

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

IN RE AUTOMOTIVE PARTS ANTITRUST  
LITIGATION

In Re: OCCUPANT SAFETY SYSTEMS CASES

THIS RELATES TO: DIRECT PURCHASER  
ACTIONS

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

S:12-cv-00601-MOB-MKM

**SETTLEMENT AGREEMENT BETWEEN DIRECT  
PURCHASER PLAINTIFF CLASS AND AUTOLIV**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 30th day of May 2014 (the “Execution Date”), by and between Autoliv Inc., Autoliv ASP, Inc., Autoliv B.V. & Co. KG, and Autoliv Japan Ltd. (collectively, “Autoliv”) and the Direct Purchaser Plaintiffs (defined herein) in the above-captioned action, a multidistrict consolidated class action.

WHEREAS, Direct Purchaser Plaintiffs allege that Autoliv participated in an unlawful conspiracy to rig bids for, and to raise, fix, maintain, or stabilize prices of, Occupant Safety Systems sold in the United States from at least as early as January 1, 2003, until at least February 28, 2014, in violation of the antitrust laws of the United States; and

WHEREAS, Autoliv denies the allegations in Direct Purchaser Plaintiffs’ Complaints filed in the Action (defined herein), has asserted affirmative defenses against the claims in the Action, and denies any liability whatsoever;

WHEREAS, Direct Purchaser Plaintiffs, on behalf of themselves and the Settlement Class Members (defined herein), and Autoliv agree that this Settlement Agreement shall not be

deemed or construed to be an admission or evidence of the truth of any of Direct Purchaser Plaintiffs' claims or allegations in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Class Plaintiffs' Co-Lead Counsel (defined herein) and Autoliv, and unless otherwise specified, this Settlement Agreement, including its exhibits, embodies all of the terms and conditions of the good-faith settlement between Autoliv and Direct Purchaser Plaintiffs, both individually and on behalf of the Settlement Class Members, and has been reached as a result of the parties' negotiations, subject to approval of the Court (defined herein) as provided herein;

WHEREAS, the Action will continue against those Defendants (defined herein) that are not Released Parties (defined herein);

WHEREAS, Class Plaintiffs' Co-Lead Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the complaints filed in the Action, the legal and factual defenses thereto, and the applicable law, that it would be in the best interests of the Settlement Class (defined herein) to enter into this Settlement Agreement to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Settlement Class and, further, that Class Plaintiffs' Co-Lead Counsel consider the settlement set forth herein to be fair, reasonable, adequate, and in the best interests of the Settlement Class; and,

WHEREAS, Autoliv has agreed to enter into this Settlement Agreement to avoid the expenses, risk, and burden of further litigation, to obtain the releases, orders, and judgment contemplated by this Settlement Agreement, and to put to rest with finality all claims that have been or could have been asserted against Autoliv based on the allegations in Direct Purchaser Plaintiffs' complaints;

WHEREAS, Autoliv has agreed to provide cooperation to Direct Purchaser Plaintiffs in the ongoing prosecution of this litigation against all other Defendants as set forth in this Agreement, and such cooperation is expected to materially assist Direct Purchaser Plaintiffs in the prosecution of the Action. NOW, THEREFORE, in consideration of the agreements herein set forth, it is agreed by and among the undersigned that the claims of the Direct Purchaser Plaintiffs and the Settlement Class Members be settled, compromised, and dismissed on the merits and with prejudice as to Autoliv and, except as provided for herein, without costs against the Direct Purchaser Plaintiffs, the Settlement Class, or Autoliv, subject to the approval of the Court, on the following terms and conditions.

1. Definitions.

The following capitalized terms, as used in this Settlement Agreement, have the following meanings:

(a) “*Action*” means the direct purchaser antitrust class actions consolidated under the caption *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Master Case No. 12-cv-00601 (MOB), currently pending in the United States District Court for the Eastern District of Michigan, Southern Division.

(b) “*Affiliates*” means entities controlling, controlled by or under common control.

(c) “*Class Plaintiffs’ Co-Lead Counsel*” means the law firms of 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.

(d) “*Court*” means the United States District Court for the Eastern District of Michigan where the Action is pending.

(e) “*Defendant*” means, for purposes of this Settlement Agreement only, any one or more of the following: Autoliv, Inc., Autoliv ASP, Inc., Autoliv Safety Technology, Inc., Autoliv B.V. & Co. KG, Autoliv Japan Ltd., Takata Corporation, TK Holdings, Inc., Tokai Rika Co., Ltd., TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc., TRW Automotive Holdings Corporation, and TRW Deutschland Holding GmbH.

(f) “*Direct Purchaser Plaintiffs*” means, for purposes of this Settlement Agreement only, Beam’s Industries, Inc. and Findlay Industries, Inc.

(g) “*Document*” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.

