the data that exists as of the Execution Date

of this Agreement and within two years of the Execution Date and will not be obligated to do any analyses of the data for Settlement Class Counsel, outside of the interviews described in paragraph 35(b), but will respond to reasonable inquiries from Settlement Class Counsel concerning the transactional data. TRW will provide any English translations of the above documents that may exist as of the Execution Date of this Agreement and within two years of the Execution Date. With respect to any electronic transactional data generated within the two years after the Execution Date of this Agreement, as referred to in Paragraph 32(a), TRW shall have no on-going obligation to produce such data as it is generated. However, TRW will provide, in response to a written request from Settlement Class Counsel to be made no sooner than two years after the Execution Date of this Agreement, a single production of electronic transactional data generated during the two years after the Execution Date of this Agreement, as it exists in TRW's electronic databases at the time of the request, beginning with a rolling production within sixty (60) days of the receipt of such request. TRW will preserve such data for two years after the execution date. TRW will produce transaction data only from existing electronic transaction databases and will not be required to compile any data from individual invoices or individual personal computers except that to the extent that TRW has not recorded or maintained electronic transaction data from any period between January 1, 2001 and two years after the Execution Date, TRW will use reasonable efforts to produce records of those sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Additionally, TRW will provide to Automobile Dealership Plaintiffs any electronic transactional data including documents falling into the above categories that is provided to plaintiffs in any other case involving Occupant Safety Restraint Systems claims in the Automotive Parts Litigation, 12-md-02311. Notwithstanding any other provision in this Agreement, Automobile Dealership

Plaintiffs agree that they, Settlement Class Counsel and their experts shall maintain the transactional data that TRW will produce as "Highly Confidential," as said designation is described in the Protective Order in this Action (Case No. 12-cv-0600, Doc.#77), except as provided herein and subject to any challenge that any party may make on a categorical basis, subject to the Protective Order and any orders of the Court.

(b) Documents, if any, provided to or seized by Government Entities as of the Execution Date of this Agreement relating to their investigation into alleged competition violations with respect to Occupant Safety Restraint Systems, to the extent such documents were created in the ordinary course of business. TRW shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which documents were provided or by which documents were seized.

(c) Non-privileged documents that are reasonably accessible that are sufficient to show TRW's general methodology for determination of its prices and bids for the products comprising the Occupant Safety Restraint Systems that it sells, 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.

(d) Non-privileged documents concerning Occupant Safety Restraint Systems, collected and reviewed in connection with TRW's internal investigation, that are relevant to the allegations in the Complaint, or that have been identified by TRW as relating to or concerning a communication, meeting, or agreement regarding Occupant Safety Restraint Systems, by any employee, officer or director of TRW with any employee, officer or director of another manufacturer or seller of Occupant Safety Restraint Systems, but that were not provided to or seized by Government Entities.

(e) Documents that are reasonably accessible sufficient to show how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Occupant Safety Restraint Systems, 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.

33. For all Documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work product doctrine; (3) a protective order, or (4) any other applicable privilege or doctrine protecting documents from disclosure, TRW shall provide a privilege log, to the extent already in existence or that comes into existence as a result of other litigation in Automotive Parts Antitrust Litigation ("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, upon notice by TRW of such inadvertent production, the Document shall promptly be destroyed and/or returned to TRW, and its production shall in no way be construed to have waived any privilege or protection attached to such Document.

34. In the event that TRW produces Documents or provides declarations or written responses to discovery to any Government Entity concerning Occupant Safety Systems, under any circumstances, to any party in this Action or in the other Occupant Safety Restraint System cases within Case No. 12-cv-0600 ("Relevant Production"), TRW 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 TRW to Automobile Dealership Plaintiffs. The production of relevant Documents shall include all English translations, to the extent they exist. This agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in this Action or in any other case involving Occupant Safety Restraint Systems claims in Automotive Parts Litigation, 12-md-02311. Settlement Class Counsel may seek to attend and/or participate in depositions of TRW witnesses in addition to the depositions set forth in Paragraph 35(c), and Settlement Class Counsel and settlement class counsel for the End-Payor Plaintiffs in Case No. 12-cv-00603 (the "End Payor Plaintiffs") may ask questions for a combined total of four (4) hours at such deposition, or an additional six (6) hours if an interpreter is requested, provided that the time for participation of Settlement Class Counsel and settlement class counsel for the End-Payor Plaintiffs shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a TRW employee.

35. In addition, TRW shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraph 35(a)-(f). All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. Settlement Class Counsel will use its best efforts to assure that 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 32(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 Plaintiff Actions, Master File No. 12-md- 02311, Case No. 12-cv-00603 (the "End-Payor Actions"). Settlement Class Counsel shall to the extent practicable jointly conduct with Settlement Class Counsel in the End-Payor Actions interviews and depositions of up to twelve (12) persons, pursuant to Paragraphs 35(b) and 35(c). Settlement Class Counsel and settlement class counsel in the End-Payor Actions shall make reasonable efforts to agree on the selection of the same twelve (12) persons, and, if they are unable to do so, shall meet and confer with TRW to identify additional persons beyond a total twelve (12) persons in this matter and in the End-Payor Actions, and TRW shall not unreasonably withhold consent to add additional persons (collectively referred to as the "Witnesses").

