

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

<b>IN RE AUTOMOTIVE PARTS ANTITRUST LITIGATION</b>	:	<b>Master File No. 12-md-02311</b>
	:	<b>Honorable Marianne O. Battani</b>
	:	
<b>IN RE: EXHAUST SYSTEMS CASES</b>	:	
	:	
<b>THIS DOCUMENT RELATES TO: ALL DIRECT PURCHASER CASES</b>	:	<b>2:16-cv-03701-MOB-MKM</b>
	:	<b>2:16-cv-13968-MOB-MKM</b>
	:	
	:	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 17th day of May, 2018 (“Execution Date”) by and between Faurecia Emissions Control Technologies, USA, LLC, and Faurecia Exhaust Systems, Inc. (collectively, “Faurecia”), and Direct Purchaser Plaintiffs (as defined in Paragraph 5 of the Agreement (all Paragraph references herein are to paragraphs of the Agreement unless otherwise specified)), both individually and on behalf of a class of direct purchasers of Automotive Exhaust Systems (“Settlement Class”), as more particularly defined in Paragraph 12.

WHEREAS, Direct Purchaser Plaintiffs are prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the “MDL Litigation”), *Exhaust Systems Cases*, 2:16-cv-03701 (E.D. Mich.), initially filed as *Manny’s Auto Supply, Inc. and Irving Levine Automotive Distributors, Inc. v. Bosal Nederland, B.V., et al.*, 2:16-cv-13968 (E.D. Mich.) (together, the “Action”), on their own behalf and on behalf of the Settlement Class against, among others, Faurecia;

WHEREAS, Direct Purchaser Plaintiffs allege that they were injured as a result of Faurecia’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize

prices, rig bids, and allocate markets and customers for Automotive Exhaust Systems (as defined below) in violation of Section 1 of the Sherman Act, as set forth in Direct Purchaser Plaintiffs' Class Action Complaint (2:16-cv-13968, Doc. No. 1) (the "Complaint").

WHEREAS, Faurecia denies Direct Purchaser Plaintiffs' allegations and has asserted defenses to Direct Purchaser Plaintiffs' claims in the Action;

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

WHEREAS, Direct Purchaser Plaintiffs, through Settlement Class Counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against Faurecia, according to the terms set forth below, is in the best interests of Direct Purchaser Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as those terms are defined below) that Faurecia has agreed to provide pursuant to this Agreement;

WHEREAS, Faurecia, despite its belief that it is not liable for the claims asserted by Direct Purchaser Plaintiffs and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the 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 Faurecia with respect to Automotive Exhaust Systems based on the allegations in the Action, as more particularly set out below;

WHEREAS, Faurecia has agreed to provide Cooperation (as defined below) to Direct Purchaser Plaintiffs in the ongoing prosecution of the Action against Defendants that are not Releasees (as defined below), as set forth in this Agreement; and

WHEREAS, Direct Purchaser Plaintiffs recognize the benefits of Faurecia's Cooperation and recognize that, because of joint and several liability, this Agreement with Faurecia does not impair Direct Purchaser Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action, including any damages attributable to Faurecia's alleged conduct.

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

A. Definitions

1. "Automotive Exhaust Systems" shall have the meaning set forth in Paragraph 4 of the Complaint.
2. "Cooperation" shall refer to those provisions set forth below in Paragraphs 34-50.
3. "Cooperation Materials" means any information, testimony, Document (as defined below) or other material provided by Faurecia under the terms of this Agreement.
4. "Defendant" means, for purposes of this Agreement only, any or all of the following: Tenneco, Inc.; Tenneco Automotive Operating Co., Inc.; Tenneco GmbH; Bosal Nederland, B.V.; Bosal Industries-Georgia, Inc.; Bosal USA, Inc.; Friedrich Boysen GmbH & Co.

KG; Eberspacher Exhaust Technology GmbH & Co. KG; Eberspacher North America, Inc.; Faurecia Emissions Control Technologies, USA, LLC; Faurecia Exhaust Systems, Inc.; and Meritor, Inc. f/k/a ArvinMeritor.

5. “Direct Purchaser Plaintiffs” means the Settlement Class Members, as defined in Paragraph 14, who are also the named 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. “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.

8. “Protective Order” means the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information, Master File No. 2:12-md-2311 (E.D. Mich. July 10, 2012) (ECF No. 200).