(h) “*Effective Date*” means the date on which Final Approval of this settlement has been obtained.

(i) “*Escrow Account*” means the account or accounts meeting the requirements of Treas. Reg. § 1.468B-1(c)(3) to be established by Class Plaintiffs’ Co-Lead Counsel for receipt of the Settlement Amount to be paid by Autoliv pursuant to this Settlement Agreement.

(j) “*Execution Date*” means May 30, 2014.

(k) “*Final Approval*” means the first date upon which all of the following three conditions shall have been satisfied:

- i. This settlement has been approved in all respects by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;
- ii. Entry has been made, as provided in Paragraph 5 hereof, of the final judgment of dismissal in the form of Exhibit A hereto; and
- iii. Either (a) the time to appeal, or to seek permission to appeal, the Court’s approval of the settlement as described in Paragraph 1(k)(i) hereof and entry of final judgment as described in Paragraph 1(k)(ii) hereof has

expired with no appeal having been taken or permission to appeal having been sought and no motion to or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or Final Approval Order or to toll the time for appeal of the judgment or Final Approval Order; or (b) such approval and final judgment have been affirmed in their entirety by the court of last resort to which any appeal has been taken or petition for review has been presented, and such affirmance has become no longer subject to the possibility of further appeal or review. It is agreed that in determining the times for appeal, further appeal, or review, the provisions of Fed. R. Civ. P. 60 and of the All Writs Act, 28 U.S.C. § 1651, shall not be taken into account.

(l) “*Final Approval Order*” shall mean an order or judgment of a court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice.

(m) “*Final Settlement Amount*” means the Settlement Amount (defined herein) less the Opt-Out Reduction (defined herein).

(n) “*Motion*” as used in Paragraph 3 herein means a motion for preliminary approval of the settlement and final judgment contemplated by this Settlement Agreement and for a stay of all proceedings in the Action against Autoliv until the Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters the final judgment.

(o) “*Notice Costs*” means the fees and costs necessary to provide notice of the Settlement Agreement to Settlement Class members, exclusive of any attorneys’ fees.

(p) “*Occupant Safety Systems*” means seat belts, airbags, steering wheels or steering systems, safety electronic systems, and related parts and components.

(q) “*Opt-Out Deadline*” means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class and this settlement.

(r) “*Opt-Out Reduction*” means the reduction of the Settlement Amount (defined herein) that may result from putative class members opting-out of the proposed Settlement Class (defined herein) and therefore not participating in the settlement.

(s) “*Plaintiffs’ Counsel*” means those attorneys or law firms retained as counsel for any of the plaintiffs in any of the Actions.

(t) “*Released Claims*” shall have the meaning set forth in Paragraphs 17 and 18 hereof.

(u) “*Released Parties*” shall refer jointly and severally, individually and collectively to Autoliv Inc., Autoliv ASP, Inc., Autoliv Safety Technology, Inc., Autoliv B.V. & Co. KG, and Autoliv Japan Ltd., their parents, subsidiaries, affiliates, divisions, predecessors and successors, and their respective past and present officers, directors and employees.

(v) “*Releasing Parties*” shall refer jointly and severally, individually and collectively to Direct Purchaser Plaintiffs and the Settlement Class Members, as well as each of their parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns, and their respective past and present officers, directors, and employees.

(w) “*Settlement Agreement*” means this agreement by and between Autoliv and Direct Purchaser Plaintiffs, both individually and on behalf of the Settlement Class Members.

(x) “*Settlement Amount*” means \$40,000,000.00 USD, which is the amount Direct Purchaser Plaintiffs and Autoliv have agreed upon to settle the Action.

(y) “*Settlement Class*” or “*Settlement Class Members*” means all individuals and entities who purchased Occupant Safety Systems in the United States directly from one or

more Defendants or any of the Defendants' respective parents, subsidiaries or affiliates from January 1, 2003 through the Execution Date and who do not timely and validly request exclusion from the Settlement Class in accordance with Paragraph 7 hereof.

(z) "*Settlement Fund*" means the Settlement Amount to be paid by Autoliv pursuant to Paragraph 6 below, plus any interest earned thereon following such payment.

(aa) "*Settlement Hearing*" means the final approval hearing scheduled by the Court to consider the fairness, adequacy, and reasonableness of the proposed settlement.

2. Reasonable Best Efforts to Effectuate this Settlement. Class Plaintiffs' Co-Lead Counsel, Settlement Class Members, and counsel for Autoliv agree to undertake their reasonable best efforts, including, without limitation, all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may become necessary by order of the Court or otherwise, to carry out the terms of this Settlement Agreement and to obtain Final Approval of this Settlement Agreement. The Court's certification of the Settlement Class as provided herein is without prejudice to, or waiver of: (i) the rights of any non-settling Defendant to contest certification of any putative class proposed in the consolidated actions; or (ii) the rights or arguments asserted by any Defendant in defending against such claims. The Court's findings and rulings in connection with this settlement shall have no effect on the Court's ruling on any motion to certify any class in the Action or any other action, and no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any class or with respect to any defense asserted by any Defendant.