Within ten (10) business days after the production of documents, as set forth in paragraph 32 or upon reasonable notice thereafter, TRW's counsel will make themselves available in the United States for three (3) meetings of one (1) business day each to provide an attorney's proffer jointly to Settlement Class Counsel and Settlement Class Counsel in the End-Payor Plaintiff Actions of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law including any information given to the DOJ and transactions for sale of Occupant Safety Restraint Systems inside and outside of the United States. Thereafter, TRW's counsel will make themselves available for reasonable follow-up conversations. TRW will in good faith consider requests for new or additional information or documents.

(a) Notwithstanding any other provision in this Agreement, Automobile Dealership Plaintiffs agree that they, Settlement Class Counsel and their experts shall maintain all statements made by TRW's counsel as "Highly Confidential," as said designation is described in the Protective Order in this Action (Case No. 12-cv-0600, Doc.#77); and that they, Settlement Class Counsel and their experts 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. The parties and their counsel further agree that any statements made by TRW's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 35(a), shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, and except as to TRW, Settlement Class Counsel may use information contained in such statements in the prosecution of the claims in Automotive Parts Antitrust Litigation, 12-md-02311 and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice after Preliminary Approval of this Agreement, TRW shall make its best efforts to make available for interviews with Settlement Class Counsel and their experts, depositions, and testimony at hearings or trial, at a mutually agreed upon location or locations in the United States (except for testimony at hearings or trial), up to a total of twelve (12) of the Witnesses, who Settlement Class Counsel and Settlement Class Counsel in the End-Payor Plaintiff Actions select, and which may consist of current or former directors, officers, and/or employees of TRW who would reasonably assist Automobile Dealership Plaintiffs in the prosecution of the Occupant Safety Restraint Systems claims in Automotive Parts Litigation, 12-md-02311. Interviews shall each be limited to a total of eight (8) hours over

one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of fourteen (14) hours, which would occur over two (2) consecutive days at the request of the interviewee. Upon reasonable notice by Settlement Class Counsel, TRW 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 three (3) hours. To the extent that a person to be interviewed is not reasonably available in the United States for an interview, the interview will be conducted at a mutually agreed upon location elsewhere. In addition, notwithstanding the schedule set forth herein, to the extent that a person to be interviewed is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete interviews in a timely manner and in accommodation with such schedules.

(c) Upon reasonable notice, TRW shall, at Settlement Class Counsel's request, make its best efforts to make available to appear for deposition (i) a total of up to twelve (12) persons who Settlement Class Counsel and Settlement Class Counsel in the End-Payor Plaintiff Actions select from among the same twelve (12) persons who have been chosen for interviews pursuant to Paragraph 35(b), and to provide (ii) up to twelve (12) declarations/affidavits from the same persons who have been chosen for interviews and depositions pursuant to Paragraph 35(b) and Paragraph 35(c). If TRW 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 be conducted at a mutually agreed upon location, in the United States and shall each be limited to a total of twelve (12) hours over two days. To the extent that a witness is not reasonably available in the United States for deposition, the deposition will be conducted at a mutually agreed upon location elsewhere. In addition,

notwithstanding the schedule set forth herein, to the extent that a witness is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete depositions in a timely manner and in accommodation with such schedules.

(d) To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of eighteen (18) hours, six (6) of which would occur over three (3) consecutive days at the request of the deponent. Written notice by Settlement Class Counsel to TRW's counsel shall constitute sufficient service of notice for such depositions. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English.

(e) Upon reasonable notice, TRW shall make its best efforts to provide, for trial testimony, if necessary, up to six (6) persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 35(b) and 35(c), which may consist of current or former directors, officers, and/or employees of TRW whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Automobile Dealership Plaintiffs in the prosecution of the claims in Automotive Parts Litigation, 12-md-02311.

(f) In addition to its Cooperation obligations set forth herein, TRW agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of TRW'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 event that TRW produces Documents or provides declarations or written responses to discovery to any party in

the actions in Automotive Parts Antitrust Litigation, 12-md-02311 concerning or relating to this Action ("Relevant Production"), TRW 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 TRW to Automobile Dealership Plaintiffs.

