

EXHIBIT 6

**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: OCCUPANT SAFETY RESTRAINT SYSTEMS	Case No. 2:15-cv-12050-MOB-MKM
THIS RELATES TO: TRUCK AND EQUIPMENT DEALER ACTIONS	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 10th day of August, 2016 (“Execution Date”) between ZF TRW Automotive Holdings Corp. (formerly known as “TRW Automotive Holdings Corp.”) and TRW Deutschland Holding GmbH (collectively, “TRW”), and Truck and Equipment Dealer Plaintiffs class representatives (collectively, “TED Plaintiffs”), both individually and on behalf of a class of truck and equipment dealer purchasers of Occupant Safety Restraint Systems (the “Settlement Class”), as more particularly defined in Paragraph 9 below.

WHEREAS, TED Plaintiffs are prosecuting the above *In Re Automotive Parts Litigation*, Master File No. 12-md-02311 (E.D. MI), Case No. 2:15-cv-12050 (the “Action”) on their own behalf and on behalf of the Settlement Class against, among others, TRW;

WHEREAS, TED Plaintiffs allege that they were injured as a result of TRW’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Occupant Safety Restraint Systems in

violation of Section 1 of the Sherman Act and various State antitrust, unjust enrichment, and consumer protection laws as set forth in TED Plaintiffs' Class Action Complaint (the "Complaint");

WHEREAS, TRW denies TED Plaintiffs' allegations and would assert defenses to TED Plaintiffs' claims;

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

WHEREAS, TED Plaintiffs have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against TRW, according to the terms set forth below, is in the best interest of TED Plaintiffs and the Settlement Class 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 TRW 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, TRW, 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 the Releasees with respect to Occupant Safety Restraint Systems, based on the allegations in the Action, as more particularly set out below;

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

WHEREAS, TED Plaintiffs recognize the benefits of TRW's Cooperation and recognize that because of joint and several liability, the Agreement with TRW 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.

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

A. Definitions.

1. "Cooperation" shall refer to those obligations set forth in Section J of this Agreement.
2. "Defendant" means any party named as a defendant in this Action at any time, up to and including the final approval date as set forth in Paragraph 19 of this Agreement.
3. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including, without limitation, electronically stored information. A draft or non-identical copy is a

separate document within the meaning of this term. For purposes of this Agreement, Document shall include all English translations in TRW's custody, possession, or control.

4. "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.

5. "Occupant Safety Restraint Systems" shall have the meaning as set forth in the operative Complaint at the time this Agreement is executed.

6. "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.

7. "Releasees" means TRW and all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to, TRW Deutschland Holding GmbH and TRW Automotive Holdings Corp.; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of the foregoing. "Releasees" does not include the non-TRW Defendants in the Action, namely: Autoliv, Inc.; Autoliv ASP, Inc.; Autoliv B.V. & Co. KG; Autoliv Japan Ltd.; Takata Corp.; TK Holdings, Inc.; Tokai Rika Co., Ltd.; TRAM, Inc. d/b/a Tokai Rika U.S.A., Inc.; Toyoda Gosei Co., Ltd.; Toyoda Gosei North America Corp.; and TG Missouri Corp.

8. "Releasors" means all the Settlement Class Members, as defined in Paragraph 11, below, and their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships, or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, 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 behalf or for the benefit of one or more Releasors, claims for relief against any Releasee where such claims are based in fact or in law on the Released Claims (as defined below).

9. "Settlement Class" includes TED Plaintiffs and is defined as:

All present or former dealers of Trucks and/or Equipment that during the Class Period (which shall be January 1, 2003 through the date of execution of this agreement) and in the United States, (a) indirectly purchased Occupant Safety Restraint Systems manufactured or sold by the Defendants, any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased Trucks or Equipment containing Occupant Safety Restraint Systems manufactured or sold by the Defendants, any current or former subsidiary or affiliate thereof or any co-conspirator.

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

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

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

12. "Settlement Fund" means the escrow account funded by TRW's payment of \$165,000.00 United States Dollars as specified in Paragraph 23, plus accrued interest and less any authorized withdrawals.

