

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

_____	:	
IN RE AUTOMOTIVE PARTS	:	Master File No. 2:12-md-02311
ANTITRUST LITIGATION	:	Judge Marianne O. Battani
	:	Magistrate Judge Mona K. Majzoub
_____	:	
IN RE ANTI-VIBRATIONAL RUBBER	:	Case No. 2:13-cv-00802
PARTS	:	
IN RE AUTOMOTIVE HOSES	:	Case No. 2:15-cv-03202
_____	:	
THIS DOCUMENT RELATES TO:	:	
AUTOMOBILE DEALERSHIP ACTIONS	:	
_____	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 1st day of August ~~July~~ 2016 (“Execution Date”) by and between Sumitomo Riko Co. Ltd.¹ and DTR Industries, Inc. (together, “SUMITOMO RIKO”) and Automobile Dealership Plaintiff Class Representatives (“Automobile Dealership Plaintiffs”), both individually and on behalf of classes of indirect purchasers of ANTI-VIBRATION RUBBER PARTS and AUTOMOTIVE HOSES (“Settlement Classes”), as more particularly defined in Paragraph 13 below.

WHEREAS, Automobile Dealership Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (“MDL Litigation”), which includes Case No. 2:13-cv-00802 (“Anti-Vibration Rubber Parts

¹ Automobile Dealership Plaintiffs named Tokai Rubber Industries, Ltd. in the Consolidated Amended Class Action Complaint in *In re Anti-Vibrational Rubber Parts*, Case No. 2:13-cv-00802, ECF No. 28 (June 21, 2014). Tokai Rubber Industries, Ltd. changed its name to Sumitomo Riko Co. Ltd. on October 1, 2014. “SUMITOMO RIKO” refers to Tokai Rubber Industries, Ltd., Sumitomo Riko Co. Ltd., and DTR Industries, Inc.

Action”) and Case No. 2:15-cv-03202 (“Automotive Hoses Action”) (together, “Actions”) on their own behalf and on behalf of the Settlement Classes;

WHEREAS, Automobile Dealership Plaintiffs allege that they were injured as a result of SUMITOMO RIKO’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Anti-Vibration Rubber Parts and Automotive Hoses (as defined below) in violation of Section 1 of the Sherman Act and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws as set forth in Automobile Dealership Plaintiffs’ Consolidated and Amended Class Complaint in the Anti-Vibration Rubber Parts Action (ECF No. 28) and Automobile Dealership Plaintiffs’ Class Action Complaint in the Automotive Hoses Action (ECF No. 1) (“Complaints”);

WHEREAS, SUMITOMO RIKO denies Automobile Dealership Plaintiffs’ allegations and has asserted defenses to Automobile Dealership Plaintiffs’ claims in the Actions;

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

WHEREAS, Automobile Dealership Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Actions and have concluded that resolving the claims against SUMITOMO RIKO, 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 Injunctive Relief and

Cooperation (as those terms are defined below) that SUMITOMO RIKO has agreed to provide pursuant to this Agreement;

WHEREAS, SUMITOMO RIKO, 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 release, order, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against SUMITOMO RIKO with respect to Anti-Vibration Rubber Parts and Automotive Hoses based on the allegations in the Actions, as more particularly set out below; and

WHEREAS, Automobile Dealership Plaintiffs recognize the benefits of SUMITOMO RIKO's Cooperation and Injunctive Relief and further recognize that because of joint and several liability, this Agreement with SUMITOMO RIKO does not impair Automobile Dealership Plaintiffs' ability to collect the full amount of damages from other parties to which Automobile Dealership Plaintiffs and the Settlement Classes may be entitled in the Actions, including any damages attributable to SUMITOMO RIKO'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 and except as hereinafter provided, without costs as to Automobile Dealership Plaintiffs, the Settlement Classes, or SUMITOMO RIKO, 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 Section K.

