

defined below) in violation of Section 1 of the Sherman Act, as set forth in Direct Purchaser Plaintiff's Class Action Complaint (2:16-cv-13968, Doc. No. 1) (the "Complaint");

WHEREAS, Meritor 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 Meritor, during which Meritor provided substantial information regarding its sale of the Automotive Exhaust Systems business and its position that it withdrew from any alleged Automotive Exhaust Systems conspiracy, and this Agreement has been reached as a result of those negotiations;

WHEREAS, Direct Purchaser 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 Meritor, 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 Meritor has agreed to provide pursuant to this Agreement;

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

WHEREAS, Meritor, 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 release, order, and judgment contemplated by this Agreement, and to put to rest with finality all claims that

have been or could have been asserted against Meritor with respect to Automotive Exhaust Systems based on the allegations made in the Action, as more particularly set out below;

WHEREAS, Meritor 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 such Cooperation will reduce Direct Purchaser Plaintiffs' substantial burden and expense associated with prosecuting the Action; and

WHEREAS, Direct Purchaser Plaintiffs recognize the benefits of Meritor's Cooperation, and recognize that because of joint and several liability, this Agreement with Meritor 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 Meritor's alleged conduct.

NOW, THEREFORE, in consideration of the covenants, agreements, and release 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 Meritor, subject to the approval of the Court, on the following terms and conditions:

A Definitions

1. "Automotive Exhaust Systems" for purposes of this Agreement, has the same definition as set forth in the Complaint, specifically "manifolds, flex pipes, catalytic converters, converters, diesel oxidation catalysts, diesel particulate filters, oxygen sensors, isolators, gaskets, clamps, resonator assemblies, pipe accessories, mufflers, muffler assemblies, and tubes. An exhaust system has a 'hot end,' which is the part of the exhaust system that is mounted to the

engine (generally comprising the manifold and/or catalytic converter) and a ‘cold end,’ which is the part of the exhaust system that is mounted to the underbody of the car (and contains, for example, the muffler, pipes and/or the catalytic converter).”

2. “Cooperation” refers to those provisions set forth below in Section J.

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

4. “Defendant” means, for purposes of this Settlement 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 SA; 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 10 who are the named plaintiffs in the Complaint.

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

7. “Reasonable best efforts” means making reasonable efforts and exercising reasonable diligence.

8. “Releasees” shall refer to (i) Meritor, (ii) all of Meritor’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). "Releasees" does not include any defendant in the MDL Litigation other than Meritor.

9. "Releasers" shall refer to Direct Purchaser Plaintiffs and the members of the Settlement Class, as defined in Paragraph 10, below, and to their past and present 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.

10. For purposes of this Agreement, the "Settlement Class" is defined as:

All individuals and entities who purchased Automotive Exhaust Systems in the United States directly from any of the Defendants (or their 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.

11. "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., 1600 Market Street, Suite 2500, Philadelphia, PA 19103; Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, ME 04112; and Spector Roseman & Kodroff, P.C., 2001 Market Street, Suite 3420, Philadelphia, PA 19103.

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

13. "Settlement Amount" shall be US \$1,000,000 as specified in Paragraph 23. The Settlement Amount is subject to reduction based on valid and timely requests for exclusion as set forth in Paragraph 31.

14. "Settlement Fund" shall refer to the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 24.

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

15. Direct Purchaser Plaintiffs and Meritor 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.

16. Within thirty (30) days after the execution of this Agreement, Direct Purchaser Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Motion"). The Motion shall include the proposed form of an order preliminarily approving this Agreement. Before submission, Meritor shall have a reasonable opportunity to review and comment on the Motion and proposed order, and Direct Purchaser Plaintiffs shall reasonably consider Meritor's comments.

17. Direct Purchaser Plaintiffs, at a time to be decided in their sole discretion, shall 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"). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice. Before submission Meritor shall have a reasonable opportunity to

review and comment on the Notice Motion, and Direct Purchaser Plaintiffs shall reasonably consider Meritor's comments.

18. Direct Purchaser Plaintiffs shall seek the entry of an order and final judgment, the text of which Direct Purchaser Plaintiffs and Meritor shall agree upon, and such agreement will not be unreasonably withheld. 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 10, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class;

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

(c) directing that all Releasors shall, by operation of law, be deemed to have released all Releasees from the Released Claims;

(d) as to Meritor, 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 Meritor for 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 in the Action as to Meritor 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 Meritor, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in this order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any 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.

19. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 10 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 Meritor 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 Meritor described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to Meritor 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 Meritor have executed this Agreement, Direct Purchaser Plaintiffs and

Meritor shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 56.

20. Neither this Agreement (whether or not it becomes final) nor the final judgment, nor any negotiations, documents, and discussions associated with them (including Cooperation Materials produced pursuant to Section J, unless they were separately produced in the normal course of discovery), shall be deemed or construed to be an admission by Meritor or any other Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Meritor 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 directly or indirectly, in any way, whether in the MDL Litigation, or in any other arbitration, action or proceeding whatsoever, against Meritor or any other Releasee. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section J, subject to the limitations in those paragraphs, against any other defendants in the MDL Litigation, to establish any of the above or to develop and promulgate a plan of allocation and distribution. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by Meritor 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 (defined below), or as otherwise required by law.

C. Release, Discharge, and Covenant Not to Sue

21. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 19, and in consideration

of payment of the Settlement Amount, as specified in Paragraph 23, into the Escrow Account (defined below), and for other valuable consideration (Cooperation), the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, damages, judgments, losses, and rights of action of every nature and description, 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, 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, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct, act or omission prior to the Execution Date alleged in the Complaint, or in any future complaint 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 complaints filed in the Action (the "Released Claims"), 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, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of product warranty, securities or other 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 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 the Agreement, for any reason, does not become final, or is rescinded or otherwise fails to become effective.

22. In addition to the provisions of Paragraph 21, Releasors hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming final, as set out in Paragraph 19, any and all provisions, rights, and benefits, as to their claims concerning Automotive Exhaust Systems, conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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 of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are released pursuant to the provisions of Paragraph 21, 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 Meritor and Direct Purchaser Plaintiffs have agreed to release pursuant to Paragraph 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount

23. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Meritor shall pay or cause to be paid the Settlement Amount of US \$1,000,000. The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Section E (“Escrow Account”) within thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement or (ii) the date Meritor is provided with the account number, account name and wiring transfer information for the Escrow Account. No part of the Settlement Amount paid by Meritor shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

E. Escrow Account

24. An Escrow Account shall be maintained by Settlement Class Counsel at The Huntington National Bank. The Escrow Account shall be administered under the Court’s continuing supervision and control.

25. All payments into the Escrow Account 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. Meritor 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.

26. The Settlement Fund 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 Settlement Fund shall be distributed pursuant to this Agreement or further order(s) of the Court.

27. Subject to the limitation set forth in Paragraph 33, 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 Meritor 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 Meritor if this settlement does not become final or is reduced or rescinded pursuant to Paragraph 31, or otherwise fails to become effective 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.

28. 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 Meritor, 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. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Settlement Class Counsel to provide Meritor with 30 days notice before making any tax filings that would include a “relation back election,” determine whether

Meritor wants such an election, obtain the documentation from Meritor and then cause the appropriate filing to occur. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not final approval has occurred. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund. In the event federal or state income tax liability is finally assessed against and paid by Meritor as a result of any income earned on the funds in the Escrow Account, Meritor 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. Meritor will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Meritor 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 Meritor nor any Releasee nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

29. If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 10, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Meritor into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 27 and 33), shall be returned to Meritor 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 Settlement Class.

F. Exclusions

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

out deadline, which shall be the date set by the Court by which any class member must request exclusion 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 the Settlement Agreement upon final approval. Within ten (10) days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of all timely requests for exclusion from the Settlement Class to be provided to counsel for Meritor. Meritor or Settlement Class Counsel may dispute an exclusion request, and the parties shall, if possible, resolve the disputed exclusion request by agreement. If they are unable to do so, the parties shall inform the Court of their position, and, if necessary, obtain a ruling thereon within thirty (30) days of the opt-out deadline. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Meritor 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. Any potential Settlement Class Member who requests exclusion from the Settlement Class shall not be precluded, restricted, barred or limited in any way from participating in any future settlements in the Action.

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

32. Within ten (10) business days after the actual receipt by Meritor of the requests for exclusion from Settlement Class Counsel, Meritor's counsel and Settlement Class Counsel shall confer for the purpose of determining whether the requests for exclusion trigger the reduction or rescission terms agreed to by the parties. If Settlement Class Counsel and Meritor's counsel are unable to agree upon whether the requests for exclusion trigger the reduction or rescission terms, the matter shall be referred to the Court for decision, and the Court's decision shall be final, binding and non-appealable. Within thirty (30) days after the later of the date that Settlement Class Counsel and Meritor's counsel agree upon whether the requests for exclusion trigger the rescission or reduction terms, and the amount of any such reduction, or the date of the Court's decision on rescission or on the amount of any Settlement Amount reduction, any reduction in the Settlement Amount owed to Meritor shall be returned from the Escrow Account to Meritor along with any interest accrued thereon.

