

EXHIBIT 4

**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 Hon. Marianne O. Battani
IN RE: WIRE HARNESS SYSTEMS	Case No. 2:14-cv-00107-MOB-MKM
THIS DOCUMENT RELATES TO: TRUCK AND EQUIPMENT DEALER ACTIONS	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is made and entered into this 18th day of August, 2016 (“Execution Date”) between Furukawa Electric Co., Ltd. and American Furukawa, Inc. (collectively, “Furukawa”), and Truck and Equipment Dealer Plaintiffs Class Representatives (collectively, “TED Plaintiffs”), both individually and on behalf of a class of truck and equipment dealer indirect purchasers of Vehicle Wire Harness Systems (the “Settlement Class”), as more particularly defined in Paragraph 11 below.

WHEREAS, TED Plaintiffs are prosecuting the above *In Re Automotive Parts Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (“MDL Litigation”), which includes Case Nos. 2:14-cv-14451 and 2:14-cv-00107 (collectively, the “Action”), on their own behalf and on behalf of the Settlement Class against, among others, Furukawa;

WHEREAS, TED Plaintiffs allege that they were injured as a result of Furukawa’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Vehicle Wire Harness Systems, defined in Paragraph 18 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 TED Plaintiffs’

First Amended Class Action Complaint, Case No. 2:14-cv-14451 (ECF No. 64) (the “Complaint”);

WHEREAS, Furukawa denies TED Plaintiffs’ allegations and has asserted defenses to TED Plaintiffs’ claims;

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

WHEREAS, TED Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving their claims against Furukawa, according to the terms set forth below, is in the best interest of TED Plaintiffs and the Settlement Class (as defined below) in light of the risks and expense of further litigation, the payment of the Settlement Amount (as defined below), and the value of the Cooperation (as defined below) that Furukawa has agreed to provide pursuant to this Agreement;

WHEREAS, this Action will continue against all other Defendants that have not entered into settlement agreements with TED Plaintiffs and are not Releasees (as defined below);

WHEREAS, Furukawa, despite its belief that it is not liable for the claims asserted and that it has meritorious defenses thereto, has nevertheless agreed to enter into this Agreement to avoid the further expense, inconvenience, and 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 Furukawa and the Releasees with respect to Vehicle Wire Harness Systems, based on the allegations in the Action, as more particularly set out below;

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

WHEREAS, TED Plaintiffs recognize the benefits of Furukawa's Cooperation and recognize that because of joint and several liability, this Agreement with Furukawa does not impair TED Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action from non-Releasees.

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 Furukawa and TED Plaintiffs, acting through their respective undersigned, duly authorized counsel of record that, subject to the approval of the Court, that the Action shall be settled, compromised, and dismissed on the merits with prejudice as to Furukawa and that the Releasees shall be released by the Settlement Class, without costs as to TED Plaintiffs, the Settlement Class, Furukawa, or the other Releasees, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Class Period" means the period from January 1, 1999 to the present.
2. "Cooperation" shall refer to those provisions set forth in Section J of this Agreement.
3. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material (including information from attorney proffers) provided by Furukawa or its counsel under the terms of this Agreement.

4. “Defendant” means any party named as a Defendant in this Action at any time, up to and including the Final Court Approval date as set forth in Paragraph 24 of this Agreement.

5. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including, without limitation, electronically-stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include all non-privileged English translations in Furukawa’s custody, possession, or control.

6. “Execution Date” means the date on which this Agreement has been fully signed and executed on behalf of both TED Plaintiffs and Furukawa and the last signature to the Agreement has been delivered.

7. “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.

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 Class and this Settlement.

9. “Releasees” means Furukawa Electric Co., Ltd. and American Furukawa, Inc., and all of their respective past and present, direct and indirect, parents, subsidiaries, associates, partnerships, and affiliates; 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, servants, heirs,

executors, administrators, and assigns of each of the foregoing. “Releasees” does not include the non-Furukawa Defendants in the Action, namely: Denso Corp., Denso International America, Inc., Leoni Wiring Systems, Inc., Leonische Holding, Inc., Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., K&S Wiring Systems, Inc., Sumitomo Wiring (U.S.A.), Inc., Yazaki Corporation, Yazaki North America, Inc., TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc., Tokai Rika Co., Ltd., G.S. Electech, Inc., and G.S.W. Manufacturing, Inc.

10. “Releasors” means all Settlement Class Members, as defined in Paragraph 13, below, and their respective past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, principals, 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, and any other claimant to the extent that he, she or it seeks now or in the future to assert, on their behalf or on behalf or for the benefit of one or more Releasors, claims for relief against any Releasee where such claims arise out of, or are based in fact or in law on, in whole or in part, the Released Claims (as defined below).

11. “Settlement Class” includes TED Plaintiffs and is defined as:

all present or former Truck and Equipment dealers that, during the Class Period, (a) purchased Vehicle Wire Harness Systems manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant; or (b) purchased Trucks and/or Equipment containing Vehicle Wire Harness Systems manufactured or sold by a Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator of a Defendant.

12. "Settlement Class Counsel" means the law firm of:

Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103

13. "Settlement Class Member" means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

14. "Settlement Fund" means the escrow account funded by Furukawa's payment of \$1,600,000.00 United States Dollars as specified in Paragraph 28, plus income and accrued interest thereon and less any authorized withdrawals.

15. "TED Plaintiffs" means those Settlement Class Members, as defined in Paragraph 13, above, who are named plaintiffs in the Complaint, or who are subsequently added as named plaintiffs in the Action up to and including the Final Court Approval date as set forth in Paragraph 24 of this Agreement.