9. “Released Claims” means the Claims described in Paragraphs 23-24.

10. “Releasees” shall refer to (i) Faurecia, (ii) all of Faurecia’s past and present direct and indirect parents, subsidiary companies and affiliates, including their respective predecessors, successors and assigns, and (iii) 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 persons and entities listed in (i) and (ii). For purposes of this Agreement, “Releasees” does not include any defendant in the Action other than Faurecia.

11. “Releasers” shall refer to Direct Purchaser Plaintiffs and the Settlement Class Members, as defined in Paragraph 14, below, and to their past and present direct and indirect parents,

subsidiary companies and affiliates, including their respective predecessors, successors and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, members, representatives, insurers, attorneys, heirs, executors, administrators and assigns of any of the foregoing.

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

All persons and entities that purchased Automotive Exhaust Systems in the United States directly from a Defendant (or any of a Defendant’s subsidiaries or affiliates) from January 1, 2002 through February 12, 2018. Excluded from the Settlement Class are Defendants, their present and former parent companies, subsidiaries, and affiliates, federal governmental entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

13. “Settlement Class Counsel” shall refer to the following law firms: Freed Kanner London & Millen LLC, 2201 Waukegan Road, Suite 130, Bannockburn, IL 60015; Kohn, Swift & Graf, P.C., One South Broad Street, Suite 2100, Philadelphia, PA 19107; Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, ME 04101; and Spector Roseman & Kodroff, P.C., 1818 Market Street, Suite 2500, Philadelphia, PA 19103.

14. “Settlement Class Member” means each member of the Settlement Class who has not validly and timely elected to be excluded from the Settlement Class.

15. “Settlement Amount” shall be US \$1,900,000.00. The Settlement Amount is subject to reduction based on valid and timely requests for exclusion as set forth in Paragraph 27.

16. “Settlement Fund” shall refer to the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 25.

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

17. Direct Purchaser Plaintiffs and Faurecia shall use their reasonable 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(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees only.

18. Within forty-five (45) days after the execution of this Agreement, Direct Purchaser Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Preliminary Approval Motion”). The Preliminary Approval Motion shall include the proposed form of an order preliminarily approving this Agreement. The text of the Preliminary Approval Motion and the proposed order shall be agreed upon by Direct Purchaser Plaintiffs and Faurecia before submission of the Preliminary Approval Motion.

19. Direct Purchaser Plaintiffs shall, after reasonable notice to Faurecia, and at a time to be decided in Direct Purchaser Plaintiffs’ sole discretion, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to the Settlement Class (the “Notice Motion”). Direct Purchaser Plaintiffs will submit a draft of the Notice Motion to Faurecia sufficiently in advance of the date that Direct Purchaser Plaintiffs intend to submit the Notice Motion to the Court for Faurecia’s counsel to review and comment within five (5) days after receipt, and Direct Purchaser Plaintiffs shall reasonably consider Faurecia’s comments. To mitigate the costs of the notice, Direct Purchaser Plaintiffs shall endeavor, if possible, to disseminate notice of this Agreement with notice of any other settlements reached in the Action as of the date when the Notice Motion is filed and for which notice has not previously been provided. The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice.

20. Direct Purchaser Plaintiffs shall seek, and Faurecia will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Direct

Purchaser Plaintiffs and Faurecia shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 12, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this Agreement as a settlement class for the Action;

(b) as to the Action, approving finally this Agreement 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) directing that all Releasors shall, by operation of law, be deemed to have released all Releasees from the Released Claims.

(d) as to Faurecia, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(e) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration, and consummation of this settlement, as well as over Faurecia, 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 in the Action as to Faurecia 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 Faurecia, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in the Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any defendant's motion; and (iii) no party may cite or refer to the Court's

approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any defendant's motion.

21. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 12 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to Faurecia 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 Faurecia described above has expired or, if appealed, approval of this Agreement and the final judgment in the Action as to Faurecia has been affirmed in its entirety by the Court of last resort to which such appeal has been taken, and such affirmance has become no longer subject to further appeal or review, and no other motion or pleading purporting to challenge this Agreement is pending in any court. 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 Direct Purchaser Plaintiffs and Faurecia have executed this Agreement, Direct Purchaser Plaintiffs and Faurecia shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 51 of this Agreement.

22. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents, or discussions associated with them (including Cooperation Materials produced pursuant to Paragraphs 34-50), shall be deemed or construed to be an admission by Faurecia or Releasees, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Faurecia or Releasees, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against Faurecia or



Releasees. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 34-50, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation or during settlement negotiations, or to develop and promulgate a plan of allocation and distribution in the MDL Litigation, provided that such use is subject to the terms and conditions set forth in the Protective Order and, as necessary, Faurecia has been provided notice and has the opportunity to make applicable confidentiality designations under the Protective Order. 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 Faurecia, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceeding, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. In the event that this Agreement is rescinded, terminated, or fails to receive final approval, nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from taking discovery of or seeking to introduce as evidence (subject to any objections) any documents or information that were originally provided as Cooperation Materials.

C. Release, Discharge, and Covenant Not to Sue

23. 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 21 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 25 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that

Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to (i) any conduct prior to the Execution Date alleged in the Complaint or any amendment thereto, and/or (ii) any act or omission of the Releasees (or any of them) prior to the Execution Date concerning price fixing, bid rigging, or market, customer, or supply allocation of Automotive Exhaust Systems, including but not limited to any conduct and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaint filed in the Action, provided however, that nothing herein shall release: (1) any claims based on indirect purchases of Automotive Exhaust Systems; (2) claims involving any negligence, personal injury, breach of contract (to the extent that such breach of contract claims are unrelated to antitrust, collusion, conspiracy, or any claims or actions alleged in the Complaint), bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of product warranty, securities or similar claim relating to Automotive Exhaust Systems; (3) claims brought outside the United States relating to purchases of Automotive Exhaust Systems outside the United States; (4) claims brought under laws other than those of the United States relating to purchases of Automotive Exhaust Systems outside of the United States; and (5) claims concerning any product other than Automotive Exhaust Systems. 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 this Agreement is, for any reason, not finally approved or is rescinded or terminated.

24. In addition to the provisions of Paragraph 23 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 21 of this Agreement, any and all provisions, rights, and

benefits, as to their claims concerning Automotive Exhaust Systems, conferred by § 1542 of the California Civil Code, which states:

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

or by any law or statute 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 Paragraphs 23 and 24 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 Faurecia and Direct Purchaser Plaintiffs have agreed to release pursuant to Paragraphs 23 and 24, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount

25. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Faurecia shall pay or cause to be paid the Settlement Amount of \$1,900,000.00. The Settlement Amount shall be paid in U.S. dollars into the Escrow Account (as defined below) to be administered in accordance with the provisions of Paragraphs 26-28 of this Agreement within thirty (30) days following the date Faurecia is provided with the account number, account name, and wiring transfer information for the Escrow Account; provided, however, that Faurecia shall not be required to pay any portion of the Settlement Amount until entry of an order

preliminarily approving this Agreement. No part of the Settlement Amount paid by Faurecia shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

26. Escrow Account

(a) An escrow account shall be maintained by Settlement Class Counsel at The Huntington National Bank (the “Escrow Account”) with such bank serving as escrow agent (“Escrow Agent”). The Escrow Account shall be administered by the Escrow Agent under the Court’s continuing supervision and control. For the avoidance of doubt, the Escrow Account is established to resolve and satisfy the claims raised in the Action, as described in the first two clauses of the preamble to this Agreement.

(b) All funds in the Escrow Account, including any income earned thereon, shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Faurecia shall have no responsibility for, or liability in connection with, the Settlement Fund or Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

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

(d) Subject to the limitation set forth in Paragraph 29, reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses for

maintaining and administering the Settlement Fund, and taxes and expenses incurred in connection with taxation matters may be paid without approval from the Court and shall not be refundable to Faurecia in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such expenses have actually been expended or incurred. Any refund that becomes owed to Faurecia pursuant to Paragraph 28 may be paid out of the Escrow Account without approval from the Court. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

(e) 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. At the request of Faurecia, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made 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. Settlement Class Counsel shall be responsible to ensure that all appropriate tax filings and payments are made on a timely basis. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be timely paid on any income earned on the funds in the Escrow Account, whether or not final approval has occurred. In the event federal or state income tax liability is finally assessed against and paid by Faurecia as a result of any income earned on the funds in the Escrow Account, Faurecia shall be entitled to reimbursement of such payment from the funds in the Escrow Account without need for approval of the Court and whether or not final approval has occurred. Faurecia will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Faurecia and any Releasee, and their respective counsel, shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes or tax expenses with respect thereto, and neither Faurecia nor any Releasee nor

their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

(f) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 12, or if the Action is not certified as a class action for settlement purposes, or if this Agreement is rescinded or terminated, then all amounts paid by Faurecia into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 26 and 29), shall be returned to Faurecia 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 denying final approval of the Agreement and/or Settlement Class, or within thirty (30) calendar days after the Agreement is rescinded or terminated.

