

EXHIBIT 2

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

IN RE AUTOMOTIVE PARTS ANTITRUST
LITIGATION

CASE NO. 12-MD-02311
HON. MARIANNE O. BATTANI

In Re: WIRE HARNESS CASES

THIS RELATES TO:

RUSH TRUCK CENTERS OF ARIZONA, et al.,

Plaintiffs,

vs.

DENSO CORPORATION, et al.,

Defendants.

2:14-cv-14451-MOB-MKM
2:14-cv-00107-MOB-MKM

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) in the above-captioned action, a multidistrict consolidated class action, and each action consolidated therein, is made and entered into this 12th day of July, 2016 (“Execution Date”), by and between Tokai Rika Co., Ltd. and TRAM, Inc., d/b/a Tokai Rika U.S.A. Inc. (collectively, “Tokai Rika”) and the Rush Truck Plaintiff Class Representatives (“Rush Truck Plaintiffs”), both individually and on behalf of a class of dealers who purchased Vehicle Wire Harness Systems directly and indirectly (“Settlement Class”) as more particularly defined in Paragraph 11 below.

WHEREAS, Rush Truck Plaintiffs are prosecuting the above *In Re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (“MDL Litigation”), Case Nos. 2:14-cv-14451-MOB-MKM and 2:14-cv-00107-MOB-MKM on their own behalf and on behalf of the Settlement Class against, among others, Tokai Rika;

WHEREAS, Rush Truck Plaintiffs allege that they were injured as a result of Tokai Rika’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 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 Rush Truck Plaintiffs’ First Amended Class Action Complaint dated May 29, 2015 (Case Nos. 2:14-cv-14451-MOB-MKM and 2:14-cv-00107-MOB-MKM, Doc. No. 64) (the “Complaint”);

WHEREAS, Tokai Rika denies Rush Truck Plaintiffs’ allegations, has asserted defenses to Rush Truck Plaintiffs’ claims, and denies any liability whatsoever;

WHEREAS, Tokai Rika asserts that it has not sold, during the relevant period, Vehicle Wire Harness Systems to U.S. Truck and/or Equipment manufacturers or dealers;

WHEREAS, Tokai Rika asserts that Plaintiffs’ claims alleged in the Complaint against Tokai Rika would be barred under the Foreign Trade Antitrust Improvements Act, 15 U.S.C. §6a (“FTAIA”);

WHEREAS, Rush Truck Plaintiffs, on behalf of themselves and the Settlement Class Members (defined herein), and Tokai Rika agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of the truth of any of Rush Truck Plaintiffs’ claims or allegations in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for Tokai Rika;

WHEREAS, this Settlement Agreement embodies all of the terms and conditions of the good-faith settlement between Tokai Rika and Rush Truck Plaintiffs, both individually and on behalf of the Settlement Class Members, and has been reached as a result of the parties' negotiations, subject to approval of the United States District Court for the Eastern District of Michigan (the "Court") as provided herein;

WHEREAS, Rush Truck 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 Tokai Rika, according to the terms set forth below, is in the best interest of Rush Truck Plaintiffs and the Settlement Class because of the receipt of the Settlement Amount and the value of the Cooperation (as those terms are defined below) that Tokai Rika has agreed to provide pursuant to this Agreement;

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

WHEREAS, Tokai Rika, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Settlement Agreement, and to put to rest with finality all claims that have been or could have been asserted against Tokai Rika with respect to Vehicle Wire Harness Systems based on the allegations in the Action, as more particularly set out below;

WHEREAS, the Cooperation (as defined below) that Tokai Rika has agreed to provide to Rush Truck Plaintiffs will aid the Rush Truck Plaintiffs and reduce their substantial burden and expense in the ongoing prosecution of this Action, and Rush Truck Plaintiffs recognize the benefits of Tokai Rika's Cooperation; and

WHEREAS, Rush Truck Plaintiffs understand that because of joint and several liability, the Agreement with Tokai Rika does not impair Rush Truck Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action from other parties besides the Releasees:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees, as defined below, and except as hereinafter provided, without costs as to Rush Truck Plaintiffs, the Settlement Class, or Tokai Rika, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Action" means the Rush Truck Plaintiff antitrust class action consolidated under the caption *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Master File No. 2:12-md-02311, Case Nos. 2:14-cv-14451-MOB-MKM and 2:14-cv-00107-MOB-MKM, currently pending in the United States District Court for the Eastern District of Michigan, Southern Division, and all actions consolidated therein.