16. "Trucks and/or Equipment" means light and medium-duty (Class 3, 4, 5, 6, and 7) trucks and heavy-duty (Class 8) trucks, buses, commercial vehicles (excluding automobiles, vans, sports utility vehicles, crossovers or pickup trucks, and/or similar motor vehicles sold by automobile dealers), construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles.

17. "Truck and Equipment dealer" means any dealer who sells or has sold "Trucks and/or Equipment."

18. "Vehicle Wire Harness Systems" means electrical distribution systems used to direct and control electronic components, wiring, and circuit boards of a vehicle, including the following: vehicle wire harnesses, speed sensor wire assemblies, vehicle electrical wiring, lead wire assemblies, cable bond, vehicle wiring connectors, vehicle wiring terminals, electronic

control units, fuse boxes, relay boxes, junction blocks, high voltage wiring, and power distributors.

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

19. On the Execution Date of this Agreement, TED Plaintiffs and Furukawa shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with Paragraph 30(d) or Paragraphs 57-59 of this Agreement.

20. TED Plaintiffs and Furukawa 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 Rule of Civil Procedure 23(e)) to secure the complete release of the Releasees and the final dismissal with prejudice of the Action as to Furukawa only. Notwithstanding anything to the contrary contained in this Agreement, if, prior to the issuance of notice to the Settlement Class of this Settlement, (a) the operative Complaint at the time of this Agreement is amended to allege additional or broader claims, a larger class, or a longer alleged conspiracy period, or (b) TED Plaintiffs and another Defendant enter into a settlement agreement that provides for a larger settlement class or a broader release than set forth in this Agreement, then the Settlement Class definition in this Agreement shall be immediately modified to reflect any larger settlement class in the subsequent settlement and the release contained herein shall be modified to give effect to any broader release in the subsequent settlement, preserving any other material terms of the existing release.

21. TED Plaintiffs, at a time to be decided in their sole discretion, but not to exceed forty-five (45) days after the execution of this Agreement, shall submit to the Court a motion seeking preliminary approval of this Agreement (the "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 23 below. The text of these proposed orders shall be agreed upon by TED Plaintiffs and Furukawa before submission of the Motion. Furukawa shall have reasonable notice of and opportunity to review and comment on the Motion, and TED Plaintiffs shall reasonably consider Furukawa's comments. TED Plaintiffs shall not initiate any discovery against Furukawa or the other Releasees pending issuance of an order preliminarily approving this Agreement. The terms of the proposed order preliminarily approving this Agreement will include, at a minimum, the substance of the following provisions:

- (a) preliminarily approving this Agreement as being fair, reasonable, and adequate to the Settlement Class;
- (b) preliminarily certifying the Settlement Class as meeting the standards for settlement classes under Rule 23;
- (c) appointing the law firm identified in Paragraph 12 of this Agreement as Settlement Class Counsel;
- (d) appointing TED Plaintiffs as class representatives of the Settlement Class;
- (e) directing that notice be given to the Settlement Class Members at a time and in a manner consistent with the terms of this Agreement;
- (f) approving the establishment of the Settlement Fund as defined in Paragraph 14;
- (g) providing that the Court's preliminary approval of this Agreement and preliminary certification of the Settlement Class will have no effect on the rights of any Defendant, including Furukawa, to contest the certification of any other proposed classes in the MDL Litigation; and

(h) staying the Action against Furukawa and the other Releasees for all purposes except those necessary to effectuate this Agreement.

22. TED Plaintiffs, at a time to be decided in their sole discretion, but no later than the time they seek authorization to disseminate notice of any other settlement in the Action, 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 TED Plaintiffs (the "Notice Motion"). In order to mitigate the costs of notice, TED Plaintiffs shall endeavor, to the fullest extent possible, to disseminate a combined notice to the Settlement Class of this Settlement and any other settlements that have been or are, by the time of the Notice Motion, reached in the Action. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice. TED Plaintiffs shall provide Furukawa with at least ten (10) business days in which to review and comment on the Notice Motion and proposed notices.

23. TED Plaintiffs shall seek, and Furukawa will not object unreasonably to, the entry of an order and final judgment by the Court in the Action, the text of which TED Plaintiffs and Furukawa shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

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

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

(c) solely as to Furukawa, directing that the Action, including the claims of the Settlement Class Members, 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, and over Furukawa for the duration of its Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

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

(f) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including Furukawa, 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 party's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or to any party's motion; and

(g) enjoining all Settlement Class Members, and their counsel, from asserting or prosecuting any claim or action against Furukawa or the other Releasees that are released by this Agreement.

24. This Agreement shall become final and be deemed to have received "Final Court Approval" within the meaning of this Agreement when: (a) the Court has entered a final order that is consistent with the requirements of Paragraph 23 above, including certifying the

Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e), and has entered a final judgment dismissing the Action with prejudice as to Furukawa and without costs to it other than those provided for in this Agreement; and (b) 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 Furukawa described in (a) hereof has expired and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or final approval order in the Action or to toll the time for appeal of the judgment or, if appealed, approval of this Agreement and the final judgment as to Furukawa 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.

