

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is made and entered into this 21st day of March 2017 (“Execution Date”) by and between Schaeffler Group USA Inc. (“Schaeffler USA”), Schaeffler Technologies AG & Co. KG (formerly Schaeffler Technologies GmbH & Co. KG), and FAG Kugelfischer GmbH (collectively, “Schaeffler”), and Direct Purchaser Plaintiffs, both individually and on behalf of a class of direct purchasers of Bearings (the “Settlement Class”), as more particularly defined in Paragraph 8 below.

WHEREAS, Direct Purchaser Plaintiffs are prosecuting the action captioned *In re Bearings Cases*, No. 12-00501 (E.D. Mich.) (the “Initial Bearings Action”), and *DALC Gear & Bearing Supply Corp., et al v. Koyo France SA, et al.*, No. 15-12068 (E.D. Mich.) (the “DALC Action”) (collectively the “Bearings Actions”) on their own behalf and on behalf of the Settlement Class;

WHEREAS, Direct Purchaser Plaintiffs allege that they were injured as a result of Schaeffler’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Bearings (as defined below) in violation of Section 1 of the Sherman Act, as set forth in Direct Purchaser Plaintiffs’ Second Amended Class Action Complaint filed in the Initial Bearings Action and the Direct Purchaser Plaintiffs’ Class Action Complaint filed in the DALC Action (collectively, the “Complaints”);

WHEREAS, Schaeffler denies Direct Purchaser Plaintiffs’ allegations and has asserted defenses to Direct Purchaser Plaintiffs’ claims in the Bearings Actions;

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

WHEREAS, Direct Purchaser Plaintiffs, through Settlement Class Counsel, have

conducted an investigation into the facts and the law regarding the Bearings Actions and have concluded that resolving the claims against Schaeffler, according to the terms set forth below, is in the best interest 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 Schaeffler has agreed to provide pursuant to this Agreement;

WHEREAS, Schaeffler, despite its belief that it is not liable for the claims asserted 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 Schaeffler with respect to Bearings based on the allegations in the Bearings Actions, as more particularly set out below;

WHEREAS, Schaeffler has agreed to provide Cooperation (as defined below) to Direct Purchaser Plaintiffs and the Settlement Class in the ongoing prosecution of the Bearings Actions as set forth in this Agreement, and such Cooperation will reduce Direct Purchaser Plaintiffs' and the Settlement Class' burden and expense associated with prosecuting the Bearings Actions; and

WHEREAS, Direct Purchaser Plaintiffs recognize the benefits of Schaeffler's Cooperation and recognize that because of joint and several liability, this Agreement with Schaeffler 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 Bearings Actions, including any damages attributable to Schaeffler's alleged conduct:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Bearings Actions 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 Schaeffler, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Cooperation" refers to those provisions set forth below in Section F of this Agreement.

2. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by Schaeffler pursuant to Section F of this Agreement.

3. "Defendant" means, for purposes of this Agreement only, any one or more of the following: Schaeffler Group USA Inc., Schaeffler Technologies GmbH & Co. KG (now Schaeffler Technologies AG & Co. KG), FAG Kugelfischer GmbH, JTEKT Corporation, Koyo Corporation of U.S.A., Koyo France SA, Koyo Deutschland GmbH, Nachi-Fujikoshi Corp., Nachi America Inc., Nachi Technology, Inc., Nachi Europe GmbH, NSK Ltd., NSK Americas, Inc., NSK Europe Ltd., NSK Corporation, AB SKF, SKF GmbH, SKF USA Inc., NTN Corporation, NTN USA Corporation, NTN Walzlager GmbH, and NTN-SNR Roulements SA.

4. "Direct Purchaser Plaintiffs" means Plaintiff DALC Gear & Bearing Supply Corp., Plaintiff McGuire Bearing Company, and Plaintiff Sherman Bearings, Inc.

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

6. "Releasees" shall refer jointly and severally, individually and collectively to Schaeffler Group USA, Inc., Schaeffler Technologies AG & Co. KG, and FAG Kugelfischer GmbH, their respective past and present, direct and indirect, parents, subsidiaries, affiliates, divisions, predecessors and successors (including without limitation Schaeffler AG), and their respective past and present officers, directors, agents, attorneys, and employees. Releasees does not include any Defendant in the Bearings Actions other than Schaeffler Group USA Inc., Schaeffler Technologies AG & Co. KG (formerly Schaeffler Technologies GmbH & Co. KG), FAG Kugelfischer GmbH, and previously dismissed defendant Schaeffler AG.