3. Motion for Preliminary Approval. As soon as practicable after the Execution Date and after Autoliv has publicly disclosed the Settlement Agreement, Direct Purchaser Plaintiffs shall submit to the Court a motion, to be joined in or stipulated to by Autoliv, requesting that the Court enter an Order preliminarily approving the settlement and authorizing

dissemination of notice to the Settlement Class (the "Motion"). The Motion shall include: (a) the proposed order and final judgment attached as Exhibit A hereto, (b) the proposed forms of mail notice and publication notice to the Settlement Class attached as Exhibits B and C, and (c) the proposed order preliminarily approving this settlement attached as Exhibit D.

4. Notice to Settlement Class. Individual notice of the settlement shall be mailed to persons and entities identified as members of the Settlement Class through reasonable efforts by Autoliv and the other Defendants, to the extent provided voluntarily or ordered by the Court. The notice shall be substantially in the form set forth as Exhibit B, provided, however, that the parties shall have the discretion to make agreed-upon non-material minor revisions to the notice before mailing it. Within ten (10) days of the mailed notice being sent, notice shall also be given by publication once in the legal notices section of the national print edition of *The Wall Street Journal* and once in the print edition of *Automotive News*. Publication notice shall be substantially in the form of Exhibit C hereto. The notice shall also be posted on the Internet on a website dedicated to this litigation. Direct Purchaser Plaintiffs shall take all necessary and appropriate steps to ensure that notice is provided in accordance with the order of the Court. In addition,

- (a) Autoliv agrees to permit a maximum of one hundred twenty-five thousand US dollars (\$125,000 USD) of the Settlement Fund to be used towards Notice Costs. Funds expended pursuant to this paragraph may be paid without further approval from the Court and, in accordance with the provisions of Paragraph 12, any amounts expended for Notice Costs are not recoverable by Autoliv if this settlement does not become final or is terminated.



- (b) Within thirty (30) 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, Autoliv will supply to Class Plaintiffs' Co-Lead Counsel, in electronic format, the names and addresses of putative Settlement Class Members to whom it has sold Occupant Safety Systems during the Settlement Class Period to the extent such information is reasonably available in its records, such data is reasonably accessible, and to the extent not previously provided.
- (c) In no event shall Autoliv be responsible for giving notice of this settlement to members of the Settlement Class or for the administration of the Settlement Fund, including but not limited to the expense and cost of such notice and claims administration, except insofar as provided in this Settlement Agreement.

5. Motion for Entry of Final Judgment. No later than fourteen (14) days prior to the Final Approval Hearing, Direct Purchaser Plaintiffs shall submit a motion for final approval of the settlement by the Court, to be joined in or stipulated to by Autoliv, after notice to the members of the Settlement Class of the Settlement Hearing, and shall seek entry of an order and final judgment, in the form attached hereto as Exhibit A:

- (a) Certifying the Settlement Class described in Paragraph 1.y., pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class;
- (b) Fully and finally approving the settlement contemplated by this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms and conditions;

- (c) Directing that the Action be dismissed with prejudice as to Autoliv and, except as provided for herein, without costs;
- (d) Discharging and releasing the Released Parties from all Released Claims;
- (e) Reserving continuing and exclusive jurisdiction over the settlement, including its administration;
- (f) Determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal of the Action as to Autoliv shall be final and appealable;
- (g) Permanently enjoining each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against Autoliv or the Released Parties; and
- (h) Retaining jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this settlement.

6. Settlement Consideration and Payment. As soon as reasonably practicable, but in no event later than ten (10) business days after the Execution Date, and in full, complete, and final settlement of the Action as provided herein, Autoliv shall cause the Settlement Amount to be wire transferred to the Escrow Account pursuant to wire transfer instructions provided in writing by Class Plaintiffs' Co-Lead Counsel to Autoliv's counsel within five (5) business days after the Execution Date.

7. Exclusions. Any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. A request for exclusion that does not comply with all of the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by this Settlement Agreement upon Final Approval. Class Plaintiffs' Co-Lead Counsel shall, within ten

(10) business days after the Court-ordered deadline for timely requests for exclusion from the Settlement Class, cause to be provided to counsel for Autoliv a list of those Settlement Class members who have timely excluded themselves from the Settlement Class. Autoliv or Class Plaintiffs' Co-Lead 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 fifteen (15) days of the Opt-Out deadline.