G. Payment of Expenses

33. Meritor agrees to permit use of US \$100,000 (which limitation is effective up until the date of final approval of this settlement) of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses (up to the maximum of US \$100,000) are not recoverable by Meritor if this settlement does not become final or is terminated 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 in Paragraph 27, Meritor 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.

34. 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 and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

35. Within (10) days after the Execution Date, Meritor will supply to Settlement Class Counsel the names and addresses of putative Settlement Class Members to whom it or its subsidiaries or affiliates sold Automotive Exhaust Systems during the Settlement Class Period to the extent they are identifiable through reasonable efforts, and to the extent not previously provided to Settlement Class Counsel.

H. The Settlement Fund.

36. Releasors' sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Fund, and Releasors shall have no other recovery against Meritor or any other Releasee as to the Released Claims.

37. After this Agreement becomes final within the meaning of Paragraph 19, the Settlement Fund shall be distributed in accordance with a plan to be submitted 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 27 and 33.

38. 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 27 and 33. Meritor and the other Releasees shall not be liable for any costs, fees, or expenses of the Direct Purchaser Plaintiffs' or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives. Instead, all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 27 and 33, shall be paid out of the Settlement Fund.

I. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Award for the Class Representative

39. 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 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 Settlement is rescinded or otherwise fails to become effective.

40. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or 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 request for attorneys' fees and reimbursement of expenses or incentive awards, 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.

41. Neither Meritor 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.

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

J. Cooperation

43. In return for the release and discharge provided herein, Meritor 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 this Section J, and subject to the limitations created by Meritor's withdrawal from the Exhaust Systems business in May 2007. Cooperation will take place consistent with the timing set forth specifically below, and in a manner that is in compliance with Meritor's obligations to the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, or any other government entity (collectively, "Government Entities"), if any.

44. Identity of Individuals. Within ten (10) business days of the Execution Date Counsel for Meritor shall provide Settlement Class Counsel with the identity of all current employees, directors and officers of Meritor, if any, who, to Meritor's knowledge: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging, customer allocation, and/or market allocation of Automotive Exhaust Systems; (2) appeared

before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Automotive Exhaust 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 Automotive Exhaust Systems.

45. Documents. Meritor will use its reasonable best efforts to produce the following Documents, to the extent they exist and are within Meritor's possession, custody or control, no later than thirty (30) days after preliminary approval of this Agreement: (1) Documents, if any, concerning its determination of prices for Automotive Exhaust Systems; (2) Documents, if any, showing Meritor's process for approving prices to be submitted to customers or prospective customers in response to requests for quotation ("RFQ") for Automotive Exhaust Systems; (3) Documents, if any, relating to issued RFQs, bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments for Automotive Exhaust Systems; (4) Documents provided to or seized by any of the Government Entities relating to their investigation into alleged competition violations with respect to Automotive Exhaust Systems; and (5) non-privileged Documents concerning Exhaust Systems collected and reviewed by Meritor that refer or relate to a communication, meeting or agreement regarding Automotive Exhaust Systems by any employee, officer or director of Meritor with any employee, officer or director of another manufacturer of Automotive Exhaust Systems that were not provided to or seized by Government Entities. As to Documents in Meritor's possession, custody, or control that are not listed above, Meritor will consider in good faith any reasonable request by Direct Purchaser Plaintiffs to collect and produce such Documents, provided the request would not impose an undue burden on Meritor. No further discovery will be sought from any Meritor entity other than as provided for in this Agreement.

46. Transactional Data. Meritor will use its reasonable best efforts, if able to do so, to complete the production of sales and cost transactional data related to Automotive Exhaust Systems in the format maintained in the ordinary course of business and to the extent it exists in Meritor's currently maintained electronic databases no later than thirty (30) days after preliminary approval by the Court of this Agreement. The time period for this production will be from January 1, 2000 through the date Meritor exited the Exhaust Systems business, if such data is still in its possession, custody or control. Meritor will produce transaction data only from its existing electronic transaction databases, except that, to the extent Meritor has not recorded or maintained electronic transaction data for any period between January 1, 2000 and its exit from the Exhaust Systems business, then Meritor will use reasonable best efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction database, if such data is still in its possession, custody or control. Meritor shall, to the extent it can, 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.