2. “Cooperation Materials” means any information, testimony, Documents (as defined below) or other material provided by SUMITOMO RIKO 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 date when the Court has entered a final order certifying the Settlement Classes described in Paragraph 13 and approving this Agreement under Federal Rule of Civil Procedure (“Rule”) 23(e).

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

5. “Automobile Dealership Plaintiff Class Representatives” mean those Settlement Class Members, as defined in Paragraph 15, below, 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, 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, “Anti-Vibration Rubber Parts” and “Automotive Hoses” shall have the same meaning as set forth in the operative 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 Classes.

9. "Releasees" shall refer to SUMITOMO RIKO and to all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including but not limited to the predecessors, successors and assigns of each of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. "Releasees" does not include any defendant in the MDL Litigation other than SUMITOMO RIKO.

10. "Releasors" shall refer to Automobile Dealership Plaintiffs and the members of the Settlement Classes, as defined in Paragraph 13, below, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

11. "Settlement Funds" shall refer to the Settlement Amount deposited in the Escrow Accounts (defined below), together with all interest earned thereon.

12. "Vehicles" shall refer to four-wheeled passenger automobiles, vans, sports utility vehicles, and crossover or pick-up trucks.

13. For purposes of this Agreement, the "Settlement Classes" are defined as follows:

(a) "AVRP Settlement Class" is defined as:

All Automobile Dealerships that, during the period from June 1, 1996, through the Execution Date, purchased a new Vehicle in the United States for resale that included one or more Anti-Vibration Rubber Parts as a component part, or indirectly purchased one or more Anti-Vibration Rubber Parts as a replacement part, which were manufactured or sold by a

Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Anti-Vibration Rubber Parts Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Anti-Vibration Rubber Parts directly or for resale.

(b) "Automotive Hoses Settlement Class" is defined as:

All Automobile Dealerships that, during the period from June 1, 2003, through the Execution Date, purchased a new Vehicle in the United States for resale that included one or more Automotive Hoses as a component part, or indirectly purchased one or more Automotive Hoses as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Automotive Hoses Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Automotive Hoses directly or for resale.

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

CUNEO GILBERT & LADUCA, LLP
507 C Street, N.E.
Washington, DC 20002

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

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

B. Approval of this Agreement and Dismissal of Claims Against SUMITOMO RIKO.

16. Automobile Dealership Plaintiffs and SUMITOMO RIKO 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 Rule 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Actions as to the Releasees only.

17. Within thirty (30) days after the execution of this Agreement, Automobile Dealership Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (“Motion”). The Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 19 below.

18. Automobile Dealership Plaintiffs shall, at a time to be decided in their sole discretion within one (1) year of the Execution Date, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all members of the Settlement Classes identified by Automobile Dealership Plaintiffs (“Notice Motion”). To mitigate the costs of notice, the Automobile Dealership Plaintiffs shall endeavor, if practicable, to disseminate notice with any other settlements that have been or are reached in the MDL Litigation at the time the Notice Motion is filed. The Notice Motion shall include a proposed form of, method for, and date of dissemination of settlement notice in the Actions.

19. Automobile Dealership Plaintiffs shall seek the entry of an order and final judgment in each Action. The terms of such proposed orders and final judgment will include, at a minimum, the substance of the following provisions:

- (a) certifying the Settlement Classes described in Paragraph 13, pursuant to Rule 23, solely for purposes of this settlement as Settlement Classes for the Actions;

- (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 and directing its consummation according to its terms;
- (c) as to SUMITOMO RIKO, 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 SUMITOMO RIKO, for the duration of its provision of Cooperation and Injunctive Relief pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;
- (e) determining under Rule 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Actions as to SUMITOMO RIKO shall be final; and
- (f) providing that (i) the Court's certification of the Settlement Classes is without prejudice to, or waiver of, the rights of any Defendant, including SUMITOMO RIKO, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the