8. Opt-Out Reduction. Within twenty (20) days following Opt-Out Deadline, or as soon thereafter as practicable, the parties shall calculate the aggregate dollar volume of Occupant Safety Systems purchased from Autoliv during the period from January 1, 2003 through the Execution Date by the person(s) or entity(ies) requesting exclusion divided by the total dollar volume of Occupant Safety Systems purchased from Autoliv during the period from January 1, 2003 through the Execution Date by the Settlement Class Members (the "Total Opt-Out Percentage"). As set forth in a separate, confidential side letter, the Settlement Amount is subject to a certain Opt-Out Reduction based on the Total Opt-Out Percentage. Further, in the event that the Total Opt-Out Percentage exceeds the Maximum Opt-Out Percentage set forth in the side letter, Direct Purchaser Plaintiffs and Autoliv shall each, in their sole discretion, have the right to rescind, cancel, and terminate this Settlement Agreement (excepting Paragraphs 12, 22, 27, and 28 hereof). If either of the Parties elects to rescind, cancel, or terminate this Settlement Agreement in accordance with this Paragraph 8, the Settlement Fund (including any and all income earned thereon) shall, within ten (10) business days of termination of the Settlement Agreement, be refunded to Autoliv, less only any taxes paid or owed on the earnings of the Settlement Fund and any Notice Costs or other expenditures authorized by this Settlement Agreement that were incurred prior to the rescission, cancellation, or termination. The Parties expressly reserve all of their rights if the settlement does not become final in accordance with the terms of this Settlement Agreement or if it is rescinded, cancelled, or terminated by Direct Purchaser Plaintiffs or Autoliv pursuant to this Paragraph 8 or Paragraph 19 hereof. Specifically, all negotiations, and proceedings connected with this Settlement Agreement shall be without

prejudice to the rights of any party hereto, including without limitation, specifically, the *status quo ante* rights of Direct Purchaser Plaintiffs, Settlement Class Members and Autoliv, and all pleadings, proceedings, proffers and productions related to the Settlement Agreement shall not be deemed or construed to be an admission by any party of any fact or matter, and shall not be used in any way in the Action or in any related actions or proceedings, unless the undersigned parties agree in writing to proceed with the settlement as and if modified by them or the Court.

9. Investment of Settlement Fund. All payments into the Escrow Account shall, when made, be invested in United States Government Treasury obligations or United States Treasury money market funds; *provided, however*, that such portions of the Settlement Fund as may reasonably be needed to pay expenses authorized by Paragraphs 4 and 12 hereof, and any other amounts approved by the Court following Final Approval, may be deposited in a federally insured interest bearing bank account. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Autoliv shall have no responsibility for, or liability in connection with, the Settlement Fund, including, without limitation, the investment, administration, maintenance, or distribution thereof.

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

11. Qualified Settlement Fund. 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 Autoliv, 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 Class Plaintiffs’ Co-Lead Counsel, and upon notification to Autoliv’s Counsel,

taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account and all related costs and expenses from 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 Autoliv as a result of any income earned on the funds in the Escrow Account, Autoliv 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. Autoliv will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph 11, Autoliv shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto.

12. Payments of Expenses From the Settlement Fund. Reasonable disbursements for expenses associated with providing Notice of the settlement to the Settlement Class pursuant to Paragraph 4 hereof, expenses for maintaining the Escrow Account, and expenses incurred in connection with taxation matters pursuant to Paragraphs 11 and 20 hereof, may be paid without approval from the Court and shall not be refundable to Autoliv in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court. Autoliv shall have no responsibility for, or liability in connection with, the Settlement Fund, including without limitation the investment, administration, maintenance, or distribution thereof.

13. All Claims Satisfied by Settlement Fund. Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Settlement Class pursuant to Paragraphs 17 and 18 hereof. Except as provided by order of the Court pursuant to this Settlement Agreement, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

14. All Expenses Paid from Settlement Fund. Autoliv shall not be liable for any of the costs or expenses of the litigation of the Actions or of this settlement, including but not limited to those (a) of any of the Direct Purchaser Plaintiffs' or Settlement Class Members' counsel, experts, consultants, agents, and representatives; (b) incurred in giving notice (except

insofar as provided in Paragraph 4 hereof); or (c) incurred in administering the settlement or distributing the Settlement Funds.

15. Attorneys' Fees. Autoliv shall not be liable for any costs or attorneys' fees of Plaintiffs' Counsel, and any and all such costs, fees, payments, or awards as may be approved by the Court shall be paid out of the Settlement Fund. There shall be no payment of attorneys' fees, costs, or expenses of Plaintiffs' Counsel, or any other awards the Court may make, out of the Settlement Fund until Final Approval has occurred.

16. Plan of Distribution and Proof of Claim. Unless otherwise ordered by the Court, the Settlement Fund shall be distributed to Settlement Class Members in accordance with a plan of distribution to be submitted to and approved by the Court. Any proof of claim form that may be used in connection with the distribution of the Settlement Fund to Settlement Class Members shall be reviewed in advance with counsel for Autoliv, and shall thereafter be submitted to the Court for approval.

