EXHIBIT 3

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

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION In re: Wire Harness Systems	Master File No. 12-md-02311 Hon. Marianne O. Battani
THIS DOCUMENT APPLIES TO: Truck and Equipment Dealer Actions	14-cv-00107-MOB-MKM 2:14-cv-14451-MOB-MKM

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 27th day of July, 2016 ("Execution Date") by and between LEONI Wiring Systems, Inc. and Leonische Holding Inc. (together, "LEONI") and Truck and Equipment Dealer Plaintiff Class Representatives ("Truck and Equipment Dealer Plaintiffs"), both individually and on behalf of a class of Truck and Equipment Dealer indirect purchasers of Vehicle Wire Harness Systems (as defined herein) ("Settlement Class"), as more particularly defined in Paragraph 12 below.

WHEREAS, Truck and Equipment Dealer Plaintiffs are prosecuting the above *In Re Automotive Parts Antitrust Litigation,* Master File No. 12-md-02311 (E.D. Mich.) ("MDL Litigation"), Case No. 12-cv-00107 ("Action"), on their own behalf and on behalf of the Settlement Class;

WHEREAS, Truck and Equipment Dealer Plaintiffs allege that they were injured as a result of LEONI'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 (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 Truck and Equipment Dealer Plaintiffs' First Amended Consolidated Class Action Complaint in the Action (the "Wire Harness Complaint");

WHEREAS, LEONI denies Truck and Equipment Dealer Plaintiffs' allegations, and specifically denies that it engaged in any unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, or allocate markets or customers for Vehicle Wire Harness Systems (as defined below) in violation of Section 1 of the Sherman Act or any state antitrust, unfair competition, unjust enrichment, or consumer protection laws, and has asserted defenses to Truck and Equipment Dealer Plaintiffs' claims in the Action;

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

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

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

WHEREAS, LEONI, 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 solely to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against LEONI with respect to Vehicle Wire Harness Systems based on the allegations in the Action, as more particularly set out below; and

WHEREAS, Leoni has agreed to provide Cooperation to Truck and Equipment Dealer Plaintiffs in their ongoing prosecution of this action as set forth in the Agreement, and such Cooperation will reduce Truck and Equipment Dealer Plaintiffs' substantial burden and expense associated with prosecuting this action; and

WHEREAS, Truck and Equipment Dealer Plaintiffs recognize the benefits of LEONI's Cooperation and recognize that because of joint and several liability, this Agreement with LEONI does not impair Truck and Equipment Dealer Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action, including any damages attributable to LEONI'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 Action be settled, compromised, and dismissed on the merits with prejudice as to the Releases and except as hereinafter provided, without costs as to Truck and Equipment Dealer Plaintiffs, the Settlement Class, or LEONI, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Vehicle Wire Harness Systems" shall have the same meaning as set forth in the operative Wire Harness Complaint at the time this Agreement is executed.

2. "Cooperation" shall refer to those provisions set forth below in Paragraphs 33-40.

3. "Cooperation Materials" means any information, testimony, Document (as defined below), or other material provided by LEONI under the terms of this Agreement.

4. "Defendant" means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class, as defined in Paragraph 12, below, and approving this Agreement under Federal Rule of Civil Procedure 23(e).

5. "Document" is 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.

6. "Truck and Equipment Dealer Plaintiff Class Representatives" means those Settlement Class Members, as defined in Paragraph 14, below, who are named plaintiffs in the Wire Harness Complaint and have not been subsequently dismissed.

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 (as defined in Paragraph 14) to be excluded from the Settlement Class (as defined in Paragraph 12).

9. "Releasees" means LEONI Wiring Systems, Inc. and Leonische Holding Inc. and all of their 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 past and present principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. For the avoidance of doubt, "Releasees" does not include any defendant in the MDL Litigation other than LEONI Wiring Systems, Inc. and Leonische Holding Inc. and any affiliates or parents of LEONI.

10. "Releasors" means Truck and Equipment Dealer Plaintiff Class Representatives and the Settlement Class Members, as defined in Paragraph 14, and their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, trustees, 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 Amount" shall refer to those provisions set forth below in Paragraphs 24-25.

12. "Settlement Class" means:

> All present or former dealers of heavy-duty (Class 8) trucks, medium-duty (Class 4, 5, 6 & 7) trucks, buses, commercial vehicles (excluding automobiles, light trucks, vans, sports utility vehicles, and/or similar motor vehicles sold by automobile dealers), construction equipment, mining equipment, agricultural equipment, railway vehicles, and other similar vehicles that during the Class Period, (a) purchased Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any coconspirator, or (b) purchased Trucks or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

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

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

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

15. "Settlement Fund" means the escrow account funded by LEONI's payment of $150,000 United States Dollars as specified in Paragraph 24, plus accrued interest and less any authorized withdrawals.