7. "Releasers" shall refer to Direct Purchaser Plaintiffs and the Settlement Class Members, as defined in paragraph 10, below, and to their respective past and present parents, subsidiaries, affiliates, divisions, predecessors and successors, and to their respective past and present officers, directors, agents, attorneys, and employees.

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

All individuals and entities (excluding any Defendant and its present and former parents, subsidiaries, and affiliates) that purchased Bearings in the United States directly from one or more Defendant from January 1, 2000 through the Execution Date of this Settlement Agreement (the "Class Period").

9. "Settlement Class Counsel" shall refer to the following law firms: Cera LLP, 595 Market Street, Suite 2300, San Francisco, CA 94105; Cohen Milstein Sellers & Toll, PLLC, 2925 PGA Boulevard, Suite 200, Palm Beach Gardens, FL 33410; Freed Kanner London & Millen LLC, 2201 Waukegan Road, Suite 130, Bannockburn, IL 60015; Kohn, Swift & Graf, P.C., One South Broad Street, Suite 2100, Philadelphia, PA 19107; Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, ME 04101; and Spector Roseman Kodroff & Willis, P.C., 1818 Market Street, Suite 2500, Philadelphia, PA 19103.

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

11. "Settlement Amount" shall be USD \$21,000,000 as specified in Paragraph 22, subject to any reduction under Paragraph 24(c).

12. "Settlement Fund" shall be the amount on deposit in the Escrow Account, as set forth in Paragraph 23, which shall initially consist of the Settlement Amount and shall include any income or interest accrued or earned on said amount.

13. "Bearings" for purposes of this Agreement, has the same definition as set forth in the Complaints, specifically it "refers to both automotive and industrial machinery bearings."

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

14. Direct Purchaser Plaintiffs and Schaeffler shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Bearings Actions as to the Releasees only.

15. 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. The text of the proposed order shall be agreed upon by Direct Purchaser Plaintiffs and Schaeffler before submission of the Motion.

16. Direct Purchaser Plaintiffs shall, after reasonable notice to Schaeffler and at a time to be decided in their sole discretion, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to the Settlement Class (the "Notice Motion"). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice.

17. Direct Purchaser Plaintiffs shall, without undue delay, seek the entry of an

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

(a) certifying the Settlement Class described in Paragraph 8 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 Bearings Actions, 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 their consummation according to its terms;

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

(d) as to Schaeffler, directing that the Bearings Actions 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 administration and consummation of this Settlement as well as over Schaeffler with respect to this Settlement, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

(f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Schaeffler 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 Schaeffler, to contest certification of any other class proposed in *In Re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the "MDL Litigation"); (ii) the Court's findings

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

18. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 8 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Bearings Actions with prejudice as to Schaeffler and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Schaeffler described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Schaeffler have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Direct Purchaser Plaintiffs and Schaeffler have executed this Agreement, Direct Purchaser Plaintiffs and Schaeffler shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 24 or 45 of this Agreement.

19. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any negotiations, documents and discussions associated with them (including information from any attorney proffer described in paragraph 35(a), any witness interview described in paragraph 35(b), and any cooperation provided pursuant to the Confidential Letter Agreement described in paragraph 30), shall be deemed or construed to be an admission by Schaeffler, or any other Releasee, or evidence of any violation of any statute or

law or of any liability or wrongdoing whatsoever by Schaeffler, 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 Bearings Actions or the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the Bearings Actions, the MDL Litigation, arbitration, or other proceeding, against Schaeffler, or any other Releasee. Notwithstanding the foregoing, nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section F, against any entity other than Schaeffler or the other Releasees in the MDL Litigation, 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 Schaeffler or any other Releasee, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

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, the Cooperation Materials provided pursuant to Section F of this Agreement, 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 or local law of any jurisdiction in the United States that Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct occurring prior to the Execution Date alleged in the Complaints, or any act or omission of the Releasees (or any of them) alleged in the Complaints concerning Bearings, 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 Bearings Actions (the "Released Claims"), provided however, that nothing herein shall release: (1) any claims based on indirect purchases of Bearings; (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, or similar claim relating to Bearings; (3) claims brought outside the United States relating to purchases of Bearings outside the United States; (4) claims brought under laws other than those of the United States relating to purchases of Bearings outside the United States; and (5) claims concerning any product other than Bearings. 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.