13. “TED Plaintiff Class representatives” means those Settlement Class Members, as defined in paragraph 11, above, who are named plaintiffs in the Complaint.

14. “Truck and Equipment dealer” means any dealer who sells “Trucks and/or Equipment,” as set forth in the operative Complaint at the time this Agreement is executed.

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

15. TED Plaintiffs and TRW shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(e)) to secure the complete release of the Releasees and the final dismissal with prejudice of the Action as to TRW 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 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.

16. 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 the proposed form of an order preliminarily approving this

Agreement, which form shall be agreed upon by TED Plaintiffs and TRW before submission of the Motion. This Agreement and the preliminary approval order shall stay any discovery directed to TRW or any Releasee, and TED Plaintiffs shall not initiate any such discovery pending issuance of that order or thereafter unless this Agreement is terminated or does not receive final approval pursuant to Paragraph 19. TED Plaintiffs shall provide counsel for TRW with at least ten (10) business days prior to filing the Motion in which to review and comment on Motion and TED Plaintiffs shall not unreasonably fail to consider any comments by counsel for TRW. TRW and TED Plaintiffs further agree not to disclose publicly to any other person the terms of this Agreement until the Agreement is submitted to the Court with the Motion.

17. 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, the 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 TRW with at least ten (10) business days prior to filing in which to review and comment on the Notice Motion and proposed notices and TED Plaintiffs shall not unreasonably fail to consider any comments by counsel for TRW.

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

(a) certifying the Settlement Class described in Paragraph 9, 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) solely as to TRW, 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 as well as over TRW for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan; and

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

19. This Agreement shall become final when: (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 9 and approving this

Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Action with prejudice as to TRW against all Settlement Class Members and without costs other than those provided for in this Agreement; and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to TRW described in (i) hereof has expired 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 or to toll the time for appeal of the judgment or, if appealed, approval of this Agreement and the final judgment as to TRW have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that TED Plaintiffs and TRW have executed this Agreement, TED Plaintiffs and TRW shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 24(h) and Section K of this Agreement.

20. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by TRW or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TRW or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be used directly or indirectly, in any way, whether in the Action or in any other action or proceeding against TRW. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations

or proceedings connected with it, nor any other action taken to carry out this Agreement by TRW shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims (as defined below), or as otherwise required by law. Nothing in this Paragraph shall prevent TED Plaintiffs from using cooperation materials produced pursuant to Section J of this Agreement, against any other defendants in the Automotive Parts Antitrust Litigation, 12-md-02311.

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

21. 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 19 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 23 of this Agreement, into the Settlement Fund, and for other good and valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, 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) that Releasors, or any of them, ever had, now have, 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 based on the conduct alleged in the Complaint or any act or omission of the Releasees (or any of them) concerning the sale or

manufacture of Occupant Safety Restraint Systems or any other motor vehicle component parts or vehicles containing such parts, including, but not limited to, any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any complaints filed in the Action concerning Occupant Safety Restraint Systems (the "Released Claims"); provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Occupant Safety Restraint Systems as to such direct purchases; (2) any claims made by end-payors that are indirect purchasers of Occupant Safety Restraint Systems; (3) any claims made by any 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 (other than a breach related to the claims or actions alleged in the operative Complaint in the Action at the time Execution Date), bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or similar claims relating to Occupant Safety Restraint Systems; (5) claims concerning any automotive part other than Occupant Safety Restraint Systems; (6) claims under laws other than those of the United States and the states thereof; and (7) claims for damages under the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims unless the Agreement is, for any reason, not finally approved or terminated.

22. In addition to the provisions of Paragraph 21 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims, upon this

Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 21 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that TRW and TED Plaintiffs have agreed to release pursuant to the provisions of Paragraph 21 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.

23. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, TRW shall pay or cause to be paid the Settlement Amount of \$165,000.00 in United States Dollars (the "Settlement Amount"). The Settlement Amount shall be paid in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 24 of this Agreement (the "Escrow Account"), following the execution of this Agreement, within ten (10) business

days after being provided with the W-9, account number, account name and wiring instructions of the Escrow Account.