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

16. Truck and Equipment Dealer Plaintiffs and LEONI 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(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees.

17. Within thirty (30) days after the execution of this Agreement, Truck and Equipment Dealer 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 attached hereto as Exhibit A, and (ii) the proposed form of order and final judgment attached hereto as Exhibit B.

18. Truck and Equipment Dealer Plaintiffs shall, at a time to be decided in their sole discretion, 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 Class identified by Truck and Equipment Dealer Plaintiffs ("Notice Motion"). To mitigate the costs of notice and ensure timely notice of this settlement, the Truck and Equipment Dealer Plaintiffs

shall disseminate notice of this settlement as part of the next notice of any other settlements that have been or are reached in the MDL Litigation that Truck and Equipment Dealer Plaintiffs disseminate following preliminary approval of this Agreement. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice in the Action.

19. Truck and Equipment Dealer Plaintiffs shall seek the entry of an order and final judgment in the Action in the form attached hereto as Exhibit B. If the Court does not enter the order and final judgment in the form attached hereto as Exhibit B, the Truck and Equipment Dealer Plaintiffs shall seek entry of an order and final judgment containing, at a minimum, the substance of the following provisions:

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

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

(c) as to LEONI and any affiliates or parents of LEONI previously named as defendants in this Action, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(d) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration and consummation of this settlement, as well as over LEONI, for the duration of its provision of 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 in the Action as to LEONI shall be final.

20. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment in the Action dismissing the Action with prejudice as to LEONI and any affiliates or parents of LEONI previously named as defendants in this Action 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 LEONI described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to LEONI 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 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Truck and Equipment Dealer Plaintiffs and LEONI have executed this Agreement, Truck and Equipment Dealer Plaintiffs and LEONI shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 26 or 41-42 of this Agreement.

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 Paragraphs 33-36), shall be deemed or construed to be an admission by LEONI, evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by LEONI, or evidence of the truth of any of the claims or

allegations contained in any complaint or any other pleading filed in the MDL Litigation. Evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against LEONI. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 33-36, 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 LEONI, 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 (i) to enforce this Agreement or (ii) to defend against the assertion of Released Claims, as defined in Paragraph 22, or as otherwise required by law.

C. <u>Release, Discharge, and Covenant Not to Sue</u>.

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, and in consideration of payment of the Settlement Amount, as specified in Paragraph 24, 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 the settlement or makes a claim upon or participates in the Settlement Amount, 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 and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Action (the "Released Claims"). Nothing herein shall release: (1) any claims made by direct purchasers of Vehicle Wire Harness Systems as to such direct purchasers; (2) any claims made by automotive dealerships or end-payors that are indirect purchasers of automotive Wire Harness Systems; (3) any claims made by any state, state agency, or instrumentality or political subdivision of a state as to government purchases and/or penalties; (4) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or similar claim relating to Vehicle Wire Harness Systems; (5) claims concerning any part other than Vehicle Wire Harness Systems; (6) claims under laws other than those of the United States relating to purchases of Vehicle Wire Harness Systems made outside of the United States; and (7) claims under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless the Agreement is, for any reason, not finally approved or terminated.

23. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, as set out in Paragraph 20 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Vehicle Wire Harness Systems conferred by § 1542 of the California Civil Code, which states:

> CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 22 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 LEONI and Truck and Equipment Dealer 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. <u>Settlement Amount</u>.

24. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, LEONI shall pay the Settlement Amount of US $150,000.00 (the "Settlement Amount"). The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the "Escrow Account") within thirty (30) days following entry of an order preliminarily approving this Agreement.

25. Escrow Account.

(a) The Escrow Account will be established at Wells Fargo & Company with such Bank serving as the escrow agent ("Escrow Agent") subject to escrow instructions

mutually acceptable to Settlement Class Counsel and LEONI, such escrow to be administered by the Escrow Agent under the Court's continuing supervision and control.

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

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

(d) Truck and Equipment Dealer Plaintiffs and LEONI agree to treat the Settlement Amount as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the administrator (as defined below) shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 25, including the relation-back election (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Class Counsel or Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Amount (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the elections described in Paragraph 25(d)) shall be consistent with Paragraph 25(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 Amount shall be paid out of the Settlement Amount as provided in Paragraph 25(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Amount, including any taxes or tax detriments that may be imposed upon LEONI or any other Releasee with respect to any income earned by the Settlement Amount for any period during which the Settlement Amount 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(d) through 25(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 Paragraph 25(e) ("Tax Expenses")), shall be paid out of the Settlement Amount.