(g) Automobile Dealership Plaintiffs and Settlement Class Counsel agree they and their experts will not use the information provided by TRW or the Releasees or their representatives under this Paragraph or any other paragraph in this Agreement for any purpose other than the pursuit of the Auto Parts Litigation, and will use it in the litigation consistent with the Protective Order, except as provided herein, 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 Order in this Action (Case No. 12-cv-0600, Doc.#77), subject to any challenge by any party on a document-by-document basis and any orders which may be entered by the Court, and subject to the Protective Order entered in the Action, except as provided herein, as if they had been produced in response to discovery requests and so designated. While Automobile Dealership Plaintiffs may employ knowledge that they have obtained from TRW's Cooperation under this Agreement in prosecuting the actions in 12-md-02311, Automobile Dealership Plaintiffs, Settlement Class Counsel and their experts shall otherwise treat all documents, testimony and statements provided by TRW as consistent with the protections of the Protective Order in this Action (Case No. 12-cv-0600, Doc #77). Notwithstanding the foregoing, no information, statements and testimony provided by TRW or

the Releasees or their representatives under this Paragraph shall be used against TRW in the prosecution of the claims in Automotive Parts Litigation, 12-md-02311.

(h) TRW'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, TRW'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 Action against the last Defendant.

36. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 14-18 hereof, including final approval of "the Settlement Class" as defined in Paragraph 10, 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 TRW, 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 this Action, any deposition testimony or any documents provided by TRW and/or the Releasees, their counsel, or any individual made available by TRW solely pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). This limitation shall not apply to any discovery of TRW which Settlement Class Counsel participates in as part of MDL 2311 consistent with this agreement. Notwithstanding anything contained herein, Automobile Dealership Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against TRW in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 14-18 hereof, including final approval of "the Settlement Class" as defined in Paragraph 10, or in the event that it is terminated by either party under any provision herein.

37. TRW need not respond to formal discovery requests made pursuant to the Federal Rules of Civil Procedure from Automobile Dealership Plaintiffs or otherwise participate in the Action during the pendency of the Agreement. Other than to enforce the terms of this Agreement, neither TRW nor Automobile Dealership Plaintiffs shall file motions against the other, in this Action, during the pendency of the Agreement.

38. TRW 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.

39. If Settlement Class Counsel believes that TRW or any current or former employee, officer or director of TRW has failed to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such cooperation.

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

40. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify a 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 judgment provided for in Paragraph 18 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then TRW 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 Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

41. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraph 41 or Paragraph 42, 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 TRW less only disbursements made in accordance with Paragraph 25 of this Agreement. Furthermore, in the event that this Agreement does not become final or otherwise is terminated pursuant to Paragraph 41 or Paragraph 42 and any Other Costs are deducted from the Settlement Fund, including, without limitation, interest incurred or penalties assessed due to any actions or inactions of the Escrow Agent or Class Counsel with respect to the Settlement Fund and indemnification payments to the Escrow Agent from the Settlement Fund pursuant to the any escrow agreement with the Escrow Agent, then Settlement Class Counsel shall pay TRW the amount of such Other Costs. The parties also agree that Automobile Dealership Plaintiffs will stipulate to allow TRW to refile any Motions to Dismiss which it had previously filed prior to the date of this Agreement. TRW expressly reserves all of their rights and defenses if this Agreement does not become final.

42. Further, and in any event, Automobile Dealership Plaintiffs and TRW 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 TRW, or the Releasees, to be used against TRW, or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action, or by any person or entity in any other action, to be used against TRW and evidence thereof shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding,

against TRW. Nothing in this Paragraph shall prevent Automobile Dealership Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 30-36, against any other defendants in any actions to establish any of the above.

43. 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 TRW.

44. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 14-18 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 Automobile Dealership Plaintiff Class representatives and Settlement Class Members.

H. Miscellaneous.

45. TRW 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.

46. This Agreement does not settle or compromise any claim by Automobile Dealership Plaintiffs or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent Complaint, 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 Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees, for sales made by TRW and TRW's alleged illegal conduct are specifically reserved by Automobile Dealership and Settlement Class Members. TRW'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 the Releasees.

47. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Automobile Dealership Plaintiffs and TRW. 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. TRW will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

49. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Automobile Dealership Plaintiffs and TRW. Without limiting the generality of the foregoing, upon final approval of this Agreement 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 TRW entities

which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

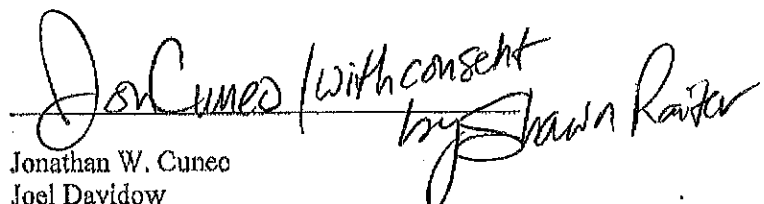
50. This Agreement may be executed in counterparts by Automobile Dealership Plaintiffs and TRW, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

51. Neither Automobile Dealership Plaintiffs nor TRW shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this agreement.

52. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that no notice of rejection or non-delivery of email is received), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

53. 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: September 12, 2014


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EXHIBIT 2