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

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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 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 Schaeffler and Direct Purchaser Plaintiffs have agreed to release pursuant to Paragraphs 20 and 21, 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 Bearings Actions as provided herein, Schaeffler shall pay or cause to be paid the Settlement Amount of U.S. \$21,000,000. The Settlement Amount shall be paid in U.S. dollars by wire transfer into an escrow account to be administered in accordance with the provisions of Paragraph 23 of this Agreement (the "Escrow Account") thirty (30) days following the later of (i) entry of an order preliminarily approving this Agreement by the Court, or (ii) Schaeffler being provided with the account number, account name, and wiring information of the Escrow Account. No part of the Settlement Amount paid by Schaeffler shall constitute, nor shall be construed or treated as constituting, a payment of treble damages, fines, penalties, forfeitures, or punitive recoveries. The total amount paid by

Schaeffler under this Agreement may be subject to reduction pursuant to the terms of the confidential letter agreement.

23. Escrow Account.

(a) An Escrow Account shall be maintained at The Huntington National Bank. Such escrow shall be administered under the Court's continuing supervision and control. For the avoidance of doubt, the Escrow Account is established to resolve and satisfy the claims raised in the Bearings Actions, as described in the first two clauses of the preamble to this Agreement.

(b) All funds in the Escrow Account, including any income earned thereon, shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. Any interest or income earned on any of the foregoing shall become part of the Settlement Fund. Schaeffler 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 such funds shall be distributed pursuant to this Agreement and/or order(s) of the Court.

(d) As set forth in Paragraph 25, 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 Schaeffler 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 Schaeffler, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. Settlement Class Counsel shall be responsible to ensure that all appropriate tax filings and payments are made on a timely basis. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be timely paid on any income earned on the funds in the Escrow Account, whether or not Final Approval has occurred. In the event federal or state income tax liability is finally assessed against and paid by Schaeffler as a result of any income earned on the funds in the Escrow Account, Schaeffler shall be entitled to reimbursement of such payment from the funds in the Escrow Account without need for approval of the Court whether or not Final Approval has occurred. Schaeffler will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Schaeffler 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 Schaeffler 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 8, or if either of the Bearings Actions are not certified as a class action for settlement purposes, or if the Agreement is rescinded or otherwise fails to become effective, then all amounts paid by Schaeffler into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 23(d)), shall be returned to Schaeffler 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 or the date on which it is rescinded or fails to become effective.

24. Exclusions.

(a) Any person or entity seeking exclusion from the Settlement Class must file a timely written request for exclusion 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 Agreement upon final approval.

(b) Within ten (10) days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Schaeffler. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Schaeffler 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 Bearings or has standing to bring any claim.

(c) The Agreement is subject to rescission, and the Settlement Fund is subject to reduction, based on valid and timely requests for exclusion in accordance with the terms set forth in a confidential letter (the "Opt-Out Letter") between Schaeffler and Direct Purchaser Plaintiffs. The Opt-Out Letter sets forth the manner in which Schaeffler and Direct Purchaser Plaintiffs (i) determine whether exclusions from the Settlement Class trigger the rescission and/or reduction terms, and (ii) resolve any disputes relating to the applicable rescission and/or reduction terms. The Opt-Out Letter may be provided to the Court for *in camera* review upon its request.

25. Payment of Expenses.

(a) Schaeffler agrees to permit reasonable use of a portion of the Settlement Fund, but no more than USD \$ 150,000 (which limitation is effective up until the date of the final approval of this settlement), towards the costs of notice to the Settlement Class and the costs of administration of the Settlement Fund as set forth in Paragraph 23. The notice and administration expenses (up to a maximum of USD \$ 150,000) are not recoverable if this Settlement does not become final or is rescinded or otherwise fails to become effective to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs. Other than as set forth in this Paragraph 25, and in Paragraph 23, Schaeffler shall not be liable for any of the costs or expenses of the litigation of the Bearings Actions, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

(b) To the extent not already produced as part of the transactional data referenced in paragraph 32, within ten (10) days after entry of the Preliminary Approval Order or by such later date as the Court may set for other Defendants to provide such information,

Schaeffler will supply to Settlement Class Counsel, in an electronic format, the names and addresses of putative Settlement Class Members to whom Schaeffler has sold Bearings during the Settlement Class Period to the extent they are identifiable through reasonable efforts. Upon execution of the Agreement, the parties shall begin to work in good faith to identify and collect any remaining information needed so as to avoid any undue burden on either party.

