

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

---

IN RE AUTOMOTIVE PARTS  
ANTITRUST LITIGATION

:  
: 2:12-md-02311  
: Honorable Marianne O. Battani

---

IN RE  
STARTERS

:  
: Case No. 2:13-cv-01101-MOB-MKM  
: Case No. 2:14-cv-10674-MOB-MKM  
: Case No. 2:18-cv-11569-MOB-MKM

---

THIS DOCUMENT RELATES TO:  
DIRECT PURCHASER ACTIONS

:  
:  
:

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) (as more particularly defined in Paragraph 1 below) is made and entered as of April 21, 2020 (“Effective Date”) by and between Robert Bosch GmbH and Robert Bosch LLC (together, “Bosch” or the “Bosch Defendants”), and Direct Purchaser Plaintiff (as defined in Paragraph 3), both individually and on behalf of a class of direct purchasers of Starters (“Settlement Class”), as more particularly defined in Paragraph 10 below.

WHEREAS, Direct Purchaser Plaintiff is prosecuting the above *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (“MDL Litigation”) and Case Nos. 2:13-cv-01101, 2:14-cv-10674, and 2:18-cv-11569 (the “Action”) on its own behalf and on behalf of the Settlement Class;

WHEREAS, Direct Purchaser Plaintiff alleges that it was injured as a result of the Bosch Defendants’ participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Starters (as defined in Paragraph 5) in violation of Section 1 of the Sherman Act as set forth in Direct Purchaser Plaintiff’s Consolidated Amended Class Action Complaint (“Complaint”);

WHEREAS, Bosch denies Direct Purchaser Plaintiff's allegations and has asserted defenses to Direct Purchaser Plaintiff's claims in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined in Paragraph 11 below) and counsel for Bosch, and this Agreement has been reached as a result of those negotiations;

WHEREAS, Direct Purchaser Plaintiff, through Settlement Class Counsel, has conducted an investigation into the facts and the law regarding the Action and has concluded that resolving the claims against the Bosch Defendants, according to the terms set forth below, is in the best interests of Direct Purchaser Plaintiff and the Settlement Class because of the payment of the Settlement Amount (as defined in Paragraph 9) that Bosch has agreed to provide pursuant to this Agreement;

WHEREAS, Bosch, despite its belief that it is not liable for the claims asserted by Direct Purchaser Plaintiff 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 the Bosch Defendants with respect to Starters based on the allegations in the Action, as more particularly set out below; and

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 Plaintiff, the Settlement Class, or the Bosch Defendants, subject to the approval of the United States District Court for the Eastern District of Michigan ("Court"), on the terms and conditions set forth below.

**A. Definitions.**

1. “Agreement” shall in all instances refer to this settlement agreement.
2. “Defendant” means, for purposes of this Agreement only, any party named as a defendant in the Action on or after the Effective Date of this Agreement up to the date when the Court has entered a final order certifying the Settlement Class described in Paragraph 10 and approving this Agreement under Federal Rule of Civil Procedure (“Rule”) 23(e), including but not limited to any or all of the following: Robert Bosch GmbH; Robert Bosch LLC; Hitachi Automotive Systems, Ltd.; Hitachi Automotive Systems Americas, Inc.; Hitachi, Ltd.; Denso Corporation; Denso International America, Inc.; Mitsuba Corporation; American Mitsuba Corporation; Mitsubishi Electric Corporation; and Mitsubishi Electric Automotive America, Inc.
3. “Direct Purchaser Plaintiff” means Tiffin Motor Homes, Inc., who is the named plaintiff in the Complaint.
4. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a), 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 final versions of English translations in Bosch’s custody, possession or control.
5. “Starter” for purposes of this Settlement Agreement, has the same definition as set forth in the Complaint, specifically a Starter is an electric motor that is used to start an internal combustion system.
6. “Opt-Out Deadline” means the deadline set by the Court for the timely submission of requests by members of the Settlement Class to be excluded from the Settlement Class.