E. Escrow Account.

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

(a) 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.

(b) 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.

(c) TED Plaintiffs and TRW agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 24, including the relation-back election (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such

elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent 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.

(d) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)). Such returns (as well as the election described in Paragraph 24(d)) shall be consistent with Paragraph 24(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 24(f) hereof.

(e) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon TRW or any Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 24(d) through 24(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 24(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(f) Neither TRW or any Releasee or Releasor nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). TRW, the Releasees, and the Releasors shall not be responsible or have any liability therefor. TED Plaintiffs and TRW agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 24(d) through 24(f).

(g) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 9, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by TRW into the Settlement Fund (other than costs paid or incurred in accordance with this Paragraph and Paragraph 26 below) shall be returned to TRW from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's final determination.

(h) TRW 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 TRW and that the

expansion of the Escrow Account shall occur in a manner that is consistent with the provisions set forth in this Paragraph 24.

F. Exclusions.

25. 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 Settlement Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide TRW with a list and copies of all opt-out requests they receive 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. TRW 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 benefit from any tolling of applicable statutes of limitations, or has standing to bring any claim against TRW.

(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) TRW 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, among other things, the conditions upon which TRW shall have the option to rescind, cancel, and terminate this Settlement Agreement (excepting Paragraphs 26 and 45 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 fifteen (15) business days of TRW's receipt of the opt-out information required by Paragraph 25 hereof; and (ii) TRW shall have the burden of demonstrating that the conditions for the exercise of this option has been met. If TRW 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 TRW by wire transfer the portion of the Settlement Fund (including any and all income earned thereon) paid by TRW, less only any taxes paid or owed on the earnings of the Settlement Fund, any actual out-of-pocket costs authorized under this Agreement, and any Notice Costs or other expenditures authorized by this Settlement Agreement that were paid out of the Settlement Fund prior to termination.

G. Payment of Expenses; Notice.

26. TRW agrees to permit use of a maximum of \$50,000 of the Settlement Fund on an unrecoupable basis towards the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses authorized herein are not recoupable if this settlement does not become final or is terminated to the extent such expenses are paid or incurred for notice and administration costs. Other than as set forth in this Paragraph 26, TRW 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 any Special Master; appeals, trials, or the negotiation of other settlements; or for Settlement Class administration costs. TRW 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 unrecoupable 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 exceed the \$50,000 notice cost cap provided for in this section.

H. The Settlement Fund.

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

28. After this Agreement becomes final within the meaning of Paragraph 19, 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. No less than ten (10) business days in advance of submission to the Court, Settlement Class Counsel shall submit such plan to TRW in which to review and comment. Settlement Class Counsel shall not unreasonably refuse to consider comments by TRW. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the exception of the provisions set forth in Paragraph 26 of this Agreement.

29. TED Plaintiffs and Settlement Class Counsel shall be reimbursed subject to Court approval and indemnified solely out of the Settlement Fund for their reasonable costs and expenses. TRW 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.

30. Settlement Class Counsel may, after preliminary approval of the Agreement and notice to the class, at the time to be determined in their sole discretion, submit an application 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, 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 fees and expenses incurred and incentive awards, but in no event shall Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(a) 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 or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraphs 25(d) or 42.

(b) 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.

(c) Neither TRW nor any Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

(d) Neither TRW nor any Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

J. Cooperation.

31. In return for the Release and Discharge provided herein, TRW agrees to pay the Settlement Amount and agrees to provide Cooperation to TED Plaintiffs as set forth specifically below. Notwithstanding anything to the contrary herein, all cooperation shall occur in a manner that is in compliance with TRW's obligations to any Government Entities (as defined below) to the extent that such compliance is required by such Government Entities.

32. Within five (5) business days after Preliminary Approval by the Court of this Agreement, counsel for TRW shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of TRW who: (1) were interviewed and/or prosecuted by the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, and/or the European Commission or any other government entity (collectively referred to herein as "Government Entities") in connection with alleged violations with respect to Occupant Safety Restraint Systems; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations

with respect to Occupant Safety Restraint Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the investigations into the alleged violations with respect to Occupant Safety Restraint Systems. Neither TRW nor Counsel for TRW shall be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of TRW was identified to or appeared before.