E. The Settlement Fund.

26. Releasors shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims against the Releasees, and shall have no other recovery against Schaeffler or any other Releasee.

27. After this Agreement becomes final within the meaning of Paragraph 18, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at a time chosen 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 23(d) and 25(a) of this Agreement.

28. 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 23(d) and 25(a). Schaeffler and the other Releasees shall not be liable for any costs, fees, or expenses of any of Direct Purchaser Plaintiffs or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 23(d) and 25(a), shall be paid out of the Settlement Fund.

29. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and

Incentive Awards for Class Representatives.

(a) Subject to Court approval, Direct Purchaser Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. Incentive awards to the Direct Purchaser Plaintiffs, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of costs and expenses is reduced or reversed, or in the event the Settlement does not become final or is rescinded or otherwise fails to become effective.

(b) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and any incentive awards for the class representatives to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to the fee and expense application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(c) Neither Schaeffler 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 of any fee and expense award in the Bearings Actions or any incentive awards to the class representatives.

(d) Neither Schaeffler 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 Bearings Actions or any incentive awards to the class representatives.

F. Cooperation.

30. In return for the release and discharge provided herein, Schaeffler agrees to pay the Settlement Amount and agrees to use its best efforts to provide satisfactory and timely Cooperation, at its expense, as set forth specifically in Paragraphs 31-43 below, until final judgment of all Bearings claims by Direct Purchaser Plaintiffs against each and every one of the Defendants in the Bearings Actions or dismissal with prejudice of all Bearings claims by Direct Purchaser Plaintiffs against each and every one of the Defendants in the Bearings Actions (“Termination Orders”), whichever is earlier.¹ All such Cooperation will take place consistent with the timing set forth specifically in Paragraphs 31-43 below. All Cooperation shall be conducted so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, and shall not impose undue burden and expense on Schaeffler. Schaeffler’s cooperation is further detailed in a letter agreement executed by the parties contemporaneously with this Agreement (the “Confidential Letter Agreement”). The letter agreement requires Schaeffler to provide Settlement Class Counsel with additional Cooperation and does not in any way narrow the scope of the Cooperation set forth in the Agreement. Upon the Court’s request, the parties shall make the Confidential Letter Agreement available for the Court’s *in camera* review.

¹ Schaeffler’s Cooperation obligations shall continue until the time for appeal or to seek permission to appeal from the Court’s Termination Orders has expired or, if appealed, approval of the Termination Orders have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

31. Within five (5) business days of the Execution Date, to the extent not already provided, counsel for Schaeffler shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Schaeffler who: (1) were interviewed and/or prosecuted by United States Department of Justice (“DOJ”) or the European Commission in connection with alleged price fixing, bid rigging, customer allocation, market allocation, and/or other unlawful anticompetitive activity with respect to Bearings; or (2) appeared before the grand jury in the DOJ’s investigation into alleged antitrust violations with respect to Bearings, or any similar body in the European Commission into alleged antitrust violations with respect to Bearings.

32. Transactional Data. Schaeffler USA represents that in the course of discovery in the Initial Bearings Action it has already produced to Direct Purchaser Plaintiffs Schaeffler USA’s pre-existing transactional data related to Bearings in accordance with the agreements Schaeffler USA reached with Direct Purchaser Plaintiffs regarding the scope of that production. To the extent Direct Purchaser Plaintiffs identify any deficiencies in that production, Schaeffler USA will act in good faith to resolve those deficiencies in a timely manner. In addition, Schaeffler USA will provide, in response to a written request from Settlement Class Counsel, a single production of electronic transactional data generated during the two years after the Execution Date of this Agreement as it exist in Schaeffler USA’s electronic database at the time of the request, within sixty (60) days of the receipt of such request. Schaeffler USA will preserve such transactional data until two years after the Execution Date of this Agreement. Schaeffler USA shall also provide reasonable assistance to Settlement Class Counsel in understanding the Transactional Data produced, including, if appropriate, a reasonable number of communications with Direct Purchaser Plaintiffs’ experts and between technical personnel.