27. Exclusions from the Settlement Class.

(a) 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 the Settlement Agreement upon final approval.

(b) Within ten (10) business days after the Opt-Out Deadline, Settlement Class Counsel will cause copies of all timely requests for exclusion from the Settlement Class to be provided to counsel for Faurecia. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Faurecia reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member

is a direct purchaser of any allegedly price-fixed Automotive Exhaust Systems or has standing to bring any claim.

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

28. Settlement Amount Reduction.

(a) The Settlement Amount is subject to reduction based on valid and timely requests for exclusion in accordance with the terms set forth in a separate, confidential letter agreement between Faurecia and the Settlement Class. The confidential letter agreement may be provided to the Court for *in camera* review upon its request.

(b) Within ten (10) days after the actual receipt by Faurecia of the requests for exclusion from Settlement Class Counsel, Faurecia's counsel and Settlement Class Counsel shall confer for the purpose of determining whether the requests for exclusion trigger the reduction terms agreed to by the parties. If Settlement Class Counsel and Faurecia's counsel are unable to agree upon whether the requests for exclusion trigger the reduction terms, the matter shall be referred to the Court for decision, and the Court's decision shall be final, binding and non-appealable.

(c) Within thirty (30) days after the later of the date that Settlement Class Counsel and Faurecia's counsel agree upon whether the requests for exclusion trigger the reduction terms and the amount of any such reduction, or the date of the Court's decision on the amount of any Settlement Amount reduction, any reduction in the Settlement Amount owed to Faurecia shall be returned from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

29. Payment of Settlement Expenses.

(a) Faurecia agrees to permit a reasonable portion of the Settlement Fund up to a maximum of \$75,000.00 (which limitation is effective up until the date of final approval of the Agreement) to be used towards notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses are not recoverable if this Agreement does not become final or is rescinded or terminated to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs. The Escrow Agent shall return all remaining portions of the Settlement Fund to Faurecia if the Agreement does not become final, or is rescinded or terminated. Other than as set forth in this Paragraph 29, Faurecia shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court, or Special Master, appeals, trials, or the negotiation of other settlements, or for class administration and costs.

(b) To mitigate the costs of notice and administration, the Direct Purchaser Plaintiffs shall use their reasonable best efforts, if practicable, to disseminate notice with any other settlements reached with other Defendants in the Action for which notice pursuant to Rule 23 has not yet been provided and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

(c) Within thirty (30) days after the Execution Date, Faurecia will supply to Settlement Class Counsel, in an electronic mailing format, the names and addresses of putative Settlement Class Members to whom it sold Automotive Exhaust Systems during the Settlement Class Period to the extent they are identifiable through reasonable efforts.

E. The Settlement Fund.

30. In addition to the Cooperation, Releasers' sole recourse for settlement and satisfaction of all Released Claims against the Releasees is against the Settlement Fund, and



Releasors shall have no other recovery against Faurecia or any other Releasee other than the Settlement Fund.

31. After this Agreement becomes final within the meaning of Paragraph 21, 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 and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 26 and 29 of this Agreement.

32. Direct Purchaser Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses and costs, as provided by Court Order and the provisions of Paragraphs 26 and 29. Faurecia and the other Releasees shall not be liable for any costs, fees, or expenses of any of Direct Purchaser Plaintiffs' or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court or authorized by Paragraphs 26 and 29 shall be paid out of the Settlement Fund.

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

(a) Subject to Court approval, Direct Purchaser Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. An incentive award to each Direct Purchaser Plaintiff, 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, in the event that this Agreement does not become final as set forth in Paragraph 21 of this Agreement, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 26(f) or Paragraph 51.

(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 class representatives ("Fee and Expense Application") to be paid out of the Settlement Fund is not part of this Agreement, and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Agreement. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order, shall not operate to rescind, terminate, or cancel this Agreement, or affect the final approval of the settlement.