2. "Cooperation" refers to the provisions set forth below in Paragraphs 31-40.

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

4. “Defendant” means, for purposes of this Settlement Agreement only, 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 described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e).

5. “Rush Truck Plaintiffs” means all persons and/or entities who are named as plaintiffs in the Complaint.

6. “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.

7. “Final Approval” means the first date upon which all of the conditions in Paragraph 20 have been met.

8. “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.

9. “Releasees” shall refer jointly and severally, individually and collectively to Tokai Rika Co., Ltd. and TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc., and to 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 present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of

each of the foregoing. Releasees does not include any Defendant in the Action other than the persons and entities named above in this paragraph.

10. “Releasors” shall refer jointly and severally, individually and collectively to Rush Truck Plaintiffs and the Settlement Class Members (as defined in Paragraph 13 below), and to their past and present officers, directors, employees, agents, stockholders, members, attorneys, agents, trustees, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

11. For purposes of this Agreement, “Settlement Class” is defined as:

All 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 (“Trucks and/or Equipment”) that, during the time period from January 1, 1999 through the Execution Date, (a) purchased Vehicle Wire Harness Systems manufactured by the Defendants, any co-conspirator, or any current or former subsidiary or affiliate thereof, or (b) purchased Trucks and/or Equipment containing Vehicle Wire Harness Systems manufactured by the Defendants or co-conspirator, or any current or former subsidiary or affiliate thereof.

12. “Settlement Class Counsel” shall refer to the following law firm:

Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103
Phone: (215) 979-1000
Fax: (215) 979-1020

13. “Settlement Class Member” or “Settlement Class Members” means, individually or collectively, members of the Settlement Class who have not timely and validly requested exclusion from the Settlement Class.

14. “Settlement Fund” means US \$72,500 (seventy two thousand and five hundred dollars) as specified in Paragraph 24, plus accrued interest as set forth in Paragraph 25, subject to approval by the Court after notice to the Settlement Class as directed by the Court.

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

B. Approval of this Agreement and Dismissal of Claims Against Tokai Rika.

16. Settlement Class Counsel, Rush Truck Plaintiffs, and Tokai Rika shall use their best efforts, including, without limitation, all steps and efforts contemplated by this Agreement and any other steps and efforts that may become necessary by order of the Court or otherwise, 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(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees only. Settlement Class Counsel and Tokai Rika agree to recommend approval of this settlement by the Court and by Settlement Class Members without qualification or condition not set forth herein. The Court’s findings and rulings in connection with this settlement shall have no effect on the Court’s ruling on any motion to certify any class in the Action or any other action, and no party may cite or refer to the Court’s approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any class or with respect to any defense asserted by any Defendant.

17. Rush Truck 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, in a form mutually agreed upon by Tokai Rika and Settlement Class Counsel, a motion seeking (i) preliminary approval of this Agreement, and (ii) a stay of all proceedings in the Action against Tokai Rika until the Court renders a final decision regarding the approval of the settlement, and, if it approves the settlement, enters the final judgment (the “Motion”). The Motion shall include the proposed form of an order preliminarily approving this Agreement, a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 19 below. No less than five (5) business days before filing, Plaintiffs shall submit a draft of the Motion to Tokai Rika for approval, which approval shall not be unreasonably withheld.

18. Rush Truck 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 Rush Truck Plaintiffs (the “Notice Motion”). In order to mitigate the costs of notice, the Rush Truck 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. No less than ten (10) business days before filing, Rush Truck Plaintiffs shall submit a draft of the Notice Motion and proposed notices to Tokai Rika for approval, which approval shall not be unreasonably withheld.