25. 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 provided pursuant to Paragraphs 36-56), shall be deemed or construed to be an admission by Furukawa or the other Releasees, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Furukawa or the other Releasees or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, to be used against Furukawa or the other Releasees in any action or proceeding, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the MDL Litigation or in any other action, arbitration, or proceeding whatsoever against Furukawa or the other Releasees. 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 Furukawa 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 (as defined below), or as otherwise required by law. Nothing in this Paragraph shall prevent TED Plaintiffs from using and/or introducing into evidence the Documents, transactional data, and depositions, declarations/affidavits, or trial testimony produced pursuant to Paragraphs 36-56, subject to the limitations in those Paragraphs and the remainder of Section J, against any other Defendants in the Action, and subject to the terms and conditions set forth in the Stipulation and Protective Order Governing Production and Exchange of Confidential Information, ECF No. 200, 2:12-md-02311-MOB-MKM (filed July 10, 2012), entered by the Court in the MDL Litigation and in the Action (“Protective Order”), or to develop and promulgate a plan of allocation and distribution for the Settlement Class.

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

26. In addition to the effect of any final judgment entered in accordance with this Agreement, upon Final Court Approval of this Agreement as set out in Paragraph 24 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 28, into the Settlement Fund, the Cooperation provided pursuant to Paragraphs 36-56, 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, representative, or otherwise in nature (whether or not any Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in any other capacity), under any federal, state or local law of any jurisdiction in the United States, that 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 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 Vehicle Wire Harness Systems, including, but not limited to, any conduct alleged and causes of action asserted or that could have been alleged or asserted in any complaint filed in the Action (the "Released Claims"); provided, however, that nothing herein shall release: (a) any claims based solely on direct purchases of Vehicle Wire Harness Systems; (b) any claims by end-payors that are indirect purchasers of Vehicle Wire Harness Systems; (c) any claims by any State, State agency, or instrumentality or political subdivision of a State, as to government purchases and/or penalties relating to Vehicle Wire Harness Systems; (d) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or similar claims relating to Vehicle Wire Harness Systems; (e) claims concerning any automotive part other than Vehicle Wire Harness Systems; (f) claims under laws other than those of the United States and the states thereof relating to purchases of Vehicle Wire Harness Systems made outside of the United States; and (g) 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 based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

27. In addition to the provisions of Paragraph 26 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set forth in Paragraph 24,

any and all provisions, rights, and benefits as to their claims concerning Vehicle Wire Harness Systems 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 26 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 Furukawa and TED Plaintiffs have agreed to release pursuant to Paragraph 26 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

28. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, American Furukawa, Inc., on behalf of Furukawa, shall pay or cause to be paid the Settlement Amount of \$1,600,000.00 in United States Dollars (the "Settlement Amount"). Furukawa shall transfer the Settlement Amount to the Settlement Fund by wiring such funds to an escrow account to be administered in accordance with the provisions of Paragraph 29 of this Agreement (the "Escrow Account") within thirty (30) days following the later of the date (a) the Court enters an order preliminarily approving this Settlement as set forth

in Paragraph 21, or (b) Furukawa is provided with the account number, account name, and wiring transfer information for the Escrow Account. No part of the Settlement Amount paid by Furukawa shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures or punitive recoveries.

E. Escrow Account.

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

(b) The Escrow Agent shall cause the Settlement Amount deposited in the Escrow Account and the resulting Settlement Fund 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 or further order(s) of the Court.

(d) The Settlement Fund is, and shall be operated in a manner so that it qualifies as, a qualified settlement fund under Section 468B of the Internal Revenue Code, as amended (“Code”), and Treas. Reg. § 1.468B-1, *et seq.* TED Plaintiffs and Furukawa 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, Settlement Class Counsel and the Escrow Agent shall timely take such actions as are necessary to create and maintain the Settlement Fund's status as a qualified settlement fund, and shall timely make such elections as are necessary or advisable to carry out the provisions of this Paragraph 29, 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 Settlement Class Counsel or the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of Section 468B of the Code, and Treasury Regulation § 1.468B-2(k)(3), as amended, and the regulations promulgated thereunder, the "Administrator" shall be Settlement Class Counsel. Settlement Class Counsel, as administrator, shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under Section 468B of the Code, including, but not limited to, filing all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the information and tax returns described in Treas. Reg. §§ 1.468B-2(k)-(l)). Such returns (as well as the election described in Paragraph 29(d)) shall be consistent with the provisions of Paragraph 29(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 timely paid out of the Settlement Fund as provided in Paragraph 29(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 Furukawa or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 29(d) through 29(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 29(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither Furukawa nor any Releasee nor any Releasor nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Furukawa and the other Releasees and their respective counsel shall be indemnified and held harmless for such amounts (including taxes payable by reason of such indemnification) by the Settlement Fund. 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)). Neither Furukawa nor any Releasees shall be responsible or have any liability therefor or for any reporting requirements that may relate thereto. TED Plaintiffs and Furukawa 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 29(d) through 29(f).

(h) If this Agreement does not receive Final Court Approval, including final approval of the Settlement Class as defined in Paragraph 11, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Furukawa into the Settlement Fund (other than costs paid or incurred in accordance with this Paragraph 29 and Paragraph 31 below) shall be returned to Furukawa from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the denial of Final Court Approval of this Agreement and/or the Settlement Class.

(i) Furukawa consents to the expansion of the Escrow Account to include settlement funds from other Defendants in the Action, provided that the Settlement Fund shall be the subject of separate reporting by the Escrow Agent to Furukawa with respect to the Settlement Amount and that the expansion of the Escrow Account shall occur in a manner that is consistent with the provisions set forth in this Paragraph 29.

F. Exclusions.

30. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable 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 Furukawa with a

list and copies of all opt-out requests it receives and shall file under seal with the Court a list of all Settlement Class members who timely and validly opted out of the Settlement.