(c) Neither Faurecia nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Direct Purchaser Plaintiffs of any fee and expense award, or incentive award, in the Action.

(d) Neither Faurecia nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Direct Purchaser Plaintiffs and/or any other person who may assert some claim thereto, of any fee and expense award, or incentive award, that the Court may make in the Action.

F. Cooperation

34. In return for the release and discharge provided herein, Faurecia agrees to pay the Settlement Amount, and further agrees to use its reasonable best efforts to provide satisfactory and timely Cooperation, at its expense, as set forth specifically in Paragraphs 34-50 of this Agreement. Specifically, Faurecia agrees to use its reasonable best efforts to provide satisfactory and timely cooperation in the Action, until the later of the entry of the final judgment or judgments with respect to all of the remaining Defendants in the Action or dismissal with prejudice of those Defendants and when such judgments or dismissals become “final” as described in Paragraph 21. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with any obligations Faurecia may have to any Government Entity (defined as the United States Department of Justice (“DOJ”), the Japan Fair Trade Commission, the European Commission, or any other government entity). Faurecia shall not be required to provide documents or information protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by any Government Entity. Upon reasonable request, for all Documents withheld from production, Faurecia shall provide a 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.

35. Cooperation shall be limited to Automotive Exhaust Systems and shall not include information relating to other products manufactured by Faurecia and/or Releasees.

36. Identity of Individuals. Within ten (10) business days of preliminary approval of this Agreement, counsel for Faurecia shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Faurecia who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of Automotive Exhaust Systems; (2) appeared before the grand jury in the DOJ’s

investigation of conduct relating to alleged antitrust violations with respect to Automotive Exhaust Systems; and (3) were disclosed to the DOJ by Faurecia as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Automotive Exhaust Systems.

37. Documents. Faurecia will use its reasonable best efforts to complete the production of the following Documents, including English translations (only to the extent such translations existed prior to the date of this Agreement), no later than sixty (60) days after preliminary approval by the Court of this Agreement: (1) Documents, including any translations, provided to or seized by any Government Entity relating to its investigation into alleged competition violations with respect to Automotive Exhaust Systems; (2) non-privileged Documents concerning Automotive Exhaust Systems and collected and reviewed in connection with Faurecia's internal investigation that are relevant to the allegations in the Complaint, but that were not provided to or seized by any Government Entity; (3) non-privileged Documents that are reasonably accessible and sufficient to show Faurecia's methodologies for determination of their prices for Automotive Exhaust Systems to be sold directly to persons or entities in the United States; and (4) the following Documents with respect to (a) any Request for Quotation ("RFQ") that was subject to collusion and (b) up to fifteen (15) additional RFQs identified by Direct Purchaser Plaintiffs: bids submitted in response to such RFQs, award notifications for such RFQs, and post-award price adjustments that were part of such RFQs for Automotive Exhaust Systems, including Documents sufficient to identify Annual Price Reductions (APR), provided that Faurecia may make any redactions that it reasonably deems necessary to comply with applicable privacy and data protection laws. The parties will meet-and-confer regarding any extensions concerning the timing of the completion of production. As to Documents in Faurecia's possession, custody, or control that are not listed above, Faurecia will consider in good faith any reasonable request by Direct Purchaser Plaintiffs to produce such

Documents provided the request would not impose an undue burden on Faurecia. All currently pending discovery requests will be withdrawn, and no further discovery will be sought from any Faurecia entity other than as provided for in this Agreement.

38. Transactional Data. At the request of Direct Purchaser Plaintiffs following preliminary approval of this Agreement, Faurecia will use its reasonable best efforts to produce within sixty (60) days pre-existing and reasonably accessible sales and cost transactional data related to Automotive Exhaust Systems sold directly to persons or entities in the United States in the format maintained in the ordinary course of business and to the extent it exists in Faurecia's currently maintained electronic databases from January 1, 2000 through the Execution Date of this Agreement; if, however, Faurecia makes a production of similar Automotive Exhaust System transactional data to End-Payor Plaintiffs or Automobile Dealership Plaintiffs for a period after the Execution Date of this Agreement, then, at Faurecia's sole discretion, it may limit the end date of its transactional production to Direct Purchaser Plaintiffs to the same end date as that production (in either event, the "Transactional Data Production Date"). In addition, Faurecia will provide, in response to a written request from Settlement Class Counsel, a single production of the same categories of electronic transactional data generated during the two years after the Execution Date of this Agreement related to Automotive Exhaust Systems, as it exists in Faurecia's electronic databases at the time of the request, within sixty (60) days of the receipt of such request. Faurecia shall preserve such transactional data until two (2) years after the Transactional Data Production Date. To the extent Faurecia has not recorded or maintained electronic transaction data for any period between January 1, 2000 and two (2) years from the Execution Date of this Agreement, then Faurecia will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction database. Faurecia shall also provide reasonable assistance to Settlement Class Counsel in understanding the transactional data produced,