33. Except as set forth therein, TRW will: (i) produce all English translations, to the extent they exist, of the Documents described in Paragraph 33(b)-(c) within fifteen (15) business days after Preliminary Approval by the Court of this Agreement; and (ii) substantially complete the production of the following Documents in TRW's possession, custody or control, set forth in subparagraphs (a)-(c) no later than forty-five (45) calendar days after Preliminary Approval by the Court of this Agreement:

(a) Transactional data that was produced to the Automobile Dealer Settlement Class pursuant to Paragraph 32 of the Settlement Agreement between and among TRW and Automobile Dealership Plaintiffs, dated September 20, 2014, 2:12-cv-00602-MOB-MKM, Doc. No. 76-2 ("ADP Agt."), which data includes transactional data kept in the ordinary course of TRW's business, and to the extent that it exists in TRW's electronic databases and is reasonably accessible, concerning TRW's bids, price submissions and sales of Occupant Safety Restraint Systems to Original Equipment Manufacturers or other purchasers of Occupant Safety Restraint Systems from January 2, 2001 to two years from the Execution of the ADP Agt., including the following information: (1) the date for each bid, price submission or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions formulated but not

submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid or price submission was submitted and each sale was made; (6) the model, model year(s), and brand of vehicle for which each bid or price submission was submitted and each sale was made, as well as the country of sale of said vehicles; (7) the total quantities of products comprising Occupant Safety Restraint Systems sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the TRW entity that submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and other price adjustments made to the products comprising Occupant Safety Restraint Systems sold in each sale, including through annual price reductions; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids or prices submitted by competitors, including each winning bid; (14) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) TRW's profits, losses and margins on the products comprising Occupant Safety Restraint Systems; and (17) any other transactional data reasonably agreed to in writing between TRW's counsel and Settlement Class Counsel. TRW will not be obligated to produce any data for bids or proposals which have not been accepted, agreed to, or awarded. Except as provided herein, TRW will only produce the data that exists as of the Execution Date of the ADP Agt. and within two years of the Execution Date of same and will not be obligated to do any analyses of the data for Settlement Class Counsel, outside of the interviews described in Paragraph 36(b), but will respond to reasonable inquiries from Settlement Class Counsel concerning the transactional data. TRW will provide any English translations of the above

documents that may exist as of the Execution Date of the ADP Agt. and within two years of the Execution Date of same. With respect to any electronic transactional data generated within the two years after the Execution Date of the ADP Agt., as referred to in this paragraph, TRW shall have no on-going obligation to produce such data as it is generated. However, TRW will provide, in response to a written request from Settlement Class Counsel to be made no sooner than two years after the Execution Date of the ADP Agt., a single production of electronic transactional data generated during the two years after the Execution Date of the ADP Agt., as it exists in TRW's electronic databases, at the time of the request. TRW will preserve such data for two years after the Execution date of the ADP Agt. TRW will produce transactional data only from existing electronic transaction databases and will not be required to compile any data from individual invoices or individual personal computers except that to the extent that TRW has not recorded or maintained electronic transaction data from any period between January 1, 2001 and two years after the Execution Date of the ADP Agt., TRW will use reasonable efforts to produce records of those sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Additionally, TRW will provide to TED Plaintiffs any electronic transactional data including documents falling into the above categories that is provided to plaintiffs in any other case involving Occupant Safety Restraint Systems claims in the Automotive Parts Litigation, 12-md-02311. Notwithstanding any other provision in this Agreement, TED Plaintiffs agree that they, Settlement Class Counsel and their experts shall maintain the transactional data that TRW will produce as "Highly Confidential," as said designation is described in the Protective Order in this Action (Case No. 12-cv-0600, Doc. No. 77), except as provided

herein and subject to any challenge that any party may make on a categorical basis, subject to the Protective Order and any orders of the Court. The first installment of such data shall be produced within thirty (30) days after Preliminary Approval of this Agreement by the Court. The second installment shall be produced at the same time such data is produced to the Automobile Dealership Plaintiffs. TRW represents that this transactional data that was searched and produced to the Automobile Dealer Settlement Class pursuant to the ADP Agt. did not make any exclusions based on the type of OSS product. If a good faith basis exists for searching for additional Truck and Equipment data that TRW did not originally search for in 2012-2013, TRW shall perform reasonable searches and produce responsive data to TED Plaintiffs within a mutually agreeable timeframe.