Settlement Classes as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

20. This Agreement shall become final when (i) the Court has entered in the Actions a final order certifying the Settlement Classes described in Paragraph 13 and approving this Agreement under Rule 23(e) and has entered a final judgment in the Actions dismissing the Actions with prejudice as to SUMITOMO RIKO 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 SUMITOMO RIKO described in (i) hereof has expired in the Actions or, if appealed, approval of this Agreement and the final judgment in the Actions as to SUMITOMO RIKO has been affirmed in its 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 shall not be taken into account in determining the above-stated times. On the date that Automobile Dealership Plaintiffs and SUMITOMO RIKO have executed this Agreement, Automobile Dealership Plaintiffs and SUMITOMO RIKO shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 32 or 56.

21. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them (including Cooperation Materials produced pursuant to Section K), shall be deemed or construed to be an admission by SUMITOMO RIKO, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by SUMITOMO RIKO, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the

MDL Litigation, or any arbitration, action, or proceeding whatsoever, against SUMITOMO RIKO. Nothing in this Paragraph shall prevent Automobile Dealership Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section K, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation, to establish any of the above, or to develop and promulgate a plan of allocation and distribution. 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 SUMITOMO RIKO, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims (defined below), or as otherwise required by law.

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

22. 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 20 of this Agreement, and in consideration of payment of the Settlement Amount as specified in Paragraph 24 of this Agreement into the Escrow Accounts (defined below) and the injunction to be entered as described in Paragraph 33 of this Agreement, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to this Agreement or makes a claim upon or participates in the below-described Settlement Funds whether directly, representatively, derivatively or in any other capacity) that Releasors, 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 the Anti-Vibration Rubber Parts or Automotive Hoses, 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 the Anti-Vibration Rubber Parts or Automotive Hoses, provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Anti-Vibration Rubber Parts or Automotive Hoses; (2) any claims made by end-payor plaintiffs that are indirect purchasers of Anti-Vibration Rubber Parts or Automotive Hoses in the MDL Proceeding; (3) any claims made by truck and equipment dealerships that are indirect purchasers of Anti-Vibration Rubber Parts or Automotive Hoses (4) any claims made by any State, State agency, or instrumentality or political subdivision of a State, as to government purchases and/or penalties relating to Anti-Vibration Rubber Parts or Automotive Hoses; (5) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, warranty, securities, or similar claim relating to Anti-Vibration Rubber Parts or Automotive Hoses; (6) claims concerning any product other than Anti-Vibration Rubber Parts or Automotive Hoses; (7) claims under laws other than those of the United States relating to purchases of Anti-Vibration Rubber Parts or Automotive Hoses made outside of the United States; and (8) damage claims under the state or local laws of any jurisdiction other than an Indirect Purchaser State ("Released Claims"). 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 this Agreement is, for any reason, rescinded or terminated.

23. In addition to the provisions of Paragraph 22, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 20, any and all

provisions, rights, and benefits, as to their claims concerning Anti-Vibration Rubber Parts and Automotive Hoses conferred by Section 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 Section 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 22, 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 SUMITOMO RIKO and Automobile Dealership Plaintiffs have agreed to release pursuant to Paragraph 22, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

24. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, SUMITOMO RIKO, shall pay the Settlement Amount of US \$3,600,000.00 ("Settlement Amount"). The Settlement Amount shall be paid into escrow accounts in United States Dollars to be administered in accordance with the provisions of Section E ("Escrow Accounts") within thirty (30) days following entry of an order preliminarily approving this Agreement. The allocation of the Settlement Amount to each Settlement Class as

defined in Paragraph 13 above shall be determined by Settlement Class Counsel and subject to approval by the Court after notice to the Settlement Classes as directed by the Court.

E. Escrow Accounts.

25. The Escrow Accounts will be established at Huntington National Bank with such bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and SUMITOMO RIKO, such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

26. The Escrow Agent shall cause the funds deposited in the Escrow Accounts 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.