7. “Releasees” shall refer to Robert Bosch GmbH, Robert Bosch LLC, their respective past and present direct and indirect parents, owners, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, supervisors, employees, principals, partners, stockholders, members, insurers, attorneys, heirs, executors, administrators, representatives and agents. “Releasees” does not include any Defendant in the MDL Litigation other than the Bosch Defendants or any other person or entity other than those set forth in this Paragraph 7.

8. “Releasers” shall refer to Direct Purchaser Plaintiff and the Settlement Class Members (as defined in Paragraph 12 below) as well as each of their respective past and present parents, owners, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, supervisors, employees, principals, partners, members, insurers, attorneys, heirs, executors, administrators, representatives, agents, and all persons who may assert Released Claims in a derivative capacity (including, but not limited to, insurers, states and state instrumentalities).

9. “Settlement Amount” for this Agreement is \$1,300,000.

10. “Settlement Class,” for purposes of this Agreement, is defined as:

All individuals and entities who purchased Starters in the United States directly from Defendants (or their subsidiaries or affiliates) from January 1, 2000 through March 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 of:

FREED KANNER LONDON & MILLEN LLC  
2201 Waukegan Road, Suite 130  
Bannockburn, IL 60015

PRETI, FLAHERTY, BELIVEAU & PACHIOS LLP  
One City Center, P.O. Box 9546  
Portland, ME 04112-9546

KOHN, SWIFT & GRAF, P.C.  
1600 Market Street, Suite 2500  
Philadelphia, PA 19103

SPECTOR ROSEMAN & KODROFF, P.C.  
2001 Market Street, Suit 3420  
Philadelphia, PA 19103

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

13. “Settlement Fund” shall be the Settlement Amount plus any income or accrued interest earned on that amount as set forth in Paragraph 23.

**B. Approval of this Agreement and Dismissal of Claims Against Bosch Defendants.**

14. Direct Purchaser Plaintiff and Bosch shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Rules 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

15. Within ninety (90) days of the Effective Date, Direct Purchaser Plaintiff shall submit to the Court a motion seeking preliminary approval of this Agreement (“Preliminary Approval Motion”). The Preliminary Approval Motion shall include the proposed form of an order preliminarily approving this Agreement. Bosch shall have a reasonable opportunity to review and comment on the Preliminary Approval Motion, and Direct Purchaser Plaintiff shall reasonably consider Bosch’s comments.

16. Direct Purchaser Plaintiff, at a time to be decided in its 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 all members of the Settlement Class identified by Direct Purchaser Plaintiff (“Notice Motion”). Before submission, Bosch shall have a reasonable opportunity to review and comment on the Notice Motion, and Direct Purchaser Plaintiff shall reasonably consider Bosch’s comments.

17. Direct Purchaser Plaintiff shall seek, and Bosch will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Direct Purchaser Plaintiff and Bosch 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 defined in Paragraph 10, pursuant to Rule 23, solely for purposes of this settlement as settlement class for the Action;

(b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 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 (as defined in Paragraph 20) and claims to be waived and released pursuant to Paragraph 21;

(d) as to the Bosch Defendants, 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, to the Court;

(f) determining under Rule 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to the Bosch Defendants shall be final;

(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 Bosch, 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; 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; and

(h) enjoining all Releasors from asserting any Released Claims.

18. This Agreement shall become final when (a) the Court has entered a final order certifying the Settlement Class defined in Paragraph 10 and approving this Agreement under Rule 23(e) and has entered a final judgment dismissing the Action with prejudice as to the Bosch Defendants and without costs other than those provided for in this Agreement, and (b) the time for appeal or to seek permission to appeal against the Court's approval of this Agreement and entry of a final judgment as to the Bosch Defendants described in (a) above has expired or, if appealed, approval of this Agreement and the final judgment in the Action as to the Bosch Defendants 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 concerning such appeal is pending in any court. It is agreed that the provisions of Rule 60 shall not be taken into account in determining the above-stated times. As of the Effective Date, Direct Purchaser Plaintiff and Bosch shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with Paragraph 23(f) or 31 of this Agreement.