(b) Documents, if any, provided to or seized by Government Entities as of the Execution Date of this Agreement relating to their investigation into alleged competition violations with respect to Occupant Safety Restraint Systems, to the extent such documents were created in the ordinary course of business. TRW shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which documents were provided or by which documents were seized. The documents referenced herein shall be same documents that were produced to the Automobile Dealership Plaintiffs pursuant to Paragraph 32(b) of the ADP Agt. TRW represents that its review and production did not make any exclusions based on the type of OSS product (*i.e.*, products for Truck and Equipment applications). If a good faith basis exists for searching for additional Truck and Equipment documents that TRW did not originally

search for in 2012-2013, TRW shall perform reasonable searches and produce responsive documents to TED Plaintiffs within a mutually agreeable timeframe.

(c) Non-privileged documents that are reasonably accessible that are sufficient to show TRW's general methodology for determination of its prices and bids for the products comprising the Occupant Safety Restraint Systems that it sells, including pricing policies, formulas and guidelines, including documents concerning the relationships between prices charged or submitted to different OEMs or to the same OEM for different models. The documents referenced herein shall be same documents that were produced to the Automobile Dealership Plaintiffs pursuant to Paragraph 32(c) of the ADP Agt. TRW represents that its review and production did not make any exclusions based on the type of OSS product (*i.e.*, products for Truck and Equipment applications). If a good faith basis exists for searching for additional Truck and Equipment documents as referenced herein that TRW did not originally search for in 2012-2013, TRW shall perform reasonable searches and produce responsive data to TED Plaintiffs within a mutually agreeable timeframe.

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

Automobile Dealership Plaintiffs pursuant to Paragraph 32(d) of the ADP Agt. TRW represents that this production did not make any exclusions based on the type of OSS product (*i.e.*, products for Truck and Equipment applications). If a good faith basis exists for searching for additional Truck and Equipment documents as referenced herein that TRW did not originally search for in 2012-2013, TRW shall perform reasonable searches and produce responsive data to TED Plaintiffs within a mutually agreeable timeframe.

(e) Documents that are reasonably accessible sufficient to show how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Occupant Safety Restraint Systems, in RFQs, or any other procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price. The documents referenced herein shall be same documents that were produced to the Automobile Dealership Plaintiffs pursuant to Paragraph 32(e) of the ADP Agt. TRW represents that this production did not make any exclusions based on the type of OSS product (*i.e.*, products for Truck and Equipment applications). If a good faith basis exists for searching for additional Truck and Equipment documents as referenced herein that TRW did not originally search for in 2012-2013, TRW shall perform reasonable searches and produce responsive data to TED Plaintiffs within a mutually agreeable timeframe.

34. For all Documents withheld from production pursuant to (1) the attorney client privilege; (2) the work product doctrine; (3) a protective order, or (4) any other applicable doctrine protecting documents from disclosure, TRW shall provide a privilege log, to the extent already in existence or that comes into existence as a result of other

litigation in Automotive Parts Antitrust Litigation ("Existing Privilege Log"), describing such Documents in sufficient detail as to explain the nature of the privilege asserted or the basis of any other law or rule protecting such Documents. No Document shall be withheld under claim of privilege if produced or made available to any Government entity. If any Document protected by the attorney client privilege, attorney work product protection or any other privilege is accidentally or inadvertently produced under this Paragraph, upon notice by TRW of such inadvertent production, the Document shall promptly be destroyed and/or returned to TRW, and its production shall in no way be construed to have waived any privilege or protection attached to such Document.