27. The 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 and/or further order(s) of the Court.

28. Automobile Dealership Plaintiffs and SUMITOMO RIKO agree to treat the Settlement Funds as being at all times qualified settlement funds within the meaning of Treasury Regulations Section 1.468B-1. In addition, Settlement Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 28, including the relation-back election (as defined in Treasury Regulations Section 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 Settlement 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.

29. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Escrow Account (including without limitation the returns described in Treasury Regulations Section 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 28) shall be consistent with Paragraph 28 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 Funds shall be paid out of the Escrow Account as provided in Paragraph 30 hereof.

30. All (i) 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 SUMITOMO RIKO or any other Releasee with respect to any income earned by the Settlement Funds for any period during which the Settlement Funds does not qualify as qualified settlement funds for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 25 through 32 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 29 ("Tax Expenses")), shall be paid out of the Settlement Funds.

31. Neither SUMITOMO RIKO nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Funds 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 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 Treasury Regulations Section 1.468B-2(1)(2)). SUMITOMO RIKO shall not be responsible or have any liability therefor. Automobile Dealership Plaintiffs and SUMITOMO RIKO 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 25 through 32.

32. If this Agreement does not receive Final Court Approval, including final approval of the Settlement Classes as defined in Paragraph 13 and 20, or if the Settlement Classes, or either one of them, are not certified for settlement purposes, then all amounts paid by SUMITOMO RIKO into the Settlement Funds (other than costs expended or incurred in accordance with Paragraphs 30 and 35), shall be returned to SUMITOMO RIKO from the Escrow Accounts by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Classes.

F. Injunctive Relief.

33. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided here, SUMITOMO RIKO agrees that it is enjoined for a period of 24 months from the date of the entry of final judgment from engaging in conduct that constitutes a *per se*

violation of Section 1 of the Sherman Act (whether characterized as price-fixing, market allocation, bid-rigging, or otherwise) with respect to the sale of any Anti-Vibration Rubber Parts and Automotive Hoses.

G. Exclusions.

34. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class(es) must file a timely and valid written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a timely request shall be excluded from the Settlement Class(es) 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 this Agreement upon Final Court Approval. Settlement Class Counsel shall, within ten (10) business days of the Opt Out Deadline, provide SUMITOMO RIKO with a list and copies of all timely and valid opt out requests it receives in each of the Actions 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 Class(es) 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. SUMITOMO RIKO reserves all of their 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 Anti-Vibration Rubber Parts or Automotive Hoses.

- (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 the 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) SUMITOMO RIKO 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.

H. Payment of Expenses.

35. SUMITOMO RIKO agrees to permit use of a portion of the Settlement Funds towards notice to the Settlement Classes and the costs of administration of the Settlement Funds. The notice and administration expenses 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, SUMITOMO RIKO shall not be liable for any of the costs or expenses of the litigation of 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 Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

36. To mitigate the costs of notice and administration, the Automobile Dealership Plaintiffs shall use their best efforts, if practicable, to disseminate notice with any other

settlements reached with other defendants in the MDL Litigation and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

I. The Settlement Funds.

37. Releasors' sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Funds, and Releasors shall have no other recovery against SUMITOMO RIKO or any other Releasee.

38. After this Agreement becomes final within the meaning of Paragraph 20, the Settlement Funds shall be distributed in accordance with a plan to be submitted to the Court 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 Funds, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 35.

39. Automobile Dealership Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Funds for all expenses and costs, as provided by Court Order. SUMITOMO RIKO and the other 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.

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

40. Settlement Class Counsel may submit an application or applications to the Court ("Fee and Expense Application") for: (i) a reasonable 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 ("Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall SUMITOMO RIKO or any other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Funds.

41. Subject to Court approval, 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 and incentive awards. 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 with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 32 or Paragraph 56.

42. 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.

43. Neither SUMITOMO RIKO nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Automobile Dealership Plaintiffs of any Fee and Expense Award in the Actions.