(a) Subject to Court approval, any Settlement Class member 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. Furukawa reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether any excluded Settlement Class member was qualified to be in the Settlement Class and to benefit from any tolling of applicable statutes of limitations, or has standing to bring any claim against Furukawa.

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

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

(d) The parties have, through their counsel of record, executed a Confidential Side Letter agreement that sets forth the conditions upon which Furukawa shall have the option to rescind, cancel, and terminate this Settlement Agreement (excepting Paragraphs 25, 29, 30(d), 31, 35(b), 37, 42, 54, 55, 58, 59, and 65 hereof) as a result of the cumulative timely and valid requests for exclusion from the Settlement Class, *provided, however*, that: (i) this option shall be exercised within ten (10) business days of Furukawa's receipt of the opt-out information required by this Paragraph 30 and by the Confidential Side Letter, whichever is later; and (ii) Furukawa

shall have the burden of demonstrating that the conditions for the exercise of this option has been met. If Furukawa elects to rescind, cancel, and terminate this Settlement Agreement in accordance with this Paragraph, the Escrow Agent shall, within ten (10) business days of termination of the Settlement Agreement, refund to Furukawa by wire transfer the portion of the Settlement Fund (including any and all income earned thereon) paid by Furukawa, less only any taxes paid or owed on the earnings of the Settlement Fund attributable to the Settlement Amount paid by Furukawa, and any Notice Costs or other expenditures authorized by this Agreement attributable to the Settlement Amount paid by Furukawa, that were paid out of the Settlement Fund prior to termination.

G. Payment of Expenses; Notice.

31. (a) Furukawa agrees to permit use of a maximum of \$100,000 of the Settlement Fund on an unrecoverable basis toward the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Fund. Any such costs paid out of the Settlement Fund are not recoverable if this Settlement does not become final or is terminated or rescinded, to the extent such costs are paid or incurred for notice and administration costs. The Escrow Agent shall return all remaining portions of the Settlement Funds to Furukawa should this Agreement not receive Final Court Approval or be terminated or rescinded. Other than as set forth in this Paragraph 31, Furukawa shall not be liable for any of the costs or expenses of the litigation incurred by TED Plaintiffs in the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master; appeals, trials, or the negotiation of other settlements; or for Settlement Class administration costs.

(b) To mitigate the costs of notice and administration, TED Plaintiffs shall use their best efforts, if practicable, to disseminate notice with any other settlements reached with other Defendants in the Action and to apportion the costs of notice and administration across the applicable settlements. Furukawa consents to the combination of notice of this Settlement to the Settlement Class with notice of one or more other settlements to the Settlement Class. In the event of such combined notices, the maximum unrecoverable notice costs chargeable to the Settlement Fund shall be equal to the total costs to provide combined notice to the Settlement Class divided by the total number of distinct settlements to which the settlement applies, but in no event shall the maximum unrecoverable notice costs exceed the \$100,000 notice cost cap provided for in this Paragraph.

H. The Settlement Fund.

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

33. After this Agreement becomes final within the meaning of Paragraph 24, the Settlement Fund shall be distributed in accordance with a plan to be submitted at a time to be determined in the sole discretion of Settlement Class Counsel, subject to approval by the Court. In no event shall Furukawa or 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.

34. TED Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for their reasonable costs and expenses, as provided by Court

order. Furukawa and the Releasees shall not be liable for any costs, fees, or expenses of any of TED Plaintiffs' or the Settlement Class's 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.

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

35. (a) Settlement Class Counsel may, after preliminary approval of the Agreement as set forth in Paragraph 21 and notice to the class, at a time to be determined in their sole discretion, submit an application to the Court (the "Fee and Expense Application") for: (i) an award of reasonable attorneys' fees not in excess of one-third of the Settlement Amount; plus (ii) reimbursement of expenses and costs reasonably incurred in connection with prosecuting the Action and reasonable incentive awards, plus interest on such attorneys' fees, costs, awards, 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 reserves the right to make additional applications from time to time for Court approval of fees and expenses reasonably incurred and reasonable incentive awards, but in no event shall Furukawa or the other Releasees be responsible to pay the Fee and Expense Award or any such additional fees and expenses.

(b) Subject to Court approval and except as provided herein, TED 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 of any part thereof,

subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 30(d) or Paragraphs 57-59.

(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 TED Plaintiffs 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 Furukawa 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 of any Fee and Expense Award in the Action.

(e) Neither Furukawa 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, 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.

J. Cooperation.

36. In return for the release, discharge, and covenant not to sue provided in this Agreement, Furukawa agrees to use its best efforts to provide satisfactory and timely

Cooperation, as set forth specifically in Paragraphs 37-56 below, until final judgment of all Vehicle Wire Harness Systems claims by TED Plaintiffs in the Action or dismissal with or without prejudice of all Vehicle Wire Harness Systems claims by TED Plaintiffs in the Action, whichever is earlier. Furukawa shall provide to Settlement Class Counsel the same substantial cooperation that it has provided to plaintiffs' counsel in connection with Furukawa's settlements with the putative class plaintiffs in Case No. 2:12-cv-00102 (E.D. Mich.) ("Auto Dealer Plaintiffs"), and Case No. 2:12-cv-00103 (E.D. Mich.) ("End-Payor Plaintiffs"), to the extent such cooperation obligations are consistent with those set forth in this Section J. TED Plaintiffs and Settlement Class Counsel agree to request such Cooperation only when and only to the extent reasonably necessary to their prosecution of the Action. All Cooperation shall be coordinated so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, shall not impose undue burden and/or expense on Furukawa, and shall occur in a manner that is in compliance with Furukawa's obligations to any Government Entities (as defined below), to the extent that such compliance continues to be required. Furukawa shall not be required to provide Documents or information protected by the attorney-client privilege, the attorney work product 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. In carrying out its cooperation obligations under Paragraphs 36 to 56, Furukawa will promptly provide to its customers any notices required under any applicable confidentiality agreements, will inform the customers that documents containing their confidential information will be designated Highly Confidential – Outside Attorneys' and Experts' Eyes Only under the Protective Order and will, as necessary, afford customers the opportunity to have their objections, if any, considered by the Court on a schedule that does not impede Furukawa's cooperation.