33. Documents. Schaeffler USA represents that in the course of discovery in the

Bearings Actions, it has already produced to Direct Purchaser Plaintiffs all potentially relevant Documents (“Relevant Documents”) in accordance with the agreements Schaeffler USA reached with Direct Purchaser Plaintiffs regarding the scope of that production. Such Relevant Documents include: (1) Documents provided to or seized by the DOJ relating to their investigation into alleged competition violations with respect to Bearings; (2) non-privileged Documents concerning Bearings collected and reviewed in connection with Schaeffler USA’s internal investigation that are relevant to the allegations in the Complaints; (3) Documents concerning Schaeffler USA’s determination of its prices for Bearings; (4) Documents showing how Schaeffler USA employees were trained or instructed to bid and set prices for Bearings; and (5) Documents relating to issued requests for quotation (“RFQ”) to Schaeffler USA, bids submitted by Schaeffler USA in response to RFQs and RFQ award notifications. To the extent Direct Purchaser Plaintiffs identify or Schaeffler USA discovers any deficiencies in that production, Schaeffler USA will act in good faith to resolve those deficiencies in a timely manner. To the extent not already produced to Direct Purchaser Plaintiffs, Schaeffler USA will produce to Direct Purchaser Plaintiffs no later than sixty (60) days after the Execution Date all Documents that have been identified by Schaeffler USA as relating to or concerning a communication, meeting, or agreement regarding Bearings, by any employee, officer or director of Schaeffler USA with any employee, officer or director of another manufacturer or seller of Bearings, whether or not provided to or seized by the DOJ, the European Commission, or any other governmental authority. As to Documents in its possession, custody, or control that are not listed above, Schaeffler USA 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 Schaeffler USA.

34. Should Schaeffler USA inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under

foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by the DOJ, the European Commission, or any governmental authority, Direct Purchaser Plaintiffs agree (a) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement and (b) to return such documents to Schaeffler USA upon a written request from Schaeffler USA. Provided, however, that no Document shall be withheld under claim of privilege or work product if produced to or made available to the DOJ, the European Commission, or any other governmental authority, unless clawed back from that Government Entity pursuant to Rule 502 or otherwise.

35. Additional Cooperation. Additionally, Schaeffler shall use its reasonable best efforts to cooperate with Settlement Class Counsel as set forth in this Paragraph. All such cooperation shall be, to the extent practicable, coordinated in such a manner so that all unnecessary duplication and expense is avoided.

(a) Starting no later than five (5) business days after execution this Agreement or as the Parties may otherwise agree, Schaeffler's counsel will make themselves available at the offices of Wilmer Cutler Pickering Hale and Dorr LLP in Washington, DC for up to two (2) meetings of one (1) business day each to provide an attorney's proffer to Settlement Class Counsel of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics relating to the allegations in the Bearings Actions not covered by privilege or other protections available under any applicable statute or law. Thereafter, Schaeffler's counsel will make themselves available for reasonable follow-up conversations in connection with the attorney's proffer, and will use reasonable efforts to respond to questions posed by Settlement Class Counsel.

(b) Upon reasonable notice after preliminary approval of this Agreement, Schaeffler USA agrees to make three (3) persons available for interviews and depositions,

and make those persons available to provide declarations and to testify at trial. The identity of such persons will be selected by Settlement Class Counsel, subject to Schaeffler USA's approval, and which may consist of current directors, officers, and/or employees of Schaeffler USA whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Direct Purchaser Plaintiffs in the prosecution of the Bearings Actions. Schaeffler USA shall not unreasonably refuse to provide interviews and depositions of the witnesses selected by Direct Purchaser Plaintiffs. Notwithstanding the foregoing, no Schaeffler USA witness that has already been deposed in the Bearings Actions shall be required to be deposed again. Interviews and depositions shall be conducted at a mutually agreed-upon location, and shall be limited to a total of seven (7) hours over one day. To the extent that a person to be interviewed or deposed requests an interpreter, the interview or deposition shall be limited to a total of thirteen (13) hours, which would occur over two (2) consecutive days at the request of the interviewee or deponent. Upon reasonable notice by Settlement Class Counsel, Schaeffler USA shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow up questions for a period not to exceed two (2) hours. To the extent that a person to be interviewed or deposed is not reasonably available in the United States for an interview, the interview will be conducted at a mutually agreed upon location elsewhere. Schaeffler USA will in good faith consider requests for additional persons for interviews and depositions, and will produce such persons, if appropriate, in its discretion. Written notice by Settlement Class Counsel to Schaeffler USA's counsel shall constitute sufficient service of notice for such depositions. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English or in German with certified English translations.