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

K. Cooperation.

45. In return for the release and discharge provided herein, SUMITOMO RIKO agrees to pay the Settlement Amount and be bound by the injunction described in Paragraph 33, and further agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Section K, until the time all cases in the MDL Litigation are dismissed. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with SUMITOMO RIKO's obligations to any Government Entities (defined as the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission ("JFTC"), the European Commission ("EU"), or any other government entity). SUMITOMO RIKO shall not be required to provide Documents or information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, any

applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a government entity. Cooperation shall be limited to Anti-Vibration Rubber Parts and Automotive Hoses. Any Cooperation Materials provided by SUMITOMO RIKO are governed by the Protective Orders entered or to be entered in the Actions, including the limitations contained in those Protective Orders on the uses to which information may be put and the persons to whom disclosure may be made, and may be designated "Confidential" or "Highly Confidential" as provided in those Protective Orders.

46. Identity of Individuals. SUMITOMO RIKO will provide Settlement Class Counsel with the identity of all current and former employees, directors, and officers of SUMITOMO RIKO who: (1) were interviewed by the DOJ, JFTC, or EU in connection with alleged anticompetitive activity concerning Anti-Vibration Rubber Parts or Automotive Hoses; or (2) appeared before the grand jury in the DOJ investigation of conduct concerning Anti-Vibration Rubber Parts and/or Automotive Hoses.

47. Documents. SUMITOMO RIKO will use its best efforts to substantially complete the production of the following Documents no later than 60 days after preliminary approval by the Court of this Agreement: (1) documents in the files of up to nine (9) document custodians, the identity of which will be agreed between the parties no later than 15 days following Execution of this Agreement, that are responsive to End-Payor Plaintiffs' First Request for the Production of Documents, served on SUMITOMO RIKO on June 16, 2015; and (2) Request for Quotation ("RFQ") files and Annual Price Reduction files ("APR") for the period from June 1, 1994 through February 28, 2013 concerning Anti-Vibration Rubber Parts, and from June 1, 2001 to February 28, 2013 concerning Automotive Hoses, incorporated in Vehicles manufactured and/or sold in the United States. These RFQ and APR files include documents concerning

SUMITOMO RIKO's determination of its prices for Anti-Vibrational Rubber Parts and Automotive Hoses; documents, if any, showing how SUMITOMO RIKO's employees were trained or instructed to bid and set prices, and documents relating to issued RFQs; SUMITOMO RIKO's bids submitted in response to RFQs; RFQ award notifications to SUMITOMO RIKO, and SUMITOMO RIKO's post-award price adjustments. All currently pending discovery requests will be withdrawn, and no further discovery will be sought from any SUMITOMO RIKO entity or Releasee other than as provided for in the settlement agreement.

48. Transactional Data. Transactional data, to the extent it exists in SUMITOMO RIKO's ERP system or financial and accounting electronic databases as of two years after the Execution Date of this Agreement, concerning SUMITOMO RIKO's sales of and bids for (to the extent bidding information exists in a database kept by SUMITOMO RIKO) (1) Anti-Vibration Rubber Parts for use in Vehicles sold in the United States to Original Equipment Manufacturers or other purchasers from June 1, 1994 until two years after the Execution Date and (2) Automotive Hoses for use in Vehicles sold in the United States to Original Equipment Manufacturers or other purchasers from June 1, 2001 to two years after the Execution Date of this Agreement. Except as provided herein, SUMITOMO RIKO 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 50. SUMITOMO RIKO will provide any translations of the above data that may exist as of the Execution Date of this Agreement. With respect to any electronic transactional data generated within the two years after the Execution Date of this Agreement, SUMITOMO RIKO shall have no on-going obligation to produce such data as it is generated. However, SUMITOMO RIKO will provide, in response to a written request from Settlement Class Counsel, a single production