(g) Neither LEONI 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 Amount and shall be timely paid by the Escrow Agent out of the Settlement

Amount 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)). LEONI shall not be responsible or have any liability therefor. Truck and Equipment Dealer Plaintiffs and LEONI 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(d) through 25(f).

26. If this Agreement does not receive final Court approval, including final approval of the Settlement Class, or if the Action is not certified as a class action for settlement purposes, then the Settlement Amount (other than costs expended or incurred in accordance with Paragraph 25), shall be returned to LEONI from the Escrow Account 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 Class.

27. Exclusions.

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

28. Payment of Expenses.

(a) LEONI agrees to permit use of a portion of the Settlement Amount towards notice to the Settlement Class and the costs of administration of the Settlement Amount. 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 28, LEONI shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

(b) In order to mitigate the costs of notice and administration, the Truck and Equipment Dealer 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. If the notice of this Settlement is combined with one or more notices of settlements with other defendants in the MDL Litigation, the portion of the costs of notice paid out of the Settlement Amount in this Action shall be no greater than the percentage that the Settlement Amount represents of the total settlement amounts that are the subject of the notice.

E. <u>The Settlement Amount</u>.

29. Releasors' sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Amount, and Releasors shall have no other recovery against LEONI or any other Releasee.

30. After this Agreement becomes final within the meaning of Paragraph 20, the Settlement Amount 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 Amount, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraph 28 of this Agreement.

31. Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Amount for all expenses and costs, as provided by Court Order. Except as otherwise provided in this Agreement, LEONI and the other Releasees shall not be liable for any costs, fees, or expenses of any of Truck and Equipment Dealer Plaintiffs' or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Amount.

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

(a) Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action and incentive awards, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Amount (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred and reasonable

incentive awards, but in no event shall LEONI 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 Amount.

(b) Subject to Court approval, Truck and Equipment Dealer Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Amount 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 Amount 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 Amount 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 26 or Paragraphs 41-42.

(c) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and incentive awards for class representatives to be paid out of the Settlement Amount 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 LEONI 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 Truck and Equipment Dealer Plaintiffs of any Fee and Expense Award in the Action.

(e) Neither LEONI 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, Truck and Equipment Dealer 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 Action.

F. Cooperation.

33. In return for the release and discharge provided herein, LEONI agrees to pay the Settlement Amount, and further agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth specifically in Paragraphs 34-36 below, until the later of (a) the entry of the final judgment or judgments with respect to all of the remaining defendants in the Vehicle Wire Harness Systems cases, or (b) dismissal with prejudice of those defendants and when such judgments or dismissals become "final" within the meaning of Paragraph 20. Cooperation will take place consistent with the timing set forth specifically in Paragraphs 34-36 below, and in a manner that is in compliance with LEONI's obligations to any Government Entities (defined as the United States Department of Justice, the Japanese Fair Trade Commission, the European Commission, or any other government entity).

34. Identity of Individuals. LEONI will provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of LEONI who: (1) were interviewed by the Department of Justice ("DOJ"), the Japanese Fair Trade Commission, or the

European Commission in connection with alleged anticompetitive activity; or (2) appeared before the grand jury in the DOJ investigation of the wire harness conspiracy.

35. Documents. LEONI has already completed its production of documents in the Action. All currently pending discovery requests will be withdrawn, and no further discovery will be sought from any LEONI entity other than as provided for in the Agreement.

36. Attorney Proffers and Witness Interviews. Additionally, LEONI shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 36(a)-(d) below.

(a) LEONI's counsel will make themselves available in the United States to Settlement Class Counsel for one (1) meeting of one (1) business day to provide an attorney's proffer of facts known to LEONI regarding Documents, witnesses, and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law relating to the claims at issue in this Action. Thereafter, LEONI's counsel will make themselves available for reasonable follow-up conversations in connection with the attorney's proffer, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel. LEONI further agrees to provide one (1) declaration or affidavit from (1) one person, and make that person available to testify at an Truck and Equipment Dealer Plaintiff trial in the Action.

(b) In addition to its Cooperation obligations set forth herein, LEONI agrees to produce through affidavit(s) or declaration(s) and/or at an Truck and Equipment Dealer Plaintiff trial in the Action, at 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 LEONI. Settlement Class Counsel agree to use their best

efforts to obtain stipulations that would avoid the need to call LEONI witnesses at trial for the purpose of obtaining such evidentiary foundations.

(c) To the extent that LEONI produces any transactional data in any of the pending Vehicle Wire Harness Systems cases, LEONI shall produce that same transactional data to Truck and Equipment Dealer Plaintiffs at the same time that it produces the transactional data in the cases.