19. Neither this Agreement (whether or not it becomes final) nor the final judgment, nor any and all negotiations, Documents, or discussions associated with them, shall be deemed or construed to be an admission by the Releasees, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the 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 in any way, whether in the MDL Litigation, or any other arbitration, action or proceeding whatsoever, against the Releasees. 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 Bosch, 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 (as defined in Paragraph 20) and/or claims to be waived and released pursuant to Paragraph 21, or as otherwise required by law.

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

20. 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 18 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 22 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, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) under any federal, state, local, statutory, or common law of any jurisdiction in the United States, 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 related to, any and all known or 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, prior to the Effective Date, alleged in the Complaint or any act or omission of the Releasees (or any of them), concerning Starters, 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 (the “Released Claims”), provided, however, that nothing herein shall release: (1) any claims based on indirect purchases of Starters; (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 Starters; (3) claims brought outside the United States relating to purchases of Starters outside the United States; (4) claims concerning any product other than Starters, and (5) claims under laws other than those of the United States and the states thereof. Releasors shall not, on or after the date of this Agreement, seek to establish liability against any Releasee, in whole or in part, based on any of the Released Claims or conduct at issue in the Released Claims unless this Agreement, for any reason, does not become final, or is rescinded or otherwise fails to become effective.

21. In addition to the provisions of Paragraph 20 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 18 of this Agreement, any and all provisions, rights, and benefits, as to their claims concerning Starters 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any equivalent 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 Paragraph 20 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 Bosch

and Direct Purchaser Plaintiff have agreed to release pursuant to Paragraph 20, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

**D. Settlement Amount.**

22. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Bosch shall pay or cause to be paid the Settlement Amount of one million, three hundred thousand dollars (“\$1,300,000”). The Settlement Amount shall be paid in U.S. dollars as a single lump-sum payment into an escrow account to be administered in accordance with the provisions of Paragraph 23 of this Agreement (the “Escrow Account”) within thirty (30) days following the later of (i) entry of a Preliminary Approval Order in this Action or (ii) the date Bosch is provided with the account number, account name and wiring transfer information for the Escrow Account. Thereafter, the Settlement Amount shall be transferred to an escrow account established specifically for Starters (“Escrow Account”). No part of the Settlement Amount paid by Bosch shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

23. Escrow Account.

(a) An Escrow Account shall be maintained at the Huntington National Bank. The Escrow Account shall be administered under the Court’s continuing supervision and control.

(b) All payments into 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. Bosch 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) 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.

(d) Reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class and expenses for maintaining and administering the Settlement Fund may be paid without approval from the Court, subject to the \$125,000 limitation in Paragraph 26. Taxes and expenses incurred in connection with taxation matters may also be paid without approval from the Court and these taxes and expenses shall not be refundable to Bosch 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. 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 Bosch, 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. 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. In the event federal or state income tax liability is finally assessed against and paid by Bosch as a result of any income earned on the funds in the Escrow Account, Bosch 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. Bosch will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph 23, Bosch 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 Bosch 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 10, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Bosch into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 23(d) and 26), shall be returned to Bosch from the Escrow Accounts 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.

24. Exclusions from the Settlement Class. Subject to Court approval, with respect to any member of the Settlement Class who submits a valid request for exclusion, Bosch and the other Releasees reserve all their legal rights and defenses, including but not limited to, any defenses relating to whether any excluded member of the Settlement Class is a direct purchaser of Starters or has standing to bring any claim against Bosch and/or the other Releasees 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.

(a) Any person or entity seeking exclusion from the Settlement Class must file a written request for the exclusion by the Opt-Out Deadline. The request for exclusion must state the full name, street address and telephone number of the person seeking exclusion from the class. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the class notice will be invalid, and the person(s) or entity(ies) serving the invalid request shall be deemed Settlement Class Member(s) and should be bound by this Agreement upon Final Approval.