of electronic transactional data for each of Anti Vibration Rubber Parts and for Rubber Hoses generated during the two years after the Execution Date of this Agreement, as it exists in SUMITOMO RIKO's electronic databases at the time of the request, within sixty (60) days of the receipt of such request. SUMITOMO RIKO will preserve such transactional data until two years after the Execution date of this Agreement. SUMITOMO RIKO will produce transactional 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 SUMITOMO RIKO has not recorded or maintained electronic transaction data for any period between June 1, 1994 and two years from the Execution Date of this Agreement for Anti-Vibration Rubber Parts or for any period between June 1, 2001 and two years from the Execution Date of this Agreement for Automotive Hoses, then SUMITOMO RIKO will use reasonable efforts to produce existing hard copy records of sales transaction for Anti-Vibration Rubber Parts or Automotive Hoses for use in Vehicles manufactured and/or sold in the United States, to the extent such hard copy records exist, but have not been recorded or maintained electronically in the existing electronic sales transaction databases.

49. In addition, after conducting a reasonable search, SUMITOMO RIKO shall, to the best of its knowledge, identify those Vehicles sold in the United States from June 1, 1994 until the Execution Date that contain their Anti-Vibration Rubber Parts and/or those Vehicles sold in the United States from June 2003 until the Execution Date Automotive Hoses sold by SUMITOMO RIKO.

50. Attorney Proffers and Witness Interviews. Additionally, SUMITOMO RIKO shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Section K.

- (a) SUMITOMO RIKO's counsel will make themselves available at a mutually agreed location in the United States for up to three (3) meetings of one business day each to provide an attorney's proffer of facts known to them. Automobile Dealership Plaintiffs and Settlement Class Counsel will not attribute any factual information obtained from Attorney Proffers to SUMITOMO RIKO or their counsel. Information provided in the attorneys' proffers shall be governed by the Protective Orders in the Actions, including the limitations contained in those Protective Orders on the uses to which information may be put and the persons to whom disclosure may be made. SUMITOMO RIKO further agrees to make up to six (6) persons available for interviews and depositions, provide up to six (6) declarations or affidavits from the same persons, and make those persons available to testify at trial in the Actions. SUMITOMO RIKO will consider in good faith any reasonable request by Automobile Dealership Plaintiffs for additional attorneys' proffers, interviews, and/or depositions to assist with litigation against the remaining defendants in the Anti-Vibration Rubber Parts and/or Automotive Hoses cases. Any deposition taken pursuant to this paragraph shall be conducted at a mutually agreed-upon location, and shall be limited to a total of seven (7) hours over one (1) day unless the deposition is in a language other than English, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) days.

- (b) In addition to its Cooperation obligations set forth herein, SUMITOMO RIKO 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 documents or transactional data produced or to be produced by SUMITOMO RIKO. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call SUMITOMO RIKO witnesses at trial for the purpose of obtaining such evidentiary foundations.

51. SUMITOMO RIKO's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, SUMITOMO RIKO'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.

52. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Classes as defined in Paragraphs 13 and 20, 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 SUMITOMO RIKO, 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 documents provided by SUMITOMO RIKO and/or the other Releasees, their counsel, or any individual

made available by SUMITOMO RIKO 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 SUMITOMO RIKO which Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, Automobile Dealership Plaintiffs and the Settlement Classes are not relinquishing any rights to pursue discovery against SUMITOMO RIKO in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Classes as defined in Paragraphs 13 and 20, or in the event that it is terminated by either party under any provision herein.

53. SUMITOMO RIKO need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Automobile Dealership Plaintiffs, meet and confer or otherwise negotiate with Automobile Dealership Plaintiffs regarding discovery requests previously served in the Actions or otherwise participate in the Actions during the pendency of the Agreement. Other than to enforce the terms of this Agreement, neither SUMITOMO RIKO nor Automobile Dealership Plaintiffs shall file motions against the other, in the Actions, during the pendency of the Agreement.