19. Rush Truck Plaintiffs shall seek, and Tokai Rika will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Rush Truck Plaintiffs and Tokai Rika shall mutually 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 11, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class in the Action;

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

c) solely as to Tokai Rika, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

d) discharging and releasing the Releasees from all Released Claims;

e) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration and consummation of this settlement, as well as over Tokai Rika, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

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

g) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including Tokai Rika, to contest

certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the Action, the MDL Litigation, or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

20. This Agreement shall become final when (i) the Court has entered a final order in the Action certifying the Settlement Class described in Paragraph 11 and approving this Agreement under Federal Rule of Civil Procedure 23(e); (ii) the Court has entered a final judgment dismissing the Action with prejudice against all Settlement Class Members as to Tokai Rika and without costs other than those provided for in this Agreement; and (iii) either (a) 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 Tokai Rika described in (i) hereof has expired with no appeal having been taken or permission to appeal having been sought; or (b) if appealed, approval of this Agreement and the final judgment as to Tokai Rika have been affirmed in their entirety by the Court of last resort to which any appeal has been taken or petition for review has been presented, and such affirmance has become no longer subject to the possibility of 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 Rush Truck Plaintiffs and Tokai Rika have executed this Agreement, Rush Truck Plaintiffs and Tokai Rika shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 41 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 any Cooperation Materials to be provided by Tokai Rika or any other Releasee), shall be deemed or construed to be an admission by Tokai Rika or any other Releasee of any fact or matter, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Tokai Rika or any other Releasee, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation or any other action, arbitration, or proceeding whatsoever against Tokai Rika or any other Releasee. 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 Tokai Rika or any other Releasee, shall be referred to, offered as evidence, or received in evidence, in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

22. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 20 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 24 of this Agreement, into the Escrow Account (defined below), and for Tokai Rika's Cooperation, as specified in Paragraphs 31-40, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, damages whenever incurred, liabilities of any nature whatsoever (including without limitation costs, penalties and attorneys' fees), 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 Fund, whether directly, representatively, derivatively or in any other capacity), under any federal, state, local, statutory or common law of any jurisdiction in the United States, or any or any other law, code, rule or regulation, whether in law or in equity, that Releasers, or each 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 relating to, 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 facts, occurrences, or transactions alleged, described or referred to in the Complaint, or any matter related thereto, or any act or omission of the Releasees, Defendants or co-conspirators now identified or later identified (or any of them), regardless of where such acts or omissions occurred, 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 or MDL Litigation, including but not limited to claims under the antitrust laws, consumer protection laws, and unjust enrichment laws under federal and/or state law (including but not limited to the laws of the Indirect Purchaser States), and including but not limited to claims relating to price fixing, bid rigging, or market or customer allocation or similar such conduct (the "Released Claims"); provided however, that nothing herein shall release: (1) any claims made by direct purchasers other than Settlement Class Members of Vehicle Wire Harness Systems as to such direct purchasers; (2) any claims made by end-payors other than Settlement Class Members that are indirect purchasers of Vehicle 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 made outside the United States under laws other than those of the United States and the states thereof based upon purchases of Vehicle Wire Harness Systems made outside of the United States; and (6) claims by persons or entities who are not Settlement Class Members for damages under the state or local laws of any jurisdiction other than the Indirect Purchaser States. 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 is rescinded or otherwise fails to become effective. The Releasors covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Releasees in connection with any of the Released Claims. Rush Truck Plaintiffs and Settlement Class Counsel acknowledge that Tokai Rika considers it to be a material term of this Agreement that all Settlement Class Members will be bound by the provisions of this paragraph 22; provided, however, that should there be a breach of this covenant not to sue by any Settlement Class Member other than Rush Truck Plaintiffs, or any one of them, Rush Truck Plaintiffs and Settlement Class Counsel will cooperate with Tokai Rika's efforts to seek the dismissal of any such claim or action.

23. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming final as set out in Paragraph 20, any and all provisions, rights, and benefits, conferred either (a) 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 (b) 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, or (c) by any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 22 hereof. 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 Tokai Rika and Rush Truck 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. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

D. Settlement Amount.

24. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, within ten (10) business days following the Execution Date, Tokai Rika shall pay the Settlement Amount of US \$72,500 (seventy two thousand and five hundred dollars) (the "Settlement Amount") into an escrow account to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the "Escrow Account"). Nothing in this

Paragraph shall relieve Tokai Rika from its Cooperation obligations as specified in Paragraphs 31-40.