(b) Settlement Class Counsel shall provide to Bosch Counsel within ten (10) business days after the Opt-Out Deadline a list and copies of all opt out requests it receives. Any person or entity that files a proper request for exclusion shall be excluded from the Settlement Class and shall have no rights with respect to this Settlement. Bosch and/or the other Releasees reserve all rights and defenses they may have for claims of any person or entity excluded from the Settlement Class.

25. Bosch 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.

26. Payment of Settlement Expenses.

(a) Bosch agrees to permit a maximum of USD \$125,000 (which limitation is effective up until the date of Final Approval of the this settlement), of the Settlement Fund to be used towards the costs of notice to the Settlement Class and the costs of administration of the Settlement Fund as set forth in Paragraph 23(d). The notice and administration expenses (up to the maximum of USD \$125,000) are not recoverable by Bosch 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 26 and in Paragraphs 23(d) and 29, Bosch 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.

**E. The Settlement Fund.**

27. Releasors' sole source or recourse for settlement and satisfaction against the Releasees of all Released Claims and claims to be waived and released pursuant to Paragraphs 20 and 21 is against the Settlement Amount, and Releasors shall have no other financial recovery against Bosch or any other Releasee as to the Released Claims. After this Agreement becomes final within the meaning of Paragraph 18, the Settlement Amount shall be distributed in accordance with a plan to be submitted at a time to be determined in the sole discretion of Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Amount, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 23(d) and 26 of this Agreement.

28. Direct Purchaser Plaintiff 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 23(d), 26 and 29. Bosch and the other Releasees shall not be liable for any costs, fees, or expenses of any of Direct Purchaser Plaintiff or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives. Instead, all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 23(d) and 26, shall be paid out of the Settlement Fund.

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

(a) Subject to Court approval, and except as provided herein, Direct Purchaser Plaintiff 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 incurred in connection with this Action and settlement negotiations with Bosch. An incentive award to the 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, or in the event this Agreement is rescinded or terminated pursuant to Section F of this Agreement. Settlement Class Counsel may submit an application or applications to the Court for: (i) an award of attorneys' fees, (ii) reimbursement of reasonable expenses and costs incurred in connection with prosecuting the Action, and (iii) an incentive award for Direct Purchaser Plaintiff, plus interest on such attorneys' fees, costs, and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid), as may be awarded by the Court. Settlement Class Counsel reserves the right to make additional applications for Court approval of fees and expenses incurred and reasonable incentive awards, but in no event shall Bosch or any other Releasees be responsible to pay any such additional fees, expenses and incentive awards.

(b) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs, expenses, or an incentive award for the class representative 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.

(c) Neither Bosch nor any other Releasees 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 Direct Purchaser Plaintiff of any fee and expense award, or incentive award, in the Action.

**F. Discovery**

30. Notwithstanding anything contained herein, Direct Purchaser Plaintiff and the Settlement Class are not relinquishing any rights to pursue discovery against the Bosch Defendants 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 18, or in the event that it is terminated by either party under any provision herein.

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

31. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 18 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 Bosch and Direct Purchaser Plaintiff shall each, in its sole discretion, have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 23(d) and 26 of this Agreement shall remain in effect in the event this Agreement is rescinded. 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.

32. In the event that this Agreement does not become final as set forth in Paragraph 18, or this Agreement otherwise is terminated pursuant to Paragraph 31, 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 Bosch less only disbursements made, or the amount of obligations incurred, in accordance with Paragraphs 23(d) and 26 of this Agreement. At the request of Bosch, Settlement Class Counsel shall file claims for any tax refunds owed to the Settlement Amount and pay the proceeds, after deduction of any fees and expenses incurred with filing such claims for tax refunds to Bosch. Bosch expressly reserves all rights and defenses if this Agreement does not become final.