54. In the event that SUMITOMO RIKO produces Documents or provides declarations or written responses to discovery to any party or non-party in the Actions and/or in the MDL Proceeding concerning or relating to the Actions ("Relevant Production"), SUMITOMO RIKO 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 SUMITOMO RIKO to Automobile Dealership Plaintiffs. This Agreement does not restrict Settlement Class Counsel from noticing, attending and/or

participating in any deposition in the MDL Proceeding. Settlement Class Counsel may notice, attend and/or participate in any depositions of SUMITOMO RIKO's witnesses in addition to the depositions set forth in Paragraph 50, 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 SUMITOMO RIKO current or former employee without cause. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 50 above. Automobile Dealership Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 50 above are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication. This Agreement does not oblige SUMITOMO RIKO to make any current or former employees or corporate representatives available for any depositions other than those noticed pursuant to Paragraph 50 of this Agreement, and SUMITOMO RIKO retains and expressly reserves any and all rights and objections that it might otherwise have with regard to any depositions noticed pursuant to any authority other than that provided by Paragraph 50 of this Agreement.

55. If Settlement Class Counsel believe that SUMITOMO RIKO or any current or former employee, officer or director of SUMITOMO RIKO has failed to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such cooperation. Nothing in this provision shall limit in any way SUMITOMO RIKO's ability to defend the level of Cooperation it has provided or to defend its compliance with the terms of the Cooperation provisions in this Agreement.

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

56. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the 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 judgment provided for in Paragraph 20, 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 SUMITOMO RIKO 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 69. 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.

57. In the event that this Agreement does not become final as set forth in Paragraph 20, or this Agreement otherwise is terminated, 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 SUMITOMO RIKO less only disbursements made in accordance with Paragraphs 30 and 35. SUMITOMO RIKO expressly reserves all rights and defenses if this Agreement does not become final.

58. Further, and in any event, Automobile Dealership Plaintiffs and SUMITOMO RIKO agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by SUMITOMO RIKO, or the other Releasees to be used against SUMITOMO RIKO, or of (ii) the truth of any of the claims or allegations contained in the

Complaint or any other pleading filed in the MDL Litigation, to be used against SUMITOMO RIKO, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against SUMITOMO RIKO. Nothing in this Paragraph shall prevent Automobile Dealership Plaintiffs from using Cooperation Materials produced by SUMITOMO RIKO against any other Defendants in the MDL Litigation or the Actions to establish any of the above.

59. 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 SUMITOMO RIKO.

60. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Classes.

61. SUMITOMO RIKO, Automobile Dealership Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

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

63. 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 complaint, against any Defendant or alleged co-conspirator other than 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 Releasees for sales made by Releasees alleged illegal conduct are specifically reserved by Automobile Dealership Plaintiffs and Settlement Class Members. SUMITOMO RIKO's sales to the Settlement Classes and their 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 Releasees. SUMITOMO RIKO and Releasees shall not be responsible for any payment to Automobile Dealership Plaintiffs other than the amount specifically agreed to in Paragraph 24.

64. 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 SUMITOMO RIKO, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. SUMITOMO RIKO will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

executed by Automobile Dealership Plaintiffs and SUMITOMO RIKO, and approved by the Court.

66. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Automobile Dealership Plaintiffs and SUMITOMO RIKO. 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 Releasers. The Releasees (other than SUMITOMO RIKO entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

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

68. Neither Automobile Dealership Plaintiffs nor SUMITOMO RIKO 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.

69. 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 the recipient acknowledges having received that email, with an automatic "read receipt" or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

70. 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.

71. This Agreement shall become effective upon approval by the Board of Directors of SUMITOMO RIKO, and SUMITOMO RIKO shall promptly notify Automobile Dealership Plaintiffs upon receipt of such approval.

Date: August 1, 2016

Jonathan W. Cuneo

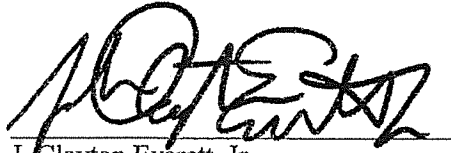
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