E. Escrow Account.

25. An Escrow Account shall be established at U.S. Bank, with such bank acting as escrow agent (“Escrow Agent”), subject to escrow instructions mutually acceptable to Settlement Class Counsel and Tokai Rika. Such escrow shall be administered by the Escrow Agent 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. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Tokai Rika shall have no responsibility for, or liability in connection with, the Settlement Fund and/or Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

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

c) Subject to Paragraph 27 below, reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class and expenses for

maintaining and administering the Escrow Account may be paid out of the Settlement Fund, and shall not be refundable to Tokai Rika in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such funds have actually been expended or incurred for notice and administration costs. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

d) The Escrow Account is intended by the parties hereto to be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, the Escrow Agent 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(j)) back to the earliest permitted date, so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. 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.

e) 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. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund and/or Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election 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 Fund shall be paid out of the Settlement Fund 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 Fund, including any taxes or tax detriments that may be imposed upon Tokai Rika or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 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 Fund.

g) Neither Tokai Rika nor any other 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, with prior notice to the parties hereto, 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)). Tokai Rika, the Releasors, and any Releasee shall not be responsible or have any liability therefor. Tokai Rika, any Releasee, and Releasors shall have no responsibility to make any tax filings related to the

Settlement Fund. Rush Truck Plaintiffs and Tokai Rika 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).

h) In the event federal or state income tax liability is finally assessed against and paid by Tokai Rika as a result of any income earned on the funds in the Escrow Account, Tokai Rika shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not Final Approval has occurred. Tokai Rika will use reasonable efforts to resist any such assessment or payment.

i) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 11, 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 hereof, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Tokai Rika into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 25(c)), shall be returned to Tokai Rika from the Escrow Account along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or the Settlement Class.

(j) Tokai Rika 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 Tokai Rika and that the expansion of the Escrow Account shall occur in a manner that is consistent with the provisions set forth in this Paragraph 25.

26. Exclusions. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a timely written request for exclusion by the opt-out deadline

to be identified in the class notice for the timely submission of requests by Settlement Class members to be excluded from the Settlement Class. 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. Within ten (10) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel shall cause copies of requests for exclusion from the Settlement Class to be provided to counsel for Tokai Rika. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Tokai Rika 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 Vehicle Wire Harness Systems and/or has standing to bring any claim against Tokai Rika.

27. Notice to the Settlement Class. Tokai Rika agrees to permit use of a maximum of US \$25,000 of the Settlement Fund for notice to the Settlement Class and the costs of administration of the Settlement Fund and/or Escrow Account. The notice and administration expenses (up to the maximum of US \$25,000) are not recoverable if this settlement does not become final or is rescinded or otherwise fails to become effective to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs. Other than as set forth in this Paragraph and Paragraph 25(c), Tokai Rika or any other Releasee 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 any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs, or for any other notice costs (except as provided for in this Paragraph). Tokai Rika consents to the combination of notice of this Settlement to the Settlement Class with notice of one or more other settlements to the Settlement Class. In the event of such combined notices, the maximum unrecoverable notice costs chargeable to the Settlement Fund shall be equal to the total costs to provide combined notice to the Settlement Class divided by the total number of distinct settlements to which the settlement applies, but in no event shall exceed the \$25,000 notice cost cap provided for in this Paragraph.

F. The Settlement Fund.

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

29. After this Agreement becomes final within the meaning of Paragraph 20, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time 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 Fund, including, but not limited to, the costs, taxes and expenses of such distribution and administration with the exception of the provisions set forth in Paragraph 25(c) and Paragraph 27 of this Agreement.