37. TED Plaintiffs and Settlement Class Counsel agree they will not use the Cooperation Materials provided by Furukawa or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the Action against parties other than Furukawa and the other Releasees, and will only use such Materials in the Action consistent with the Protective Order, and will not use them beyond what is reasonably necessary for the prosecution of such claims in the Action or as otherwise required by law. All Documents and other Cooperation Materials provided pursuant to this Agreement will be deemed “Highly Confidential,” as said designation is described in the Protective Order, and be subject to the Protective Order as if they had been produced in response to discovery requests and so designated.

38. Identity of Individuals. Within 45 days of the Execution Date of this Agreement, counsel for Furukawa shall provide Settlement Class Counsel with the identity of all current and former employees of Furukawa who: (a) were interviewed and/or prosecuted by the United States Department of Justice (“DoJ”), the Japanese Fair Trade Commission (“JFTC”), or the European Commission (collectively, referred to as “Government Entities”) in connection with alleged violations with respect to Vehicle Wire Harness Systems, if and to the extent such interviews and/or prosecutions related to Trucks and/or Equipment manufactured or sold in the United States; and/or (b) appeared before the grand jury in the DoJ’s investigation into alleged antitrust or competition law violations with respect to Vehicle Wire Harness Systems. Counsel for Furukawa shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee of Furukawa was identified or appeared before.

39. Attorney Proffer. Within 30 days of the Execution Date of this Agreement, counsel for Furukawa will make themselves available in the United States for a meeting of one (1) business day to provide a detailed proffer of the relevant facts known to them relating to TED Plaintiffs' allegations of price-fixing, bid-rigging, and market allocation of Vehicle Wire Harness Systems ("Attorney Proffer"). As part of the Attorney Proffer, Furukawa's counsel will provide TED Plaintiffs with relevant facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics, to the extent not covered by privilege or other protections available under any applicable statute or United States law or foreign law, relating to the claims at issue in this Action, including any information given to the DoJ and transactions for sale of Vehicle Wire Harness Systems inside the United States or that involve sales of Vehicle Wire Harness Systems for installation in vehicles known to be exported to the United States. Furukawa's counsel will make themselves available for reasonable follow-up telephone conversations in connection with the Attorney Proffer, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel. It is understood that Furukawa has no obligation to seek new or additional information or Documents from any of its employees, representatives, or agents with respect to the Attorney Proffer or any follow-up conversations; however, Furukawa will in good faith consider requests for new or additional information or Documents, and will produce such information or Documents, if appropriate, in its discretion. TED Plaintiffs and Settlement Class Counsel agree that all Attorney Proffers made by Furukawa's counsel shall be treated as "Highly Confidential," as said designation is described in the Protective Order, and that they shall not use the information so received for any purpose other than the prosecution of their claims in the Action against parties other than Furukawa and the other Releasees. Notwithstanding any other

provision of this Agreement, TED Plaintiffs, Settlement Class Counsel, and Furukawa and its counsel further agree that all Attorney Proffers or other statements made by Furukawa's counsel in connection with or as part of this Settlement or Agreement shall not be disclosed to any other party and shall be governed by Federal Rule of Evidence 408, and otherwise, shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, Settlement Class Counsel may use (but shall not cite, introduce an Attorney Proffer into the record, or depose or subpoena any Furukawa counsel regarding an Attorney Proffer) information contained in such Attorney Proffers in the prosecution of TED Plaintiffs' claims in the Action against parties other than Furukawa and the other Releasees, and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

40. Documents. Furukawa will use its best efforts, to the extent it is reasonable, to substantially complete production of non-privileged Documents in its possession, custody, or control that are responsive to TED Plaintiffs' current requests, as limited by agreement with Furukawa, and found in the files of agreed-upon custodians, no later than sixty (60) calendar days after the Court's entry of an order preliminarily approving this Agreement, including, but not limited to:

(a) All Documents that Furukawa produced to the DoJ in connection with its investigation of price-fixing, bid-rigging, and market allocation of Wire Harness Systems, including all English translations, to the extent they exist;

(b) All statements submitted to the JFTC by or on behalf of Furukawa employees that relate to the sale of Vehicle Wire Harness Systems for light and commercial trucks and equipment;

(c) Documents concerning Furukawa's determination of its prices for Vehicle Wire Harness Systems;

(d) Documents that relate to or concern the allegations in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement regarding Vehicle Wire Harness Systems, by an employee or representative of Furukawa with any employee or representative of another manufacturer or seller of Vehicle Wire Harness Systems;

(e) Documents, if any, concerning Furukawa's determinations of its prices for products comprising Vehicle Wire Harness Systems that it sells in the United States or for installation in vehicles that are known to be exported to the United States, including pricing policies, formulas and guidelines, and Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models;

(f) Documents, if any, concerning Vehicle Wire Harness Systems that were collected and reviewed in connection with Furukawa's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint; and

(g) Documents, if any, showing how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Vehicle Wire Harness 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.