including, if appropriate, a reasonable number of communications with Direct Purchaser Plaintiffs' experts and between technical personnel.

39. Should Faurecia inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under domestic or foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a Government Entity, Direct Purchaser Plaintiffs agree: (a) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement and (b) to return such documents to Faurecia upon a written request from Faurecia. This Agreement, together with the Protective Order in the Action, brings any inadvertent production by Faurecia 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. No Document shall be withheld under claim of privilege or work product if produced to or made available to any Government Entity, unless clawed back from those entities pursuant to Rule 502 or otherwise.

40. Attorney Proffers, Witness Interviews, Depositions, Declarations, and Trial Testimony. Additionally, Faurecia shall use its reasonable best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 34-50.

(a) Faurecia's counsel will make themselves available at a mutually agreed-upon location in the United States for up to two (2) joint meetings of one (1) business day each with Settlement Class Counsel and settlement class counsel for the End-Payor Plaintiffs and Automobile Dealership Plaintiffs to provide an attorneys' proffer of facts known to them regarding Faurecia's involvement in and/or knowledge of Direct Purchaser Plaintiffs' allegations concerning meetings, communications, and/or agreements among Automotive Exhaust Systems competitors regarding Automotive Exhaust Systems pricing, supply, or other information used to set prices or control supply of Automotive Exhaust Systems. Thereafter, Faurecia's counsel will make themselves

available for reasonable follow-up conversations in connection with the attorneys' proffer. Faurecia further agrees to use its reasonable best efforts to make four (4) persons available for reasonable interviews and depositions with Class Counsel and settlement class counsel for the End-Payor Plaintiffs and Automobile Dealership Plaintiffs, who shall be jointly selected by Settlement Class Counsel, End-Payor Settlement Class Counsel, and Auto Dealer Settlement Class Counsel in this Action, provide four (4) declarations or affidavits from the same persons, and make those same persons available to testify at trial. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States, and the depositions shall be limited to a total of seven (7) hours over one (1) day unless the deposition is in a language other than English, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) days.

(b) In addition to its Cooperation obligations set forth herein, at the request of Direct Purchaser Plaintiffs, Faurecia agrees to use its reasonable best efforts to produce through affidavit(s), declaration(s), and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any Documents or transactional data produced or to be produced by Faurecia. Settlement Class Counsel agree to use their reasonable best efforts to obtain stipulations that would avoid the need to call Faurecia witnesses at trial for the purpose of obtaining such evidentiary foundations.

41. In the event that Faurecia produces Documents, including translations, or provides declarations or written responses to discovery to any party or non-party in the MDL Litigation concerning or relating to the Action ("Relevant Production"), Faurecia shall produce all such Documents, declarations or written discovery responses to Direct Purchaser Plaintiffs contemporaneously with making the Relevant Production. In addition, Faurecia shall provide Direct Purchaser Plaintiffs with all cooperation it provides pursuant to any settlement agreement in the

MDL Litigation concerning or relating to Automotive Exhaust Systems. To the extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those already provided for in Paragraph 40, Settlement Class Counsel shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask questions for a period up to three (3) hours at any deposition (provided that this shall not expand the time permitted for any deposition). All such additional Cooperation shall be coordinated, to the extent reasonably practicable, between Settlement Class Counsel, settlement class counsel for Automobile Dealer Plaintiffs, and settlement class counsel for the End-Payor Plaintiffs, or such other party to whom such cooperation is provided pursuant to a settlement agreement.