35. In the event that TRW produces Documents or provides declarations or written responses to discovery to any Government Entity concerning Occupant Safety Systems, under any circumstances, to any party in this Action or in the other Occupant Safety Restraint System Cases within Case No. 12 cv 0600 ("Relevant Production"), TRW shall produce all such Documents, declarations or written discovery responses to TED Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by TRW to TED Plaintiffs. The production of relevant Documents shall include all English translations, to the extent they exist. This agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in this Action or in any other case involving Occupant Safety Restraint Systems claims in Automotive Parts Litigation, 12 md 02311. Settlement Class Counsel may seek to attend and/or participate in all depositions of TRW witnesses that may be conducted by any remaining parties in Case No. 12-cv-00600 (Occupant Safety Restraint Systems Lead

Case) and all cases connected thereto in addition to the depositions set forth in Paragraph 35(c) of the ADP Agt. and Settlement Class Counsel and settlement class counsel for the End-Payor Plaintiffs in Case No. 12-cv-00603 (the "End Payor Plaintiffs") and the Automobile Dealership Plaintiffs in Case No. 12-cv-00602 (the "ADPs") may ask questions for a combined total of five (5) hours at such deposition, or seven (7) hours if an interpreter is requested, provided that, notwithstanding the foregoing, the time for participation of Settlement Class Counsel and settlement class counsel for the End-Payor Plaintiffs and ADPs shall not expand the total time permitted for the depositions as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a TRW employee.

36. In addition, TRW shall use its best efforts to cooperate with Settlement Class Counsel. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. Settlement Class Counsel will use its best efforts to assure that any attorney proffers, witness interviews, or depositions provided pursuant to the obligations herein shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews and depositions to be provided in the End-Payor Plaintiff Actions, Master File No. 12-md- 02311, Case No. 12-cv-00603 (the "End-Payor Actions") and the ADP Actions, Master File No. 12-md-02311, Case No. 12-cv-00603 (the "ADP Actions"). Settlement Class Counsel shall jointly conduct with settlement class counsel in the End-Payor Actions and the ADP Actions the interviews and depositions of twelve (12) persons, pursuant to Paragraphs 35(b) and 35(c) of the ADP Agt.. Settlement Class Counsel and settlement class counsel in the End-Payor Actions and ADP Actions shall make reasonable efforts to agree on the

selection of the same twelve (12) persons, and, if they are unable to do so, shall meet and confer with TRW to identify additional persons beyond the twelve (12) persons in the End-Payor Actions and ADP Actions, and TRW shall not unreasonably withhold consent to add additional persons (collectively referred to as the “Witnesses”).

Settlement Class Counsel shall be entitled to participate in all remaining attorney proffer meetings set forth in Paragraph 35 of the ADP Agt. In addition, TRW’s counsel will make itself available for one (1) additional telephonic proffer with Settlement Class Counsel of facts known to them regarding Documents, relevant witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics relating to Occupant Safety Restraint Systems for trucks and equipment, as defined in the Complaint, not covered by privilege or other protections available under any applicable statute or United States law, including any such information given to the DOJ. Such additional telephone proffer may last up to five (5) hours. After the proffers set forth above, TRW’s counsel will make themselves available for reasonable follow-up conversations coordinated among Settlement Class Counsel and settlement class counsel in the ADP Actions and End-Payor Actions. TRW will in good faith consider requests for new or additional information or documents.

(a) Notwithstanding any other provision in this Agreement, TED Plaintiffs agree that they, Settlement Class Counsel and their experts shall maintain all statements made by TRW’s counsel as “Highly Confidential,” as said designation is described in the Protective Order in this Action (Case No. 12 cv 0600, Doc.#77); and that they, Settlement Class Counsel and their experts shall not use the information so received for any purpose other than the prosecution of the claims in the Automotive Parts Antitrust