41. The parties acknowledge that documents responsive to TED Plaintiffs' current requests may not exist; that Furukawa has already produced extensive responsive documents; that Furukawa is under no obligation to produce documents protected by the work-product doctrine, the attorney-client privilege, or any other privilege or doctrine protecting disclosure or documents where production is prohibited by the relevant antitrust agencies, the law of relevant foreign jurisdictions, court and/or protective order; and that Furukawa will not undertake further searches for documents responsive to Paragraph 40, provided, however, that Furukawa will consider a limited, targeted request for additional documents by TED Plaintiffs and respond in good faith to such request. TED Plaintiffs shall withdraw all currently pending discovery requests to Furukawa, and shall seek no further discovery from any entity affiliated with Furukawa or any current or former director, officer, or employee of any entity affiliated with Furukawa other than as provided for in this Agreement.

42. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agrees that it shall maintain, and limit disclosure and use of, all Documents produced by Furukawa in accordance with the provisions of the Protective Order, including, but not limited to, Documents designated by Furukawa as "Confidential" or "Highly Confidential," as said designations are described in the Protective Order, subject to any challenge that any party may make subject to the Protective Order and any orders of the Court.

43. For all Documents withheld from production pursuant to (a) the attorney-client privilege; (b) the work-product doctrine; (c) a protective order; or (d) any other applicable privilege or doctrine protecting Documents from disclosure, Furukawa shall provide a privilege log, to the extent it already exists or comes into existence as a result of other actions in the MDL Litigation, 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. Should Furukawa inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by a government entity, TED Plaintiffs agree (i) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement, (ii) to return such Documents to Furukawa and/or destroy any copies of such Documents upon a written request from Furukawa, and (iii) that such documents shall not be used by TED Plaintiffs or Settlement Class Counsel for any purpose.

44. Transactional Data. Within 90 days of the Execution Date of this Agreement, Furukawa will produce transactional data, to the extent it exists, is reasonably accessible in Furukawa's electronic databases, and has not already been produced, that is responsive to TED Plaintiffs' current requests, as limited by agreement with Furukawa, concerning Furukawa's sales of Vehicle Wire Harness Systems to Original Equipment Manufacturers ("OEMs") or other purchasers of Vehicle Wire Harness Systems from January 1, 2003 to December 31, 2014, including available transactional data, if any, containing the following information: (a) the date for each sale; (b) the final price of each sale; (c) the purchaser to whom each sale was made; (d) the model, model year(s), and brand of vehicle for which each sale was made, as well as the country of sale of said vehicles; (e) the total amount of products comprising Vehicle Wire Harness Systems sold in each sale; (f) the location where each sale was made; (g) the Furukawa entity that made each sale; (g) any ancillary costs associated with each sale such as tooling costs; (h) Furukawa's profits, losses and margins on the products comprising Vehicle Wire Harness Systems and other reasonably available financial information, *e.g.*, balance sheets and ledger data; (i) Furukawa's costs to produce the products comprising Vehicle Wire Harness Systems;

and (j) any other transactional data reasonably agreed to in writing between Furukawa's counsel and Settlement Class Counsel. Furukawa will not be obligated to do any analyses of the data for Settlement Class Counsel, outside of the attorney proffers described in Paragraph 39. Furukawa will provide any translations of the above data by Furukawa that may exist as of the Execution Date of this Agreement. Furthermore, Furukawa shall only be obligated to provide transactional data regarding sales of Vehicle Wire Harness Systems sold to customers in the United States or sold to customers outside the United States for installation in vehicles known to be exported to the United States. Furukawa's counsel will make themselves available for reasonable follow-up telephone conversations regarding the transactional data, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel. Furukawa shall use reasonable efforts to determine its sales of Vehicle Wire Harness Systems sold to customers outside the United States for installation in vehicles exported to the United States.

45. With respect to electronic transactional data generated within the two years after the Execution Date of this Agreement, Furukawa shall have no on-going obligation to produce such data as it is generated. However, Furukawa will provide, in response to a written request from Settlement Class Counsel, a single production of electronic transactional data generated during the period from January 1, 2015 to two years after the Execution Date of this Agreement, as it exists in Furukawa's electronic databases at the time of the request, within ninety (90) days of the receipt of such request. Furukawa will preserve such transactional data until two years after the Execution date of this Agreement. Additionally, Furukawa will provide to TED Plaintiffs any later-generated electronic transactional data that is provided to plaintiffs in any other case involving Vehicle Wire Harness Systems claims in the MDL Litigation. Except as provided herein, Furukawa will only produce data that exists as of the Execution Date.

46. Furukawa will produce transactional data only from existing electronic transactional databases. It is understood that certain categories of the information described in Paragraph 44 may not be maintained by Furukawa in the form of transactional data. In producing transactional data pursuant to Paragraphs 44 and 45, Furukawa is not obligated to compile any data from any less centralized or comprehensive source, including, without limitation, individual invoices, purchase orders, personal computers, hard copy files, transactional Documents, servers or manufacturing facilities. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agrees that it shall maintain all data produced by Furukawa as “Highly Confidential,” as said designation is described in the Protective Order, subject to any challenge that any party may make subject to the Protective Order and any orders of the Court, and that it shall not use the information so received for any purpose other than the prosecution of TED Plaintiffs’ claims in the Action against parties other than Furukawa and the other Releasees.