47. Attorney Proffers, Witness Interviews, Depositions, Declarations, and Trial Testimony. Meritor shall use reasonable best efforts to cooperate with Settlement Class Counsel as follows:

(a) Meritor's counsel will make themselves available at a mutually agreed location in the United States for up to two (2) meetings of one (1) business day each within thirty (30) business days of Settlement Class Counsel's request to provide an attorneys' proffer of facts known to them, if any. Thereafter, Meritor's counsel will make themselves available for

reasonable follow-up conversations in connection with the attorney's proffers, and will use reasonable best efforts to respond to questions posed by Settlement Class Counsel.

(b) If able to do so, Meritor further agrees to use its reasonable best efforts to make up to five (5) current employees available for interviews and depositions, provide up to five (5) declarations or affidavits from the same persons, and make those current employees available to testify at trial. The interviews and depositions shall be conducted at a mutually agreed-upon location in the United States, and each deposition 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.

(c) In addition to its Cooperation obligations set forth herein, at the request of Direct Purchaser Plaintiffs, Meritor, if able to do so, agrees to use its reasonable best efforts to provide through affidavit(s) or written declarations 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 Meritor, and to the extent possible, any Documents produced by Defendants or third parties in this Action. Settlement Class Counsel agree to use their reasonable best efforts to obtain stipulations that would avoid the need to call Meritor witnesses at trial for the purpose of obtaining such evidentiary foundations.

(d) In addition, after conducting a reasonable search, Meritor shall, to the best of its knowledge, identify those vehicles sold in the United States from January 1, 2002 through the Execution Date of this Agreement that contain Automotive Exhaust Systems sold by Meritor.

48. Notwithstanding any other provision in this Settlement Agreement, Meritor may assert where applicable the work product doctrine, the attorney client privilege, the joint defense

privilege, and the common interest privilege with respect to any Cooperation Materials requested under this Settlement Agreement. If any Documents protected by the attorney client privilege, the work product doctrine, the joint defense privilege, and/or the common interest privilege are accidentally or inadvertently produced, upon notice by Meritor of such inadvertent production, these Documents shall be promptly destroyed, and their production shall in no way be construed to have waived in any manner any privilege or protection attached to such Documents or information. 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.

49. Direct Purchaser Plaintiffs and Settlement Class Counsel agree they will not use the information or Cooperation Materials provided by Meritor or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of their claims in the MDL Litigation, and will use the information or Cooperation Materials in the MDL Litigation consistent with the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information, Master File No. 2:12-md-02311 (E.D. Mich. July 10, 2012) (ECF No. 200) (the “Protective Order”), and will not use the information or Cooperation Materials beyond what is reasonably necessary for the prosecution of their claims in the MDL Litigation or as otherwise required by law. All Documents and other Cooperation Materials provided pursuant to this Agreement shall be governed by the terms of the Protective Order, as if they had been produced in response to discovery requests, and Meritor shall have the right to designate any and all appropriate Documents and other Cooperation Materials as “Highly Confidential” pursuant to the Protective Order.

50. Meritor's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Meritor's obligations to provide Cooperation under this Agreement shall continue only until otherwise ordered by the Court, or until the later of the entry of the final judgment or judgments with respect to all 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 19. If this Agreement is rescinded, disapproved, otherwise fails to take effect, or if final judgments or dismissals with prejudice have been entered with respect to all the remaining Defendants in the Action, and such judgments or dismissals have become "final" as described in Paragraph 19 (collectively, "District Court Termination"), unless otherwise agreed by Meritor, within sixty (60) days after District Court Termination, Direct Purchaser Plaintiffs must destroy all Cooperation Materials received from the Releasees to the extent required by the Protective Order, and must comply with all other terms of the Protective Order governing such return or destruction.

51. 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 10, or in the event that it is 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 Meritor, 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 Meritor and/or the other Releasees, their counsel, or any individual made available by Meritor and/or the other Releasees pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). This limitation shall not apply to any discovery of Meritor

which 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 Meritor 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 19, or in the event that it is terminated by either party under any provision herein.