30. Settlement Class Counsel's Attorneys' Fees, Payment of Costs and Expenses, and Incentive Awards for Class Representatives. Subject to Court approval, Rush Truck Plaintiffs and Settlement Class Counsel shall be reimbursed, indemnified and paid solely out of

the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. Incentive awards to the Rush Truck Plaintiffs, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs 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 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 costs and expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 41. Neither Tokai Rika 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 and/or Rush Truck Plaintiffs of any fee or cost and expense award in the Action. In addition, neither Tokai Rika 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, Rush Truck Plaintiffs and/or any other person who may assert some claim thereto, of any fee or cost and expense award that the Court may make in the Action. 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 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 a submission for attorneys' fees, expenses or costs, 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.

G. Cooperation.

31. In return for the release and discharge provided herein, Tokai Rika agrees to provide Cooperation to Rush Truck Plaintiffs as set forth specifically below at its own expense. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided, including coordination with (i) the settlement class counsel for the Automotive Dealership Plaintiffs (“Dealership Plaintiffs Settlement Class Counsel”) in the actions captioned Master File No. 12-md-02311, Case No. 2:12-cv-00102; (ii) settlement class counsel for the Direct Purchaser Plaintiffs in Case No. 2:12-cv-00101 (“Direct Purchasers Settlement Class Counsel”), and (iii) settlement class counsel for the End-Payor Plaintiffs in Case No. 2:12-cv-00103 (“End-Payor Settlement Class Counsel”) to the extent reasonably practicable. (Dealership Plaintiffs Settlement Class Counsel, Direct Purchasers Settlement Class Counsel and End-Payor Settlement Class Counsel shall be collectively referred to as the “Other Settlement Class Counsel”). Any Attorney Proffers, witness interviews, or depositions provided pursuant to this Agreement shall be coordinated with Other Settlement Class Counsel, and shall occur at the same time as, the Attorney Proffers, witness interviews, and depositions to be provided pursuant to the settlements of direct purchaser claims, automobile dealer claims, and end-payor claims entered into by Tokai Rika in the MDL Litigation. Cooperation will take place consistent with the timing set forth specifically in Paragraphs 32-40 below, and in a manner that is in compliance with Tokai Rika’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).

32. In return for the release and discharge provided herein, within ten (10) business days after Preliminary Approval of this Agreement, to the extent not already provided, counsel for Tokai Rika shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Tokai Rika who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging, market allocation, and customer allocation with respect to Vehicle Wire Harness Systems in the United States or for vehicles that were sold in the United States; and/or (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Vehicle Wire Harness Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Vehicle Wire Harness Systems. Neither Tokai Rika nor Counsel for Tokai Rika 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 Tokai Rika was identified to or appeared before.

33. To the extent legally permissible and it has not already done so, within forty-five (45) business days of Preliminary Approval of this Agreement, Tokai Rika shall produce to Rush Truck Plaintiffs:

a) All documents that were created in the ordinary course of business provided to or seized by the DOJ or any of the other Government Entities in connection with an investigation of price-fixing, bid-rigging, market allocation, and customer allocation of Vehicle Wire Harness Systems. This production shall include all English translations provided or seized,

but Tokai Rika will not identify which documents may have been provided to any Government Entity or indeed which Government Entities may have or may be investigating Tokai Rika;

b) Transactional sales and cost data kept in the ordinary course of Tokai Rika's business, to the extent such data exists in Tokai Rika's electronic databases and is reasonably accessible, related to Tokai Rika's bids, price submissions and sales of Vehicle Wire Harness Systems sold directly to purchasers of Vehicle Wire Harness Systems in the United States for the period January 1, 1998 through December 31, 2014. Tokai Rika shall also provide reasonable assistance to Settlement Class Counsel in understanding the transactional sales and cost data produced, including, if appropriate, a reasonable number of communications with Rush Truck Plaintiffs' experts and between technical personnel;

c) Non-privileged documents that are reasonably accessible that are sufficient to show Tokai Rika's general methodology for determination of its prices and bids for the products comprising the Vehicle Wire Harness Systems that it sells, including pricing policies, formulas and guidelines; and

d) Non-privileged documents concerning Vehicle Wire Harness Systems, collected and reviewed in connection with Tokai Rika's internal investigation, that are relevant to the allegations in the Complaint, or that have been identified by Tokai Rika as relating to or concerning a communication, meeting, or agreement regarding Vehicle Wire Harness Systems, by any employee, officer or director of Tokai Rika with any employee, officer or director of another manufacturer or seller of Vehicle Wire Harness Systems, but that were not provided to or seized by Government Entities.