17. Releases. In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, in the event that this settlement is approved by the Court the Released Parties shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including without limitation costs, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct related to, arising from, or described in the Action prior to the Execution Date on account of, arising out of, resulting from, or related to in any respect the purchase, sale, pricing, discounting, manufacturing, offering, or distributing of Occupant Safety Systems or relating, in any way, to any conduct alleged in the Action including, without limitation, any such claims that have been asserted or could have been asserted in the Action, or any one of them, against Autoliv including, but not limited to, claims

arising under federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including without limitation the Sherman Act, 15 U.S.C. § 1 *et seq.* However, the Released Claims do not include: (1) claims based on indirect purchases of Occupant Safety Systems; (2) claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of product warranty, or breach of contract claims relating to Occupant Safety Systems; (3) claims for purchases made outside the United States and not involving the delivery Occupant Safety Systems in or into the United States; (4) claims brought under laws other than those of the United States; or (5) claims concerning any automotive part other than Occupant Safety Systems.

18. Waiver of Rights. In addition to the provisions of Paragraph 17, each Settlement Class Member hereby expressly agrees that, upon Final Approval, it will waive and release with respect to the Released Claims that such Settlement Class Member has released pursuant to Paragraph 17 hereof any and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,

(b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 17 hereof. Each Settlement Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Settlement Class Member has released pursuant to Paragraph 17 hereof, but each Settlement Class Member hereby expressly agrees that, upon Final Approval, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Settlement Class Member

has released pursuant to Paragraph 16 hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

19. Effect of Disapproval. If the Court refuses, preliminarily or otherwise, to approve the settlement or this Settlement Agreement or any part hereof, 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 5 hereof, 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, Autoliv and Class Plaintiffs Co-Lead Counsel shall, at their sole discretion, each have the option to rescind, cancel, and terminate this Settlement Agreement (excepting Paragraphs 12, 22, 27, and 28 hereof). If either Autoliv or Class Plaintiffs' Co-Lead Counsel elect to rescind, cancel, or terminate this Settlement Agreement in accordance with this Paragraph 19 or Paragraph 8 hereof, the Settlement Amount (including any and all income earned thereon) shall, within ten (10) business days of termination of the Settlement Agreement, be refunded by wire transfer to Autoliv pursuant to written wire transfer instructions provided by Autoliv's counsel, less any expenditures authorized pursuant to Paragraph 12 hereof that were incurred prior to termination. If the settlement does not become final in accordance with the terms of this Settlement Agreement or if it is rescinded or terminated by either Autoliv or Class Plaintiffs' Co-Lead Counsel pursuant to this Paragraph 19 or Paragraph 8 hereof, the *status quo ante* rights of Direct Purchaser Plaintiffs, Settlement Class Members, and Autoliv and the post-termination conditions set forth in Paragraph 8 shall apply. Notwithstanding the foregoing, any modification or reversal on appeal of any award of attorneys' fees or expenses or of any plan of allocation of settlement proceeds among Settlement Class Members in the Action shall not be deemed a modification of this Settlement Agreement or a final judgment in this Action. To the extent that any award of attorneys' fees or expenses is modified or reversed on appeal, the balance shall be returned to the Settlement Fund within thirty (30) days of such modification or reversal becoming final and not subject to further appellate review.



20. Taxes and Tax Expenses. Class Plaintiffs' Co-Lead Counsel or their designee shall be solely responsible for filing all informational and other tax returns necessary to report any taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and pay any estimated or actual taxes due thereon out of the Settlement Fund, as and when legally required, including interest and penalties due on income earned by the Settlement Fund. Class Plaintiffs' Co-Lead Counsel shall be entitled to pay customary and reasonable tax expenses, including without limitation professional fees and expenses incurred in connection with carrying out their responsibilities set forth in this paragraph from the Settlement Fund, when incurred and without prior approval by the Court. Except as set forth in Paragraph 11 hereof, Autoliv shall have no responsibility to make any tax filings related to this Settlement Agreement or the Settlement Fund or to pay any taxes with respect thereto.

21. Cooperation. In return for the release and discharge provided herein, in addition to the Settlement Amount it will pay, Autoliv agrees to provide substantial cooperation to Direct Purchaser Plaintiffs as set forth below in this Paragraph 21 and all of its subparts. Notwithstanding anything to the contrary herein, all cooperation shall occur in a manner that is in compliance with Autoliv's obligations to any Government Entities (as defined below) and Autoliv's obligations to customers under any applicable confidentiality or non-disclosure agreements.