36. In addition to its Cooperation obligations set forth herein, Schaeffler USA

agrees to produce through affidavit(s) or declaration(s) and/or at trial of any of the Bearings Actions, if necessary, in Settlement Class Counsel's discretion, a representative or representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Schaeffler USA's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in the Bearings Actions. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Schaeffler witnesses at trial for the purpose of obtaining such evidentiary foundations.

37. Schaeffler shall be entitled to designate all Cooperation Materials in accordance with the Protective Order in the Initial Bearings Action. Direct Purchaser Plaintiffs and Settlement Class Counsel will not attribute any factual information from Attorney Proffers to Schaeffler or its counsel. Direct Purchaser Plaintiffs and Settlement Class Counsel shall not disclose information obtained solely from Attorney Proffers to any other claimants or potential claimants, including without limitation public entity plaintiffs and opt-out plaintiffs in the Bearings Actions, except with Schaeffler's prior written consent.

38. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any Attorney Proffers or other statements made by counsel for Schaeffler in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such Attorney Proffers or other statements in the prosecution of its claims in the Bearings Actions including for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, except any claims against Releasees (but, except as otherwise provided herein or in the Confidential Letter Agreement, shall not introduce any information from an Attorney Proffer into the record, or depose or subpoena any Schaeffler counsel related to an Attorney Proffer), and may rely on such information to

certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery.

39. In the event that Schaeffler, or any other Releasee, produces Documents or provides declarations or written responses to discovery to any party or non-party in the Bearings Actions, concerning or related to the Bearings Actions ("Relevant Production"), the producing party shall produce all such Documents, declaration 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 to Direct Purchaser Plaintiffs. This Agreement does not restrict Settlement Class Counsel from noticing, attending and/or participating in any depositions in the Bearings Actions. Settlement Class Counsel may attend and/or participate in any depositions of Schaeffler witnesses, or a witness of any other Releasee, in addition to the depositions set forth in Paragraph 35, and Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition, provided that examination from the Settlement Class Counsel shall not cause the deposition to exceed a total of seven (7) hours over one day (or whatever other limit applies to that deponent's testimony). Participation in the depositions discussed in this Paragraph will not limit the number of depositions to be provided for under Paragraph 35 above. Direct Purchaser Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure any deposition taken under Paragraph 35 above are with any other deposition noticed in the Bearings Actions to avoid unnecessary duplication.

40. Schaeffler's and the other Releasees' obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Schaeffler's obligations to provide Cooperation under this Agreement shall continue in accordance with the provisions of

Paragraph 30.

41. In the event that this Agreement fails to receive final approval by the Court, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Direct Purchaser Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Schaeffler or any other Releasee, at any hearing or trial, or in support of any motion, opposition or other pleading in the Bearings Actions or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Bearings Actions, Documents provided by Schaeffler and/or the other Releasees, their counsel, or any individual made available by Schaeffler pursuant to Cooperation obligations (as opposed to from any other sources or pursuant to a court order other than a court order enforcing the Cooperation obligations). This limitation shall not apply to any discovery of Schaeffler USA which Settlement Class Counsel participated in as part of the Bearings Actions. Notwithstanding anything contained herein, Direct Purchaser Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Schaeffler 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 8, or in the event that it is terminated by either party under any provision herein. Should this Agreement fail to receive final approval by the Court, Direct Purchaser Plaintiffs and Schaeffler will meet and confer regarding the number and timing of any additional depositions of current or former employees of Schaeffler USA in the Bearings Actions. If the parties cannot agree, they may move the Special Master or Court in the Bearings Actions to set the number and timing of such depositions.

42. Schaeffler and other Releasees need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Direct Purchaser Plaintiffs or otherwise participate in the Bearings Actions during the pendency of the Agreement, with the

exception of the Cooperation provisions set forth in Paragraphs 30-43. This withdrawal of discovery shall be without prejudice to reinstating such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein. Other than to enforce the terms of this Agreement, neither Schaeffler nor Direct Purchaser Plaintiffs shall file motions against the other, in the Bearings Actions, during the pendency of the Agreement.