(d) In the event that LEONI produces Documents or provides declarations or written responses to discovery to any party in the Action (a "Relevant Production"), LEONI shall produce all such Documents, declarations, or written discovery responses to Settlement Class Counsel contemporaneously with making the Relevant Production to the extent such Documents, declarations, or written discovery responses have not previously been produced by LEONI to Settlement Class Counsel. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any deposition in the Action. LEONI will not object to Settlement Class Counsel attending and/or participating in depositions of LEONI witnesses to the extent Settlement Class Counsel's participation does not expand the time allotted for the deposition pursuant to applicable stipulations and orders in the Action.

37. LEONI's obligations to provide Cooperation shall not be affected by the releases set forth in this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to become final, LEONI's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or until the later of (a) the entry of the final judgment or judgments with respect to all of the remaining defendants in the Vehicle Wire

Harness Systems cases or (b) dismissal with prejudice of those defendants and when such judgments or dismissals become "final" within the meaning of Paragraph 20.

38. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20 hereof, including final approval of the Settlement Class, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Truck and Equipment Dealer Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against LEONI, 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 the Action, any documents provided by LEONI and/or the other Releasees, their counsel, or any individual made available by LEONI 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 LEONI that Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, Truck and Equipment Dealer Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against LEONI in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 16-20 hereof, including final approval of the Settlement Class, or in the event that it is terminated by either party under any provision herein.

39. LEONI need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Truck and Equipment Dealer Plaintiffs, meet and confer or otherwise negotiate with Truck and Equipment Dealer Plaintiffs regarding discovery requests previously served in the Action, or otherwise participate in the Action during the pendency of the Agreement. Other than to enforce the terms of this Agreement, neither LEONI nor Truck and

Equipment Dealer Plaintiffs shall file motions against the other in the Action, during the pendency of the Agreement.

40. If Settlement Class Counsel believe that LEONI or any current or former employee, officer, or director of LEONI 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 LEONI'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.

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

41. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definitions set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 20 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final judgments are not affirmed in their entirety, then LEONI shall, in its 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 53. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Amount shall not be a basis for LEONI or Truck and Equipment Dealer Plaintiffs to rescind or terminate this Agreement.

42. In the event that this Agreement does not become final as set forth in Paragraph 20, or this Agreement otherwise is terminated pursuant to Paragraph 41, then this Agreement shall be of no force or effect and any and all parts of the Settlement Amount caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith

to LEONI less only disbursements made in accordance with Paragraph 28 of this Agreement. LEONI expressly reserves all rights and defenses if this Agreement does not become final.

43. Further, and in any event, Truck and Equipment Dealer Plaintiffs and LEONI 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 LEONI or the other Releasees to be used against LEONI, or of (ii) the truth of any of the claims or allegations contained in the Wire Harness Complaint or any other pleading filed in the MDL Litigation, to be used against LEONI, and evidence thereof shall not be discoverable or used in any way, in the MDL Litigation, against LEONI. Nothing in this Paragraph shall prevent Truck and Equipment Dealer Plaintiffs from using Cooperation Materials produced by LEONI against any other defendants in any actions to establish any of the above.

44. 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 LEONI.

45. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 16-20 hereof, appropriate notice (i) of the settlement; and (ii) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

H. <u>Miscellaneous</u>.

46. LEONI shall submit, or cause to be submitted, 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.

47. This Agreement does not settle or compromise any claim by Truck and Equipment Dealer Plaintiffs or any Settlement Class Member asserted in the Wire Harness Complaint or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than LEONI and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Truck and Equipment Dealer Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than LEONI and the other Releasees, for sales made by LEONI and LEONI's alleged conduct are specifically reserved by Truck and Equipment Dealer Plaintiffs and Settlement Class Members. LEONI's sales to the class and its alleged conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than LEONI and the other Releasees. LEONI shall not be responsible for any payment to Truck and Equipment Dealer Plaintiffs other than the amount specifically agreed to in Paragraph 24 of this Agreement.

48. 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 Truck and Equipment Dealer Plaintiffs and LEONI, 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. LEONI will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

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

51. This Agreement may be executed in counterparts by Truck and Equipment Dealer Plaintiffs and LEONI, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

52. Neither Truck and Equipment Dealer Plaintiffs nor LEONI 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.

53. 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.

54. 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.

55. This Agreement shall become effective, after it is executed by counsel below, upon approval by the Boards of Directors of LEONI Wiring Systems, Inc. and Leonische Holding, Inc., and LEONI shall promptly notify Truck and Equipment Dealer Plaintiffs upon receipt of such approval.

Dated: July 27, 2016

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