(a) Counsel for Autoliv shall provide Class Plaintiffs' Co-Lead Counsel with a detailed proffer of the relevant facts known to them relating to Direct Purchaser Plaintiffs' allegations of price-fixing, bid-rigging, and market allocation of Occupant Safety Systems ("Attorney Proffer"). As part of the Attorney Proffer, Autoliv's counsel shall identify all current and former employees of Autoliv who: (1) were interviewed or prosecuted by the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, or any other government entity (collectively referred to herein as "Government Entities") in connection with alleged price-fixing, bid-rigging, and market allocation of Occupant Safety

Systems; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Occupant Safety Systems; or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Occupant Safety Systems. Counsel for Autoliv shall not be required to disclose to Class Plaintiffs' Co-Lead Counsel the specific Government Entities to which each such current or former employee of Autoliv was identified or appeared before. Further, Autoliv's counsel will in an Attorney Proffer provide Direct Purchaser Plaintiffs with relevant facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics, to the extent not covered by privilege or other protections available under any applicable statute or United States law, relating to the claims at issue in this Action. Autoliv's counsel will make themselves available for reasonable follow-up conversations in connection with the Attorney Proffers, and will use reasonable efforts to respond to questions posed by Class Plaintiffs' Co-Lead Counsel. It is understood that Autoliv has no obligation to seek new or additional information or documents from any of its employees with respect to any follow-up conversations; however, Autoliv will in good faith consider requests for new or additional information or documents, and will produce such information or documents, if appropriate, in its discretion. Direct Purchaser Plaintiffs and Class Plaintiffs' Co-Lead Counsel agree that all Attorney Proffers made by Autoliv's counsel shall be treated as "Highly Confidential," as said designation is described in the Protective Order in this Action (Doc. 77) and that they shall not use the information so received for any purpose other than the prosecution of the Occupant Safety Systems claims in the Automotive Parts Antitrust Litigation, 12-md-02311, except as otherwise provided in this Settlement Agreement. Notwithstanding any other provision of this Agreement, the Parties and their counsel further agree that any Attorney Proffers or other statements made by Autoliv's counsel in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408; provided, however that, Class Plaintiffs' Co-Lead Counsel may use (but shall not cite, introduce an Attorney Proffer into the record or depose or subpoena any Autoliv counsel) information

contained in Attorney Proffers in the prosecution of the Occupant Safety Systems claims in Automotive Parts Antitrust Litigation, 12-md-02311, and rely on such information to certify that, to the best of Class Plaintiffs' Co-Lead Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Autoliv shall produce to Direct Purchaser Plaintiffs all documents that Autoliv produced to the DOJ in connection with its investigation of price-fixing, bid-rigging, and market allocation of Occupant Safety Systems. This production shall include all English translations, to the extent they exist.

(c) Autoliv shall produce to Direct Purchaser Plaintiffs readily available transactional data for Autoliv's Occupant Safety System sales in or into the United States from January 1, 2001 through and including February 28, 2014, including available transactional data containing any of the following information: (1) the date for each bid or sale; (2) the price submitted in each bid; (3) bids formulated but not submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid was submitted and each sale was made; (6) the model, model year(s), and brand of car for which each bid was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Occupant Safety Systems sold in each sale; (8) the location where each bid was submitted and each sale was made; (9) the Autoliv entity that submitted each bid; (10) the sale agreements for each sale; (11) the value engineering price adjustment made to the Occupant Safety Systems sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids submitted by competitors, including each winning bid; (14) adjustments made to each bid as it was being formulated; and (15) any other transactional data reasonably agreed to in writing between Autoliv's counsel and Class Plaintiffs' Co-Lead Counsel. Except as provided herein, Autoliv will only produce the data that exists as of the Effective Date. In addition, Autoliv will produce the same categories of transactional data for each sale to an OEM in which Autoliv Japan Ltd. engaged in anticompetitive conduct described

in Autoliv's guilty plea to the United States Department of Justice on June 21, 2012. Autoliv will produce transactional data only from existing electronic transaction databases and will not be required to compile any data from individual invoices, individual personal computers, or transactional Documents, except that, to the extent Autoliv has not recorded or maintained electronic transaction data for any period between January 1, 2001 and the Effective Date, Autoliv will use reasonable efforts to produce existing hard copy records of those sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Additionally, Autoliv will provide to Direct Purchaser Plaintiffs any later-generated electronic transactional data that is provided to plaintiffs in any other case involving Occupant Safety Systems claims in the Automotive Parts Litigation, 12-md-02311. Direct Purchaser Plaintiffs and Class Plaintiffs' Co-Lead Counsel agree that all transactional data and any other Documents produced by Autoliv pursuant to this Paragraph 21 shall be treated as "Highly Confidential", as said designation is described in the Protective Order in this Action (Doc. 77); and that they shall not use the information so received for any purpose other than the prosecution of the Occupant Safety Systems claims in the Automotive Parts Antitrust Litigation, 12-md-02311, except as otherwise provided in this Settlement Agreement.