47. Interviews. Upon reasonable notice after preliminary approval of this Agreement by the Court, Furukawa shall, at Settlement Class Counsel’s request, make available for a single interview with Settlement Class Counsel and/or Settlement Class Counsel’s experts at a mutually agreed-upon location, a total of up to four (4) persons selected by Settlement Class Counsel, including, but not limited to, Fumikazu Koibuchi. All interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of thirteen (13) hours, which would occur over two (2) consecutive days. Upon reasonable notice, Furukawa agrees to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions at the request of Settlement Class Counsel for a period not to exceed two (2) hours

per person. To the extent applicable, any such interviews shall be conducted on consecutive days jointly with counsel for the Auto Dealer Plaintiffs and End-Payor Plaintiffs.

48. Depositions. Upon reasonable notice after preliminary approval of the Settlement Agreement, Furukawa shall, at Settlement Class Counsel's request, use its best efforts to make available to appear for deposition a total of up to four (4) persons whom Settlement Class Counsel select from among the same persons who have been chosen for interviews pursuant to Paragraph 47 and/or to provide declarations or affidavits from the same persons who have been chosen for interviews and/or depositions pursuant to Paragraphs 47 and 48. If Furukawa is unable to make those same persons available for deposition or affidavit, then Settlement Class Counsel may select a substitute deponent or declarant. Each deposition shall be conducted at a mutually agreed-upon location and shall be limited to a total of seven (7) hours. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of thirteen (13) hours, which would occur over two (2) consecutive days. TED Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken pursuant to this Paragraph are coordinated with any other depositions noticed in the Action to avoid unnecessary duplication. No deponent shall be deposed pursuant to Rule 30(b)(1) more than once in the MDL Litigation.

49. Trial Testimony. Upon reasonable notice, Furukawa shall, at Settlement Class Counsel's request, use its best efforts to provide, for trial testimony, if necessary, up to three (3) persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 47 and 48, who may be current or former employees, representatives, or agents of Furukawa whom Settlement Class Counsel, in consultation with counsel for Furukawa, reasonably and in good faith believe possess knowledge of facts or information that would assist in the prosecution

of TED Plaintiffs' Vehicle Wire Harness Systems claims against parties other than Furukawa and the other Releasees in the Action.

50. If any interview, deposition, or trial testimony pursuant to this Agreement takes place outside of the country of the witness's residence, Settlement Class Counsel shall reimburse Furukawa for such person's economy class air fare and up to \$450 per day for lodging and expenses. It is understood that Furukawa may be unable to make available for an interview, deposition, declaration or affidavit, or trial testimony any person who is no longer an officer, director, or employee of Furukawa at the time Settlement Class Counsel request such interview, deposition, declaration or affidavit, or trial testimony. Notwithstanding anything to the contrary contained herein, the numbers of and time limits for depositions and interviews set forth in this Agreement reflect the total amount of time that all settlement classes of Plaintiffs in the MDL Litigation may interview or depose designated Furukawa employees, but those total times will not be reduced should a settlement with a given settlement class be terminated or not approved.

51. In the event that Furukawa produces any Document or provides declarations or written responses to discovery to any party in the MDL Litigation concerning or relating to the Action ("Relevant Production"), Furukawa shall produce all such Documents, declarations, or written discovery responses to TED Plaintiffs contemporaneously with making the Relevant Production, to the extent such Documents, declarations, or written discovery responses have not previously been produced by Furukawa to TED Plaintiffs. The production of relevant Documents shall include all English translations, to the extent they exist.

52. In addition to their Cooperation obligations set forth herein, if not unduly burdensome, Furukawa agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion and upon reasonable notice, a reasonable number of

current employees whom Settlement Class Counsel, in consultation with counsel for Furukawa, reasonably and in good faith believe are 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 Furukawa. Settlement Class counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Furukawa employees as witnesses at trial for the purpose of obtaining such evidentiary foundations. Nothing in this Paragraph shall prevent Furukawa from objecting to the reasonableness of the number or identity of such persons selected by Settlement Class Counsel. Settlement Class Counsel shall reimburse Furukawa for reasonable travel expenses incurred by any such person in connection with his or her trial testimony, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. To the extent a person selected by Settlement Class Counsel cannot travel to provide trial testimony, Furukawa shall use its best efforts to provide for *de bene esse* trial deposition testimony.

53. Furukawa's obligations to provide Cooperation shall not be affected by the Release set forth in this Agreement. Unless this Agreement is terminated, rescinded, disapproved, or otherwise fails to take effect, Furukawa's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment or a dismissal with or without prejudice has been entered in the Action against the last Defendant named in the Complaint, whichever is earlier. If Settlement Class Counsel believes that Furukawa has refused to use its best efforts to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Furukawa. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling Furukawa to use best efforts. Nothing in this Paragraph shall limit in any way Furukawa'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.

54. If this Agreement does not receive Final Court Approval, is terminated, rescinded, disapproved, otherwise fails to take effect, or if final judgment or a dismissal with or without prejudice has been entered by the Court against all Defendants in the Action (collectively, "Court Termination"), unless otherwise agreed by Furukawa, within sixty (60) days after Court Termination, TED Plaintiffs must return or destroy all Cooperation Materials received from Furukawa to the extent required by the Protective Order, and must comply with all other terms of the Protective Order governing such return or destruction.

55. In the event that this Agreement fails to receive Final Court Approval as contemplated in Paragraphs 22-24 hereof, including final approval of the Settlement Class, or in the event that the Agreement is terminated or rescinded by either party under any provision herein, the parties agree that neither TED Plaintiffs nor Settlement Class Counsel shall be permitted to introduce evidence against Furukawa, 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 Attorney Proffers, deposition testimony, Documents, or other Cooperation Materials provided by Furukawa and/or the other Releasees, their counsel, or any individual made available by Furukawa pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, TED Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Furukawa in the event that this Agreement fails to receive Final Court Approval as contemplated in Paragraphs 22-24 hereof,

including Final Court Approval of the Settlement Class, or in the event that it is terminated or rescinded by either party under any provision herein.