52. Meritor need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Direct Purchaser Plaintiffs, meet and confer, or otherwise negotiate with Direct Purchaser Plaintiffs regarding discovery requests served in the Action or otherwise participate in the Action during the pendency of the Agreement, with the exception of the Cooperation provisions set forth in this Section J. Other than to enforce the terms of this Agreement, neither Meritor nor Direct Purchaser Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

53. In the event that Meritor 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 Automotive Exhaust Systems (“Relevant Production”), Meritor shall produce all such Documents, declarations or written discovery responses to Direct Purchaser Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Meritor to Direct Purchaser Plaintiffs. In addition, Meritor shall provide Direct Purchaser Plaintiffs with all cooperation it provides pursuant to any settlement agreement with any other party 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 47, 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).

54. This Agreement does not restrict Settlement Class Counsel from noticing, attending and/or participating in any deposition in the MDL Litigation. Settlement Class Counsel may attend and/or participate in any depositions of Meritor's witnesses in addition to the depositions set forth in Paragraph 47, 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 Meritor current or former employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 48. Direct Purchaser Plaintiffs and Settlement Class Counsel agree to use their reasonable best efforts to ensure that any depositions taken under Paragraph 47 above are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

55. If Settlement Class Counsel believe that Meritor or any current employee, officer or director of Meritor has failed to provide Cooperation under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Meritor. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling such Cooperation. Nothing in this provision shall limit in any way Meritor'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.

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

56. 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 10 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 18, 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 Meritor and Direct Purchaser Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 27 and 33 of this Agreement shall remain in effect in the event this Agreement is rescinded. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 68. 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.

57. In the event that this Agreement does not become final as set forth in Paragraph 19, or this Agreement otherwise is terminated, 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 Meritor less only disbursements made, or the amount of obligations incurred in accordance with Paragraphs 27 and 33. Meritor expressly reserves all rights and defenses if this Agreement does not become final.

58. Further, and in any event, Direct Purchaser Plaintiffs and Meritor agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Meritor,

or the other Releasees, and shall not be used against Meritor 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 MDL Litigation, and shall not be used against Meritor or the other 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 Meritor or the Releasees. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using Cooperation Materials produced by Meritor against any other defendants in any action to establish (i) or (ii) above.

59. 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 as well as Cooperation by Meritor.

L. Miscellaneous

60. Meritor, Direct Purchaser Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person, except as required by law or statute in any jurisdiction, the terms of this Agreement until this Agreement is fully executed by all parties.

61. Meritor shall submit, or shall cause to be submitted on its behalf, 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.

62. 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 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 Releasees for sales made by Releasees relating to alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiffs and Settlement Class Members. Meritor'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 Releasees. Releasees shall not be responsible for any payment to Direct Purchaser Plaintiffs other than the Settlement Amount and the amounts specifically agreed to in Paragraphs 27 and 33.

63. 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 Meritor, including challenges to the reasonableness of any party's action. 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. Meritor will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

64. This Agreement and the confidential letter agreement between Meritor and the Settlement Class, as described in Paragraph 31, constitutes the entire, complete and integrated agreement among Direct Purchaser Plaintiffs and Meritor pertaining to the settlement of the Action against Meritor, and supersede all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or

written, between Direct Purchaser Plaintiffs and Meritor in connection herewith. This Agreement may not be modified or amended except in writing executed by Direct Purchaser Plaintiffs and Meritor, and approved by the Court.

65. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Direct Purchaser Plaintiffs and Meritor. Without limiting the generality of the foregoing, upon final approval of this Agreement 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 Releasers. The Releasees (other than the Meritor entities, which are parties to this Agreement) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

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

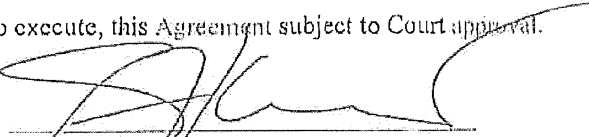
67. Neither Direct Purchaser Plaintiffs nor Meritor shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

68. 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.

69. 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.


Date: October 30, 2019



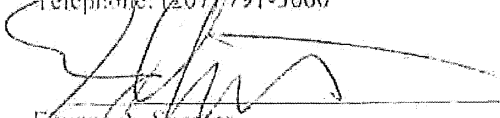
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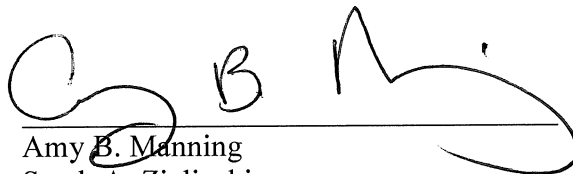
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A handwritten signature in black ink, appearing to read 'Amy B. Manning', written over a horizontal line.

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