Litigation, 12-md-02311. The parties and their counsel further agree that any statements made by TRW's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 36, shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, and except as to TRW, Settlement Class Counsel may use information contained in such statements in the prosecution of the claims in Automotive Parts Antitrust Litigation, 12-md-02311 and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Settlement Class Counsel shall be entitled to attend and participate in the interviews and telephonic follow up calls set forth in Paragraph 35(b) of the ADP Agt. and have an additional hour (or an additional 1.75 hours for persons requesting an interpreter), for interview questions relating to Occupant Safety Restraint Systems for Trucks and Equipment, as defined in the Complaint, in supplementation to the time limitations currently set forth in Paragraph 35(b) of ADP Agt., for interviews and telephonic follow up calls. Any interviews of additional persons by Settlement Class Counsel consented to by TRW under the meet and confer provisions of this Paragraph 36 shall each be limited to a total of eight (8) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of fourteen (14) hours, which would occur over two (2) consecutive days at the request of the interviewee. Only Settlement Class Counsel may participate in interviews of such additional persons. Upon reasonable notice by Settlement Class Counsel, TRW shall use its best efforts to make available by telephone such additional persons who have been

interviewed by Settlement Class Counsel as set forth in this Paragraph to answer follow-up questions for a period not to exceed three (3) hours. To the extent that a person to be interviewed is not reasonably available in the United States for an interview, the interview will be conducted at a mutually agreed upon location elsewhere. In addition, notwithstanding the schedule set forth herein, to the extent that a person to be interviewed is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete interviews in a timely manner and in accommodation with such schedules.

(c) Upon reasonable notice, TRW shall, at Settlement Class Counsel's request, make its best efforts to make available to appear for deposition: (i) a total of up to twelve (12) persons who Settlement Class Counsel and settlement class counsel in the End-Payor Plaintiff Actions and ADP Actions select from among the same twelve (12) persons who have been chosen for interviews pursuant to Paragraph 35(b) of the ADP Agt., and to provide (ii) up to twelve (12) declarations/affidavits from the same persons who have been chosen for interviews and depositions pursuant to Paragraph 35(b) and Paragraph 35(c) of the ADP Agt.. In the event that Settlement Class Counsel conducts additional interviews beyond the twelve (12) persons pursuant to Paragraph 35 of the ADP Agt., Settlement Class Counsel may depose and obtain affidavits from these additional persons. If TRW is unable to make those same persons available for deposition or declaration then Settlement Class Counsel in coordination with settlement class counsel in the ADP Actions and End-Payor Plaintiff Actions may select substitute deponents or declarants. Each deposition shall be conducted at a mutually agreed upon location, in the United States and shall each be limited to a total of twelve (12) hours over

two days. To the extent that a witness is not reasonably available in the United States for deposition, the deposition will be conducted at a mutually agreed upon location elsewhere. In addition, notwithstanding the schedule set forth herein, to the extent that a witness is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete depositions in a timely manner and in accommodation with such schedules. In no event shall any witness be deposed more than once.

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

(e) Upon reasonable notice, TRW shall make its best efforts to provide for trial testimony, if necessary, as determined solely by Settlement Class Counsel, up to a total of six (6) persons from (a) persons interviewed by settlement class counsel in the End-Payor Plaintiff Actions or ADP Actions and (b) additional persons interviewed that were consented to by TRW under the meet and confer provisions of this Paragraph 36, which may consist of current or former directors, officers, and/or employees of TRW whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the TED Plaintiffs in the prosecution of the claims in Automotive Parts Litigation, 12-md-02311. No such person shall be called to testify at trial more than once.

(f) In addition to its Cooperation obligations sets forth herein, TRW agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of TRW's Documents and transaction and/or cost data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third parties. In the event that TRW produces Documents or provides declarations or written responses to discovery to any party in the actions in Automotive Parts Antitrust Litigation, 12-md-02311 concerning or relating to this Action ("Relevant Production"), TRW shall produce all such Documents, declarations or written discovery responses to TED Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by TRW to TED Plaintiffs.