43. If Settlement Class Counsel believes that Schaeffler has failed to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such cooperation. Nothing in this provision shall limit in any way Schaeffler'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.

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

44. 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 Schaeffler and Direct Purchaser Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 23(d) and 25(a) 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 56. 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.

45. In the event that this Agreement does not become final as set forth in Paragraph 18, or this Agreement otherwise is terminated or rescinded by either party under any provision herein, 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 and all interest accrued or earned thereon shall be returned forthwith to Schaeffler less only disbursements made, or obligations incurred in accordance with Paragraphs 23(d) and 25(a) of this Agreement. Schaeffler and Direct Purchaser Plaintiffs expressly reserve all their respective rights and defenses if this Agreement does not become final.

46. Further, and in any event, Direct Purchaser Plaintiffs and Schaeffler 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 Schaeffler, or the other Releasees, or of (ii) the truth of any of the claims or allegations contained in in any complaint or any other pleading filed in the Bearings Actions, to be used against Schaeffler or the other Releasees, and evidence thereof shall not be discoverable or used in any way, in the Bearings Actions, against Schaeffler or the other Releasees. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using Cooperation Materials produced by Schaeffler against any other defendants in any Bearings Actions to establish (i) or (ii) above.

47. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for the payment of the Settlement Amount and Cooperation by Schaeffler.

H. Miscellaneous.

48. Schaeffler 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 within ten (10) calendar days after the filing of the Motion seeking preliminary approval.

49. Schaeffler, Direct Purchaser Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

50. This Agreement does not settle or compromise any of the claims or allegations contained in any complaint or any other pleading filed in the Bearings Actions or, if amended, any subsequent complaint, against any Defendant or alleged co-conspirator other than Schaeffler or the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Direct Purchaser Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than Schaeffler and the other Releasees, for sales made by Schaeffler and Schaeffler's alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiffs and Settlement Class Members. Schaeffler's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Bearings Actions 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 Bearings Actions or other persons or entities other than Schaeffler and the other Releasees. Schaeffler shall not be responsible for any payment to Direct Purchaser Plaintiffs and the Settlement Class other than the Settlement Amount, and the amounts specifically agreed to in Paragraphs 23(d) and 25(a) of this Agreement.

51. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved

by negotiation and agreement by Direct Purchaser Plaintiffs and Schaeffler, 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. Schaeffler will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

52. This Agreement, the Opt-Out Letter, and the Confidential Letter Agreement constitute the entire, complete and integrated agreement among Direct Purchaser Plaintiffs and Schaeffler pertaining to the settlement of the Bearings Actions against Schaeffler, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Direct Purchaser Plaintiffs and Schaeffler in connection herewith. This Agreement may not be modified or amended except in writing executed by Direct Purchaser Plaintiffs and Schaeffler, and approved by the Court.

53. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Direct Purchaser Plaintiffs and Schaeffler. 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 Schaeffler entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

54. This Agreement may be executed in counterparts by Direct Purchaser Plaintiffs and Schaeffler, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

55. Neither Direct Purchaser Plaintiffs nor Schaeffler shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or

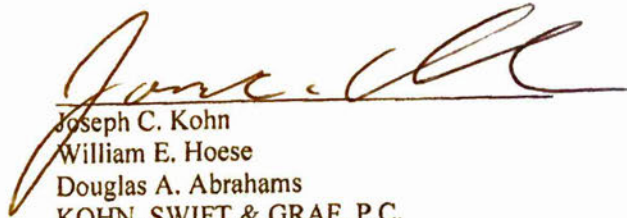
rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

56. 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.

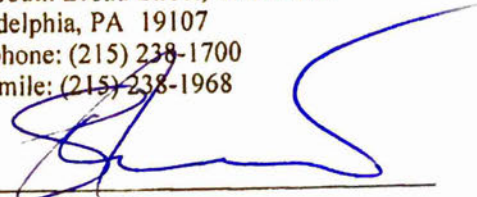
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Each of the undersigned attorneys represents that he or she is fully authorized to enter in to the terms and conditions of, and to execute, this Agreement subject to Court approval.

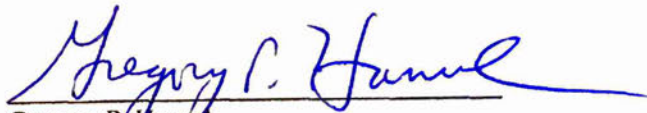
Dated: March 21, 2017



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