e) With respect to Paragraphs 33(b)-(d) above, the parties acknowledge that responsive documents may not exist, and Tokai Rika has already produced extensive documents

responsive to Paragraphs 33(b)-(d). Tokai Rika will consider in good faith reasonable requests by Settlement Class Counsel for narrow, targeted follow-up. However, Rush Truck Plaintiffs acknowledge that Tokai Rika contends that it has not sold Vehicle Wire Harness Systems or to U.S. Truck and/or Equipment manufacturers or dealers.

f) In making any production contemplated by this Agreement, Tokai Rika is entitled to withhold from production any Documents protected from disclosure by the attorney-client privilege, doctrine, or law. In providing Documents, Tokai Rika is not required to create a privilege log or otherwise provide Rush Truck Plaintiffs with identifying information regarding the Documents withheld. No Document created in the ordinary course of business 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 Tokai Rika of such inadvertent production, the Document shall promptly be destroyed and/or returned to Tokai Rika, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. This Agreement, together with the Protective Order in each of the Actions, brings any inadvertent production by Tokai Rika within the protections of Federal Rule of Evidence 502(d), and Settlement Class Counsel will not argue that production to any person or entity made at any time suggests otherwise. For the avoidance of doubt, Rush Truck Plaintiffs expressly agree that they will not seek any discovery from Tokai Rika or the Releasees after the Execution Date including but not limited to written discovery, document discovery, or deposition discovery.

34. In the event that Tokai Rika produces Documents or provides declarations or written responses to discovery to any Government Entity or other party in the Action, concerning

or relating to this Action (“Relevant Production”), Tokai Rika shall produce all such Vehicle Wire Harness Systems Documents, declarations or written discovery responses to Rush Truck Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Tokai Rika to Rush Truck Plaintiffs. The production of relevant Documents shall include all non-privileged 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, to the extent Settlement Class Counsel participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation. Tokai Rika will provide notice to Settlement Class Counsel of any interview or any deposition notice or subpoena issued in this Action to Tokai Rika or to a current or former Tokai Rika director, officer or employee in this Action promptly upon receipt (to the extent Tokai Rika is aware of such deposition notice or subpoena and actually receives same).

35. Within ten (10) business days of preliminary approval of this Agreement, or on another date as agreed upon by counsel, and upon reasonable advance notice, counsel for Tokai Rika shall provide Settlement Class Counsel with an oral proffer (via phone or in person in Washington, DC or another location mutually agreed upon) of no more than five hours of the relevant facts known to them regarding documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics, to the extent not covered by privilege or other protections available under any applicable statute or United States law, relating to Rush Truck Plaintiffs’ allegations of price-fixing, bid-rigging, market allocation, and customer allocation with respect to Vehicle Wire Harness Systems (“Attorney Proffer”). Thereafter, Tokai Rika’s counsel will make themselves available for three

reasonable follow-up conversations of no more than one hour each in connection with the Attorney Proffer, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel. It is understood that Tokai Rika has no obligation to seek new or additional information or Documents from any of its employees, officers or directors in connection with the Attorney Proffer, witness interviews, or any follow-up conversations or otherwise; however, Tokai Rika will in good faith consider requests for new or additional information or documents, and will produce such information or documents, if appropriate, in its discretion, if the requests are reasonable and not overly burdensome on Tokai Rika.