(d) Autoliv shall produce to Direct Purchaser Plaintiffs all Documents, if any, relevant to price-fixing, bid-rigging, and market allocation of Occupant Safety Systems that were not produced to the DOJ. For purposes of Autoliv's cooperation obligation pursuant to this Settlement Agreement, relevant documents shall include: (1) Documents, if any, provided to or seized by Government Entities other than the DOJ relating to their investigation into alleged competition violations with respect to Occupant Safety Systems, to the extent they have not already been produced to Class Plaintiffs' Co-Lead Counsel; and (2) non-privileged Documents, if any, concerning Occupant Safety Systems that (a) were collected and reviewed in connection with Autoliv's internal investigation but were not provided to or seized by Government Entities, and (b) are relevant to the claims and allegations in the Action or have been identified by Autoliv as relating to or concerning a communication, meeting, or agreement regarding Occupant Safety

Systems, by any current or former employee, representative, or agent of Autoliv and any current or former employee, representative, or agent of another manufacturer or seller of Occupant Safety Systems. For all Documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work-product doctrine; (3) a protective order; or (4) any other applicable privilege or doctrine protecting documents from disclosure, Autoliv shall provide a privilege log, to the extent already in existence (“Existing Privilege Log”), describing such Documents in sufficient detail as to explain the nature of the privilege asserted or the basis of any other law or rule protecting such Documents. No Document shall be withheld under claim of privilege if produced or made available to any Government Entities. If any Document protected by the attorney-client privilege, attorney work-product doctrine, or any other privilege is accidentally or inadvertently produced under this paragraph, then, upon notice by Autoliv of such inadvertent production, the Document shall promptly be destroyed or returned to Autoliv, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. In the event that Autoliv produces Documents or provides written declarations or written responses to discovery to any Government Entities or parties in any other actions in the Automotive Parts Antitrust Litigation, 12-md-02311, concerning or relating to this Action (“Relevant Production”), Autoliv shall produce all such Documents to Direct Purchaser Plaintiffs contemporaneously with making the Relevant Production, to the extent such Documents, written declarations or discovery responses have not previously been produced by Autoliv to Direct Purchaser Plaintiffs. The production of relevant Documents shall include all English translations, to the extent they exist. Counsel for Autoliv shall not be required to disclose the specific Government Entities or parties to which each such Document, written declaration, or written response to discovery was produced.

(e) Upon reasonable notice, Autoliv has agreed to make available for an interview with Class Plaintiffs’ Co-Lead Counsel or experts at a mutually agreed upon location in the United States, up to a total of up to seven (7) persons selected by Class Plaintiffs’ Co-Lead Counsel. All interviews shall each be limited to a total of eight (8) hours over one day. To the

extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of fourteen (14) hours, which would occur over two (2) consecutive days of seven (7) hours each day at the request of the interviewee. If applicable, Class Plaintiffs' Co-Lead Counsel may participate in the interviews of persons designated by counsel for plaintiffs in any other case involving Occupant Safety Systems claims in Automotive Parts Litigation, 12-md-02311 should such interviews be scheduled, and at any such interviews, Class Plaintiffs' Co-Lead Counsel would have an additional two (2) hours of interview time beyond the time used by other plaintiffs' counsel, or an additional three (3) hours if an interpreters is requested, which may result in the interview occurring over three (3) consecutive days at the request of the interviewee. Class Plaintiffs' Co-Lead Counsel agree to coordinate and share interview time with counsel for the Auto Dealers and End-Payers so that Autoliv employees are not subjected to multiple interviews in connection with Autoliv's cooperation in the Action. Autoliv agrees to make available by telephone the persons who have been interviewed as set forth in this paragraph to answer follow-up questions at the request of Class Plaintiffs' Co-Lead Counsel for a period not to exceed two (2) hours per person.

(f) Upon reasonable notice, Autoliv has agreed to use its best efforts to: (1) make available to appear for deposition a total of up to five (5) persons who Class Plaintiffs' Co-Lead Counsel select from among the same persons who have been chosen for interviews pursuant to Paragraph 21.e.; and (2) to provide affidavits from the same persons who have been chosen for interviews and depositions pursuant to Paragraphs 21.e. and this Paragraph 21.f. If Autoliv is unable to make those same persons available for deposition or declaration, then Class Plaintiffs' Co-Lead Counsel may select a substitute deponent or declarant. Each deposition shall be conducted at a mutually agreed upon location in the United States and shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days of six (6) hours each day at the request of the deponent. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of eighteen (18) hours, which would occur over two (2) consecutive days of nine (9) hours each day at the request of the deponent.