(g) TED Plaintiffs and Settlement Class Counsel agree they and their experts will not use the information provided by TRW or the Releasees or their representatives under this Paragraph or any other paragraph in this Agreement for any purpose other than the pursuit of the Auto Parts Litigation, and will use it in the litigation consistent with the Protective Order, except as provided herein, and will not use it beyond what is reasonably necessary for the prosecution of the actions in 12-md-02311 or as otherwise required by law. All Documents and other information provided pursuant to this Agreement will be deemed "Highly Confidential", as said designation is described in the Protective Order in this Action (Case No. 12-cv-0600, Doc.#77), subject to any challenge by any party on a document by document basis and any orders which may be

entered by the Court, and subject to the Protective Order entered in the Action, except as provided herein, as if they had been produced in response to discovery requests and so designated. While TED Plaintiffs may employ knowledge that they have obtained from TRW's Cooperation under this Agreement in prosecuting the actions in 12-md-02311, TED Plaintiffs, Settlement Class Counsel and their experts shall otherwise treat all documents, testimony and statements provided by TRW as consistent with the protections of the Protective Order in this Action (Case No. 12-cv-0600, Doc #77). Notwithstanding the foregoing, no information, statements and testimony provided by TRW or the Releasees or their representatives under this Paragraph shall be used against TRW in the prosecution of the claims in Automotive Parts Litigation, 12-md-02311.

(h) TWR's obligations to provide Cooperation shall not be affected by the Release set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, TRW'S obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment has been entered in this Action against the last Defendant.

37. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 15 through 19 of this Agreement, including final approval of "the Settlement Class" as defined in Paragraph 9 of this Agreement, or in the event that it is terminated by either party under any provision herein, the parties agree that neither TED Plaintiffs nor Settlement Class Counsel or any other person shall be permitted to introduce into evidence against TRW, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of this Action,

any deposition testimony, statements or any documents provided by TRW and/or the Releasees, their counsel, or any individual made available by TRW solely pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). This limitation shall not apply to any discovery of TRW which Settlement Class Counsel participates in as part of MDL 2311 consistent with this agreement. Notwithstanding anything contained herein, TED Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against TRW in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 15 through 19 of this Agreement hereof, including final approval of "the Settlement Class" as defined in Paragraph 9 of this Agreement, or in the event that it is terminated by either party under any provision herein.

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

39. TRW and TED Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is submitted to the Court for Preliminary Approval.

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

K. 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 a settlement class in accordance with the specific settlement class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 19 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then TRW and 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 Paragraphs 25(d) and 43. 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.

42. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraphs 25(d) or 43, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith by wire transfer to TRW pursuant to written wire transfer instructions provided by TRW's counsel, less only disbursements made in accordance with Paragraphs 26 of this Agreement. TRW expressly reserves all of their rights and defenses if this Agreement does not become final.

43. Further, and in any event, TED Plaintiffs and TRW agree that this Agreement, whether or not it shall become final, and any and all negotiations, Documents, and discussions associated with it, shall not be deemed or construed to be an

admission or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by TRW, or the Releasees, or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action, or by any person or entity in any other action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding to the fullest extent permitted by applicable law against TRW. Nothing in this Paragraph shall prevent TED Plaintiffs from using cooperation materials produced pursuant to Paragraphs 31-41 against any other defendants in the *In Re Automotive Parts Litigation*, Master File No. 12-md-02311 (E.D. MI), 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 TRW.

45. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 15-19 hereof, appropriate notice (1) of the settlement, and (2) of a hearing at which the Court will consider the approval of this Settlement Agreement will be given to the Settlement Class.

L. Miscellaneous.

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

47. 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 the 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 the Releasees, for sales made by TRW and TRW's alleged illegal conduct, are specifically reserved by TED Plaintiffs and Settlement Class Members. TRW's 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 the Releasees.

48. The Court shall retain continuing 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 TRW. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Michigan without regard to its choice of law or conflict of laws principles.

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

approved by the Court. 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 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.

50. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of TED Plaintiffs and TRW. 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 Releasees. The Releasees (other than TRW 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 TED Plaintiffs and TRW, and a facsimile or emailed .pdf signature shall be deemed an original signature for purposes of executing this Agreement.

52. Neither TED Plaintiffs nor TRW shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, 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, electronic mail (provided that no notice of rejection or non-delivery of email is received), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

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



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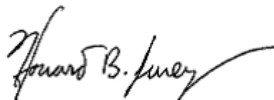
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