36. Notwithstanding any other provision in this Agreement, Rush Truck Plaintiffs agree that they, Settlement Class Counsel and their experts shall maintain all statements made by Tokai Rika's counsel as "Highly Confidential - Outside Counsel Only," as said designation is described in the Protective Order in this Action (2:12-md-02311, Doc. No. 200) 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 Rush Truck Plaintiffs' claims in the Action. The parties and their counsel further agree that any statements made by Tokai Rika's counsel in connection with and/or as part of this settlement, including the Attorney Proffer referred to in Paragraph 35, shall be governed by Federal Rule of Evidence 408, and, otherwise, shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, and except as to Tokai Rika and any other Releasee, Settlement Class Counsel may use information contained in such statements in the prosecution of the Rush Truck Plaintiffs' claims in the Action, 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. Upon reasonable advance notice from Settlement Class Counsel and Other Settlement Class Counsel after preliminary approval of this Agreement, Tokai Rika shall use its best efforts to make available for interviews with Settlement Class Counsel or their experts, up to a total of two (2) persons who are current or former directors, officers, and/or employees of Tokai Rika, who Settlement Class Counsel may select (in coordination with Other Settlement Class Counsel), and who would reasonably assist Rush Truck Plaintiffs in the prosecution of the Action. Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days at the request of the interviewee or interviewers, but for no more than seven (7) hours in any one (1) day, unless otherwise agreed. The interview will be conducted within thirty miles of the person's primary residence or place of business, or at a mutually agreed upon location elsewhere.

37. In addition to its Cooperation obligations set forth herein, Tokai Rika shall use its best efforts to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, and upon reasonable advance notice, a reasonable number of Tokai Rika representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Tokai Rika'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 if authenticating witnesses are not available from such Defendants or third-parties. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Tokai Rika witnesses at trial for the purpose of obtaining such evidentiary foundations. In no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered.

a) Rush Truck Plaintiffs and Settlement Class Counsel agree they and their experts will not use the information or Cooperation Materials provided by Tokai Rika 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 Rush Truck Plaintiffs' claims in the Action, 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 Rush Truck Plaintiffs' claims in the Action or as otherwise required by law. All Documents, Cooperation Materials, and other information provided pursuant to this Agreement will be deemed "Highly Confidential - Outside Attorneys Only", as said designation is described in the Protective Order in this Action (2:12-md-02311, Doc. No. 200), subject to any orders which may be entered by the Court. and the Protective Order entered in the Action as if they had been produced in response to discovery requests and so designated. While Rush Truck Plaintiffs may employ knowledge that they have obtained from Tokai Rika's Cooperation under this Agreement in prosecuting their claims in the Action, Rush Truck Plaintiffs, Settlement Class Counsel and their experts shall otherwise treat all Cooperation Materials, Documents, testimony and statements provided by Tokai Rika in accordance with the protections of the Protective Order in this Action (2:12-md-02311, Doc. No. 200) only, and shall not use the Cooperation Materials, Documents, testimony and statements for the prosecution of any other action.

b) Tokai Rika'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, Tokai Rika's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that

final judgment has been entered in the Action against the last Defendant named in the Complaint, or until all remaining Defendants have been dismissed with prejudice, whichever occurs earlier.

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 as defined in Paragraph 11, or in the event that it is rescinded by either party under any provision herein or otherwise fails to become effective, the parties agree that neither Rush Truck Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Tokai Rika or any other Releasee, 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 deposition testimony, interview information, Documents, or any other Cooperation Materials provided by Tokai Rika and/or the Releasees, their counsel, or any individual made available by Tokai Rika solely pursuant to Cooperation (as opposed to being obtained from any other source or pursuant to a court order). This limitation shall not apply to any documents or testimony obtained in discovery of Tokai Rika in which Settlement Class Counsel participates as part of the Action. Notwithstanding anything contained herein, Rush Truck Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Tokai Rika 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 as defined in Paragraph 11, or in the event that it is terminated or rescinded by either party under any provision herein or otherwise fails to become effective. Tokai Rika need not respond to, or supplement, prior responses to formal discovery requests made pursuant to the Federal Rules of Civil Procedure from Rush Truck Plaintiffs, meet and confer, or otherwise participate in the Action during the pendency of the Agreement, including responding to any document

production and other discovery deadlines ordered in the Action. Other than to enforce the terms of this Agreement, neither Tokai Rika nor Rush Truck Plaintiffs shall file motions against the other in this Action during the pendency of the Agreement. Within five days of the Execution Date, the parties shall mutually withdraw any discovery requests served on each other and shall withdraw from participation in any pending motions filed against each other in the Action. This withdrawal of discovery and pending motions shall be without prejudice to reinstating such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein.