33. Further, and in any event, Direct Purchaser Plaintiff and Bosch 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 (a) any violation of any statute or law or of any liability or wrongdoing whatsoever by Bosch or the other Releasees, to be used against Bosch or the other Releasees (except to enforce this Agreement), or of (b) 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 Bosch 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 Bosch or the other Releasees.

34. 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.

35. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 14-19 hereof, appropriate notice (a) of the settlement; and (b) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

**H. Miscellaneous.**

36. Bosch 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.

37. This Agreement does not settle or compromise any claim by Direct Purchaser Plaintiff or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Direct Purchaser Plaintiff 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 Bosch and the other Releasees, for sales made by Bosch and Bosch's alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiff and Settlement Class Members. Bosch's sales to the Settlement Class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a 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 Bosch and the other Releasees. Bosch shall not be responsible for any payment to Direct Purchaser Plaintiff other than the amount specifically agreed to in Paragraph 22 of this Agreement.

38. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Direct Purchaser Plaintiff

and Bosch, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. Bosch will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

39. This Agreement constitutes the entire, complete and integrated agreement among Direct Purchaser Plaintiff and Bosch pertaining to the settlement of the Action against the Bosch Defendants, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Direct Purchaser Plaintiff and Bosch in connection herewith. This Agreement may not be modified or amended except in writing executed by Direct Purchaser Plaintiff and Bosch, and approved by the Court.

40. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Direct Purchaser Plaintiff and Bosch. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by Direct Purchaser Plaintiff or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than Bosch which is a party hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

41. This Agreement may be executed in counterparts by Direct Purchaser Plaintiff and Bosch, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

42. Neither Direct Purchaser Plaintiff nor Bosch 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.

43. 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.

44. 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.

[signature pages follow]

Dated: April 21, 2020

/s/ Steven A. Kanner  
Steven A. Kanner  
William H. London  
Michael E. Moskovitz  
**FREED KANNER LONDON & MILLEN LLC**  
2201 Waukegan Road, Suite 130  
Bannockburn, IL 60015  
Telephone: (224) 632-4500  
Facsimile: (224) 632-4521

Dated: April 21, 2020

/s/ Gregory P. Hansel  
Gregory P. Hansel  
Randall B. Weill  
Michael S. Smith  
**PRETI, FLAHERTY, BELIVEAU & PACHIOS  
LLP**  
One City Center, P.O. Box 9546  
Portland, ME 04112-9546  
Telephone: (207) 791-3000  
Facsimile: (207) 791-3111

Dated: April 21, 2020

/s/ Joseph C. Kohn  
Joseph C. Kohn  
William E. Hoese  
Douglas A. Abrahams  
**KOHN, SWIFT & GRAF, P.C.**  
1600 Market Street, Suite 2500  
Philadelphia, PA 19103  
Telephone: (215) 238-1700  
Facsimile: (215) 238-1968

Dated: April 21, 2020

/s/ Eugene A. Spector  
Eugene A. Spector  
William G. Caldes  
Jeffrey L. Spector  
**SPECTOR ROSEMAN & KODROFF, P.C.**  
2001 Market Street, Suite 3420  
Philadelphia, PA 19103  
Telephone: (215) 496-0300  
Facsimile: (215) 496-6611

*Attorneys for Direct Purchaser Plaintiff and Interim  
Co-Lead Class Counsel for the Proposed Direct  
Purchaser Plaintiff Class and Settlement Class  
Counsel*

Dated: April 21, 2020

/s/ John Roberti  
John Roberti  
Derek Jackson  
ALLEN & OVERY LLP  
1101 New York Avenue NW  
Washington, D.C. 20005  
Telephone: 202-683-3800  
John.Roberti@allenovery.com  
[Derek.Jackson@allenovery.com](mailto:Derek.Jackson@allenovery.com)  
*Counsel for Defendants Robert Bosch  
GmbH and Robert Bosch LLC*