

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

LANDERS AUTO GROUP NO. 1,
INC. D/B/A LANDERS TOYOTA, *et*
al., on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ZF TRW AUTOMOTIVE HOLDING
CORP., ZF FREIDRICHSHAFEN
AG, LUCAS AUTOMOTIVE GMBH,
ROBERT BOSCH GMBH, and
ROBERT BOSCH LLC,

Defendants.

Master File No. 2:12-md-02311
Hon. Sean F. Cox

IN RE HYDRAULIC BRAKING
SYSTEMS

Case No. 21-cv-12002
21-cv-4502

THIS DOCUMENT RELATES TO:

AUTOMOBILE DEALERSHIP
ACTIONS

**FINAL JUDGMENT APPROVING SETTLEMENT AGREEMENT
BETWEEN DEALERSHIP PLAINTIFFS AND TRW DEFENDANTS**

This matter has come before the Court to determine whether there is any cause why this Court should not approve the settlement between the Automobile Dealership Plaintiffs (“Plaintiffs”) and ZF TRW Automotive Holdings Corp, ZF Friedrichshafen

AG (the successor in interest into which TRW KFZ Ausrüstung GmbH merged), and Lucas Automotive GmbH (now known as ZF Active Safety GmbH) (collectively “TRW”) set forth in the Settlement Agreement (“Agreement”), dated August 12, 2021, relating to the above-captioned action (the “Action”). The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed, has determined (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry of this final judgment approving the Agreement (the “Final Judgment”). Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication of this case on the merits as to the parties to the Agreement. Good cause appearing therefore, it is:

ORDERED, ADJUDGED AND DECREED THAT:

1. The definitions of terms set forth in the Agreement are incorporated herein as though fully set forth in this Judgment.

2. Pursuant to Federal Rule of Civil Procedure (“Rule”) 23(g), Class Counsel, previously appointed by the Court, Cuneo, Gilbert & LaDuca, LLP, Barrett Law Group, P.A., and Larson • King LLP, are appointed as Counsel for the Hydraulic Braking Systems Settlement Class (“Settlement Class”). These firms have, and will, fairly and competently represent the interests of the Settlement Class.

3. The Court has exclusive jurisdiction over the Settlement and the Agreement including the interpretation, administration and consummation of this settlement.

4. Plaintiffs, having filed a complaint in the Action alleging that TRW conspired to rig bids, allocate markets, and fix prices for Hydraulic Braking Systems, and TRW, having denied Plaintiffs' allegations and representing it would have asserted defenses thereto, have entered into the Agreement to settle the Action to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by the Agreement, and to put to rest with finality the Released Claims that have been or could have been asserted against TRW Releasees (as defined in the Agreement). Pursuant to the Agreement, TRW has agreed to provide specified monetary compensation to Plaintiffs, and to cooperate with Plaintiffs in connection with the continued prosecution of the Action as set forth in the Settlement Agreement.

5. The Court hereby finally approves and confirms the settlement set forth in the Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class Members pursuant to Rule 23.

6. The Court hereby dismisses on the merits and with prejudice the Action as to TRW, including all individual and class claims asserted against TRW with Plaintiffs and TRW to bear their own costs and attorneys' fees except as provided herein or in the Agreement.

7. All Releasors (as defined in the Agreement) shall, by operation of law, be deemed to have released all Releasees from the Released Claims. All entities who are Releasors or who purport to assert claims on behalf of Releasors are hereby barred and

enjoined from commencing, prosecuting, or continuing, either directly or indirectly in an individual or representative or derivative capacity, against the TRW Releasees, in this or any other jurisdiction, the Released Claims and any and all claims, causes of action or lawsuits, which they had, have, or in the future may have, arising out of or related to any of the Released Claims as defined in the Agreement.

8. The TRW Releasees are hereby and forever released and discharged with respect to the Released Claims and any and all claims or causes of action which the Releasers had, have, or in the future may have, arising out of or related to any of the Released Claims as defined in the Agreement. Neither the Agreement, this Final Judgment nor any act performed or document executed pursuant to the Agreement, shall be deemed or construed to be an admission by TRW or any other Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TRW or any other Releasee, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed or to be filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against TRW or any other Releasee.

9. The notice given to the Settlement Class of the settlement set forth in the Agreement and the other matters set forth herein was the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who could be identified through reasonable efforts. Said notice provided due and

adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

10. Without affecting the finality of this Final Judgment in any way, the Court hereby retains exclusive jurisdiction over: (a) the enforcement of this Final Judgment; (b) the implementation, enforcement, and performance of the Agreement and 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 Dealership Plaintiffs and TRW, including challenges to the reasonableness of any party's actions required by this Agreement; (c) any application for distribution of funds, attorneys' fees or reimbursement of costs and expenses made by Dealership Plaintiffs' Counsel; (d) any application for incentive awards for the Dealership Plaintiffs; and (e) the distribution of the settlement proceeds to Settlement Class members.

11. In the event that the settlement or Agreement does not become final in accordance with the terms of the Agreement, then this Final Judgment shall be rendered null and void and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void and the parties shall be returned to their respective positions *ex ante* and the parties shall take such other actions as specified in the Agreement in the event that the settlement or Agreement should not become final.

12. The Escrow Account, into which TRW has deposited assets with a total value of \$240,000.00 as the Settlement Amount (as defined in paragraph 17 of the Agreement), plus accrued interest thereon and net any expenses incurred as contemplated in paragraph 33 of the Agreement, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B-1 and the Treasury Regulations promulgated thereunder.

13. The Court finds, pursuant to Rule 54(a) and (b), that this Final Judgment should be entered and further finds that there is no just reason for delay in the entry of this Judgment, as a Final Judgment, as to TRW. `as provided herein is without prejudice to, or waiver of, the rights of any Defendant, including TRW, to contest certification of any other class proposed in any case within the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311. The Court's findings in this Final Judgment shall have no effect on the Court's ruling on any motion to certify any class in any case within the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311. No party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any class.

14. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

Dated: January 25, 2024

s/Sean F. Cox

Sean F. Cox

U. S. District Judge