39. Tokai Rika and Rush Truck Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until it is submitted to the Court for preliminary approval.

40. If Settlement Class Counsel believe that Tokai Rika or any current or former employee, officer or director of Tokai Rika has refused to use its best efforts to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Tokai Rika. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling Tokai Rika to use its best efforts to provide such cooperation. Nothing in this provision shall limit in any way Tokai Rika'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.

H. 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 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 Tokai Rika and the Rush Truck Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 52. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees or costs 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 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 Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Tokai Rika less only disbursements made, or obligations incurred in accordance with Paragraphs 25(c) and 27 of this Agreement. Tokai Rika expressly reserves all of its rights and defenses if this Agreement does not become final.

43. Further, and in any event, Rush Truck Plaintiffs and Tokai Rika agree that this Agreement, whether or not it shall become final, and any and all negotiations, Documents, and discussions associated with it, including any Cooperation Materials, 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 Tokai Rika, or the Releasees, to be used against Tokai Rika or the Releasees, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action or MDL Litigation, or by any person or entity in any other action, to be used against Tokai Rika or the Releasees, and evidence thereof

shall not be discoverable or used in any way, whether in the Action, the MDL Litigation, or in any other action or proceeding, against Tokai Rika or the Releasees. Nothing in this Paragraph shall prevent Rush Truck Plaintiffs from using Cooperation Materials produced pursuant to Paragraphs 31-40, as otherwise authorized in this Agreement including, without limitation, against any other defendants besides the Releasees in the Action, 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 in exchange for the payment of the Settlement Amount and Cooperation by Tokai Rika. 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 (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.

I. Miscellaneous.

45. Tokai Rika 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.

46. This Agreement does not settle or compromise any claim by Rush Truck Plaintiffs or any other Settlement Class Member asserted in the Complaint or, if amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than Tokai Rika and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Rush Truck 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 Tokai Rika and the other Releasees, for sales made by Tokai Rika and Tokai Rika's alleged illegal conduct, are specifically reserved by Rush Truck Plaintiffs and Settlement

Class Members. Tokai Rika's sales to the Settlement Class and its alleged illegal 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 Tokai Rika and the other Releasees. Tokai Rika and the other Releasees shall not be responsible for any payment to Rush Truck Plaintiffs and Settlement Class Members other than the amount specifically agreed to in Paragraph 24 of this Agreement.

47. 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 Rush Truck Plaintiffs and Tokai Rika. 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. Tokai Rika will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

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

49. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Rush Truck Plaintiffs and Tokai Rika and the other Releasees. Without limiting the generality of the foregoing, upon Final Approval of this Agreement each and every covenant and agreement made herein by Rush Truck Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than Tokai Rika which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

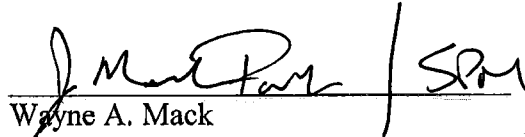
50. This Agreement may be executed in counterparts by Rush Truck Plaintiffs and Tokai Rika, and a facsimile or imaged signature shall be deemed an original signature for purposes of executing this Agreement.

51. Neither Rush Truck Plaintiffs nor Tokai Rika shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

52. 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.

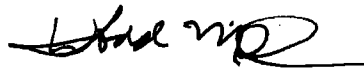
53. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement as of the Execution Date, subject only to Court approval.

Dated: July 12, 2016



Wayne A. Mack
J. Manly Parks
Andrew R. Sperl
Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103
Phone: (215) 979-1000
Fax: (215) 979-1020
wamack@duanemorris.com
jmparks@duanemorris.com
arsperl@duanemorris.com

Counsel for Plaintiffs



W. Todd Miller
BAKER & MILLER PLLC
2401 Pennsylvania Ave, NW Suite 300
Washington, DC 20037
Telephone: (202) 663-7820
Facsimile: (202) 663-7849
TMiller@bakerandmiller.com

*Attorney for Defendants Tokai Rika Co., Ltd. and
TRAM, Inc.*