56. Furukawa need not respond to formal discovery requests from TED Plaintiffs or otherwise participate in the Action during the pendency of the Agreement with the exception of the Cooperation set forth in Section J of this Agreement. Within five days of the Execution Date, the parties shall mutually withdraw any discovery requests served on each other and shall withdraw from participation in any pending motions filed against each other. This withdrawal of discovery and pending motions shall be without prejudice to reinstating such discovery or motions if this Agreement fails to receive Final Court Approval or in the event that it is terminated or rescinded by either party under any provision herein. Other than to enforce the terms of this Agreement, neither Furukawa nor TED Plaintiffs shall file motions against the other, in this Action, during the pendency of the Agreement.

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

57. If the Court refuses to approve this Agreement or any part hereof, including but not limited to, if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in Paragraph 11 of 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 23 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 Furukawa and TED 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 71. 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, or a basis to rescind this Agreement.

58. In the event that this Agreement does not receive Final Court Approval, or this Agreement otherwise is terminated or rescinded pursuant to Paragraph 30(d) or Paragraphs 57-59, then: (a) this Agreement shall be of no force or effect, except as expressly provided in this Agreement; (b) any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith by wire transfer to Furukawa pursuant to written wire transfer instructions provided by Furukawa's counsel, less only disbursements made in accordance with Paragraph 31 of this Agreement; and (c) Furukawa shall be entitled to any tax refunds owing to the Settlement Fund. At the request of Furukawa, Settlement Class Counsel shall file claims for any tax refunds owed to the Settlement Fund and pay the proceeds, after deduction of any fees and expenses incurred with filing such claims for tax refunds, to Furukawa. Furukawa expressly reserves all of its rights and defenses if this Agreement does not become final.

59. Further, and in any event, TED Plaintiffs and Furukawa 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 (a) violation of any statute or law or of any liability or wrongdoing whatsoever by Furukawa or the other Releasees, to be used against Furukawa or the other Releasees; or (b) of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL Litigation, or by any person or entity in any other action or proceeding, to be used directly or indirectly against Furukawa or the other Releasees, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action, the MDL

Litigation, or in any other action or proceeding to the fullest extent permitted by applicable law. Nothing in this Paragraph shall prevent TED Plaintiffs from using Documents, transactional data, and witness declarations/affidavits, or deposition or trial testimony provided pursuant to Paragraphs 36-56, as otherwise authorized in this Agreement, against any other Defendant in the MDL Litigation, including, but not limited to, the Yazaki Defendants, to establish any of the above.

60. 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 Furukawa.

61. The parties to this Agreement contemplate and agree that, prior to Final Court Approval of the Settlement and this Agreement as set forth in Paragraphs 22-24 hereof, appropriate notice (a) of the Settlement, and (b) of the hearing at which the Court will consider the final approval of this Settlement and Agreement will be given to the Settlement Class members.

62. Furukawa, TED 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.

L. Miscellaneous.

63. Furukawa 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.

64. This Agreement does not settle or compromise any claim by TED 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 Furukawa and the other Releasees. All rights against such other Defendants or any other alleged co-conspirators are specifically reserved by TED Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future defendants or alleged co-conspirators or any other person other than Furukawa and the other Releasees, for sales made by Furukawa and Furukawa's alleged illegal conduct, are specifically reserved by TED Plaintiffs and Settlement Class Members. Furukawa's indirect sales to the Settlement Class and its alleged illegal conduct shall, to the fullest 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 and all other persons or entities other than Furukawa and the other Releasees.

65. The Court shall retain jurisdiction over the parties and the Settlement Fund for the purposes of 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 TED Plaintiffs and Furukawa. 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.

66. This Agreement constitutes the entire, complete and integrated agreement between and among TED Plaintiffs, the Settlement Class, and Furukawa pertaining to the settlement of the Action against Furukawa, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between TED Plaintiffs and Furukawa in connection herewith. This Agreement may not

be modified or amended except in writing executed by TED Plaintiffs and Furukawa, and approved by the Court.

67. The Settlement Class Members and Settlement Class Counsel, or any of them, may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of this Settlement, but the subsequent discovery or existence of such different or additional facts shall have no bearing on the validity of this Settlement and Agreement once executed and shall not serve as a basis for any party to challenge or otherwise seek to rescind, terminate, or cancel the Settlement or this Agreement.

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

69. This Agreement may be executed in counterparts by TED Plaintiffs and Furukawa, and a facsimile or emailed .pdf signature shall be deemed an original signature for purposes of executing this Agreement.

70. Neither TED Plaintiffs nor Furukawa 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.

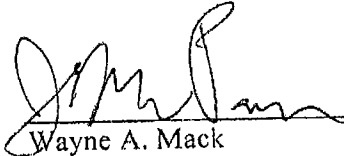
71. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice,

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.

72. 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 as of the Execution Date, subject only to Court approval.

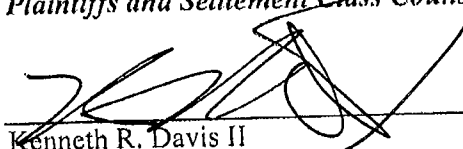
[Remainder of page intentionally left blank—signature page to follow.]

Dated: August 3, 2016


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