42. Direct Purchaser Plaintiffs shall use reasonable best efforts to coordinate all Cooperation with other settling plaintiffs in such a manner so that all unnecessary duplication and expense is avoided. To the extent practicable, any attorney proffers, witness interviews, or depositions provided pursuant to Cooperation provisions shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided under Faurecia's Cooperation provisions to the End-Payor Plaintiffs, Automobile Dealership Plaintiffs and, if agreed upon by the parties hereto, any other party with whom Faurecia reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action.

43. Faurecia shall be entitled to designate all Cooperation Materials in accordance with the Protective Order. Direct Purchaser Plaintiffs and Settlement Class Counsel will not attribute any factual information obtained from Attorney Proffers to Faurecia or their counsel. Direct Purchaser Plaintiffs and Settlement Class Counsel may share information obtained from attorney proffers only with settlement class counsel for End-Payor Plaintiffs, Automobile Dealership Plaintiffs, and, if agreed upon by the parties hereto, with any other party with whom Faurecia reaches



a separate settlement agreement related to claims of a subject matter similar to those raised in the Action.

44. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any attorney proffers or other statements made by counsel for Faurecia in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408, shall otherwise not be deemed admissible into evidence or subject to further discovery and shall be deemed to be “Highly Confidential” under the Protective Order. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such attorney proffers or other statements: (a) in the prosecution of its claims in the Action and in settlement discussions (subject to prior disclosure and agreement by Faurecia, which shall not be unreasonably withheld), including for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, except any claims against Faurecia or the other Releasees; and (b) to certify under seal 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 reasonable opportunity for further investigation or discovery, but shall not introduce any such information contained in such attorney proffers or such other statements into the record, or depose or subpoena any Faurecia counsel.

45. Faurecia’s obligations to provide Cooperation shall not be affected by the releases set forth in this Agreement. Unless this Agreement is rescinded, terminated, or otherwise fails to take effect, Faurecia’s obligations to provide Cooperation under this Agreement shall continue, unless otherwise ordered by the Court, until the later of the entry of the final judgment or judgments with respect to all of the remaining Defendants in the Action or dismissal with prejudice of those Defendants and when such judgments or dismissals become “final” as described in Paragraph 21 of this Agreement. For purposes of this Paragraph, the term “final” shall have the same meaning as set forth in Paragraph 21 of this Agreement.

46. In the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class as defined in Paragraph 12, or in the event that it is rescinded or terminated by either party under any provision herein, the parties agree that neither Direct Purchaser Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Faurecia or the other Releasees, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any Documents or information or statements provided by Faurecia and/or the other Releasees, their counsel, or any individual made available by Faurecia and/or the other Releasees pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Direct Purchaser Plaintiffs further agree that, within sixty (60) days after the rescission or termination of this Agreement, or after any final order of the Court rejecting approval of the Settlement Class, Direct Purchaser Plaintiffs must return or destroy all Cooperation Materials received from Faurecia or the other Releasees. This limitation shall not apply to any discovery of Faurecia that Settlement Class Counsel participate in as part of the MDL Litigation. Notwithstanding anything contained herein, Direct Purchaser Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Faurecia, including in the event that this Agreement fails to receive final approval by the Court, including final approval of the Settlement Class, as defined in Paragraph 12, or in the event that it is rescinded or terminated by either party under any provision herein.

47. Unless this Agreement is rescinded, terminated or fails to receive Final Court Approval, or otherwise fails to take effect, Faurecia and other Releasees need not respond to discovery requests from Direct Purchaser Plaintiffs made pursuant to the Federal Rules of Civil Procedure or otherwise participate in the Action during the pendency of this Agreement, with the exception of the Cooperation provisions set forth in Paragraphs 34-50 of this Agreement. Other than

to enforce the terms of this Agreement, neither Faurecia nor Direct Purchaser Plaintiffs shall file motions against the other, in the Action or the MDL Litigation, during the pendency of this Agreement.

48. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel may attend and/or participate in any depositions of Faurecia's witnesses in addition to the depositions set forth in Paragraph 40, provided that the time for participation of Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of a Faurecia current or former employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph 48 will not limit the number of depositions to be provided under Paragraph 40 above. Direct Purchaser Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 40 above are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

49. Faurecia, Direct Purchaser Plaintiffs, and Settlement Class Counsel agree not to disclose the terms of this Agreement until this Agreement is submitted to the Court for preliminary approval publicly or to any other person, except such disclosure may be made: (a) to the Releasees where necessary; (b) as otherwise required by law or statute in any jurisdiction; (c) to any other party with whom Faurecia reaches a separate settlement agreement related to claims of a subject matter similar to those raised in the Action; and (d) to those employees and outside professional advisors (*e.g.*, accountants, lawyers, tax advisors, etc.) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise Faurecia and Direct Purchaser Plaintiffs. Faurecia may disclose the fact that it has settled with Direct Purchaser Plaintiffs, without disclosing the settlement terms, to counsel for other Defendants in the Action.

50. If Settlement Class Counsel believe that Faurecia or any current or former employee, officer, or director of Faurecia has failed to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such Cooperation. Nothing in this provision shall limit in any way Faurecia'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. Nothing in this Agreement shall be construed to provide that Faurecia has control over former employees.

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

51. 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 Paragraph 12 of this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 21 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 Faurecia and Direct Purchaser Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 26, 29, and 51-53 of this Agreement shall remain in effect in the event this Agreement is rescinded or terminated. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 63 of this Agreement. 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.

52. In the event that this Agreement does not become final as set forth in Paragraph 21 of this Agreement, or this Agreement otherwise is rescinded or terminated pursuant to Paragraphs 26(f) or 51, 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 Faurecia less only disbursements made, or the amount of obligations incurred, in accordance with Paragraphs 26 and 29. Faurecia expressly reserves all rights and defenses if this Agreement does not become final, or is rescinded or terminated.

53. Further, and in any event, Direct Purchaser Plaintiffs and Faurecia agree that this Agreement, whether or not it shall become final, or is rescinded or terminated, and any and all negotiations, Documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Faurecia or the other Releasees, to be used against Faurecia or the other Releasees, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL Litigation, to be used against Faurecia or the Releasees, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation or in any other action or proceeding, against Faurecia or the other Releasees. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using Cooperation Materials produced by Faurecia against any other Defendants in this Action to establish (i) or (ii) above.

54. 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 Faurecia, and all such similar potential claims with respect to each of the other Releasees.

55. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraph 21 hereof, appropriate notice 1) of the settlement, and 2) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

H. Miscellaneous

56. Faurecia 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.

57. This Agreement does not settle or compromise any claim by Direct Purchaser 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 Faurecia and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Direct Purchaser 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 Faurecia and the other Releasees, for sales made by Faurecia and/or the other Releasees relating to alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiffs and Settlement Class Members. Faurecia's and the other Releasees' sales to the Settlement Class and their 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 Faurecia and the other Releasees. Neither Faurecia nor any Releasee shall be responsible for any payment to Direct Purchaser Plaintiffs other than the amount specifically agreed to in Paragraph 25 of this Agreement.

58. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, interpretation, 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 Direct Purchaser Plaintiffs and Faurecia, including challenges to the reasonableness of any party's actions required by this Agreement. 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. Faurecia will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

59. This Agreement and the confidential letter agreement between Faurecia and the Settlement Class, as described in Paragraph 28, constitute the entire, complete and integrated agreement among Direct Purchaser Plaintiffs and Faurecia pertaining to the settlement of the Action against Faurecia, and supersede all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Direct Purchaser Plaintiffs and Faurecia in connection herewith. This Agreement and the confidential letter agreement may not be modified or amended except in writing executed by Direct Purchaser Plaintiffs and Faurecia, and approved by the Court.

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

61. This Agreement may be executed in counterparts by Direct Purchaser Plaintiffs and Faurecia, and a facsimile or Portable Document Format (.pdf) image of a signature shall be deemed an original signature for purposes of executing this Agreement.

62. Neither Direct Purchaser Plaintiffs nor Faurecia 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.

63. 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.

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

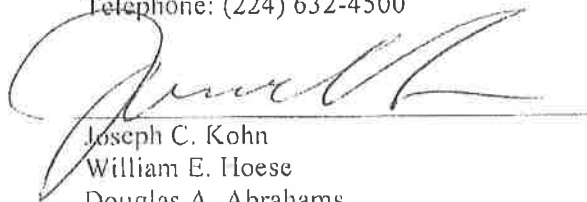
65. After execution by Settlement Class Counsel and attorneys for Faurecia, this Agreement shall become effective upon execution of this Agreement following approval by the Board of Directors of Faurecia.

Date: May 17, 2018



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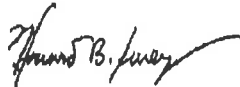
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