Notwithstanding anything to the contrary contained herein, the time limits for depositions and interviews set forth in this Settlement Agreement reflect the total amount of time that all settlement classes of Plaintiffs in the Action may depose or interview designated Autoliv employees, but those total times will not be reduced should a settlement with a given settlement class be terminated or not approved.

(g) Should Autoliv enter into settlements in any other class case involving Occupant Safety Systems claims in Automotive Parts Litigation, 12-md-02311, Class Plaintiffs' Co-Lead Counsel may participate in all depositions and interviews conducted as part of the settlement of the Action and any settlements in such other cases.

(h) Class Plaintiffs' Co-Lead Counsel may attend and/or participate in any depositions of Autoliv witnesses in addition to the depositions set forth in Paragraph 21.f. that are noticed by a party other than the Direct Purchaser Plaintiffs.

(i) Upon reasonable notice, Autoliv has agreed to make its best efforts to provide, for trial testimony, if necessary, up to two (2) persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 21.e. and 21.f., who may be current or former employees, representatives, or agents of Autoliv whom Class Plaintiffs' Co-Lead Counsel, in consultation with counsel for Autoliv, reasonably and in good faith believe possess knowledge of facts or information that would assist in the prosecution of the Occupant Safety Systems claims in Automotive Parts Litigation, 12-md-02311.

(j) In addition to its cooperation obligations set forth herein, Autoliv agrees to produce through affidavit(s) or declaration(s) and at trial, if necessary, in Class Plaintiffs' Co-Lead Counsel's discretion, representatives qualified to authenticate and establish as business records any of Autoliv's Documents and transaction and cost data produced or to be produced, and to the extent possible, any Documents produced by other Defendants or third-parties in this Action. In addition, if not unduly burdensome, Autoliv agrees to produce through affidavit(s), declaration(s) and at trial, if necessary, in Class Plaintiffs' Co-Lead Counsel's discretion, representatives qualified to establish any other necessary foundation for admission into evidence.

(k) Counsel for Autoliv shall provide Class Plaintiffs' Co-Lead Counsel with a final proffer.

(l) Autoliv's obligations to provide cooperation shall not be affected by the Release set forth in this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Autoliv's obligations to provide cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment has been entered in the Action against the last Defendant.

(m) In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraph 5 hereof, including final approval of the Settlement Class, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Direct Purchaser Plaintiffs nor Class Plaintiffs' Co-Lead Counsel shall be permitted to introduce evidence against Autoliv, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of this Action, any deposition testimony or any Documents provided by Autoliv and/or the Released Parties, their counsel, or any individual made available by Autoliv pursuant to cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, Direct Purchaser Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Autoliv in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraph 5 hereof, including final approval of the Settlement Class, or in the event that it is terminated by either party under any provision herein.

(n) Autoliv need not respond to formal discovery requests from Direct Purchaser Plaintiffs or otherwise participate in the Action during the pendency of the Agreement with the exception of the cooperation set forth in this Paragraph 21 and its subparts. Other than to enforce the terms of this Agreement, neither Autoliv nor Direct Purchaser Plaintiffs shall file motions against the other, in this Action, during the pendency of the Agreement. Autoliv and Direct Purchaser Plaintiffs shall jointly request the Court to enter an order withdrawing Autoliv's



Motion to Dismiss the Direct Purchaser Complaint in the Action and reserving Autoliv's right to renew the Motion should the settlement not receive Final Approval.

(o) Autoliv and Direct Purchaser Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is submitted to the Court for preliminary approval; however, once the Agreement is executed by the parties, the parties may advise the Court that the parties have entered into the Agreement with the specific terms to be disclosed at the time preliminary approval is sought.

(p) If Class Plaintiffs' Co-Lead Counsel believe that any current or former employee, officer, or director of Autoliv has refused to cooperate under the terms of this Agreement, Class Plaintiffs' Co-Lead Counsel may seek an Order from the Court compelling such current or former employee, representative or agent of Autoliv to provide discovery.

(q) Unless otherwise agreed by the parties, the timing of Autoliv's cooperation shall occur in the following three phases: Phase One – Within 30 days after the Court grants preliminary approval of the Settlement Agreement, Autoliv shall provide the Direct Purchaser Plaintiff Class with the cooperation set forth in the second and third sentences of Paragraph 21.a. of the Settlement Agreement; Phase Two – Within 30 days after the deadline for opt-outs has passed, Autoliv shall provide the Direct Purchaser Plaintiff Class with the balance of the cooperation set forth in Paragraph 21.a. of the Settlement Agreement, the cooperation set forth in Paragraph 21.b. and, to the extent Autoliv is permitted to do so after appropriate notifications or requests to customers under applicable confidentiality or non-disclosure agreements (which Autoliv will promptly initiate following preliminary approval), the cooperation set forth in Paragraph 21.c. of the Settlement Agreement; Phase Three – Within 30 days after the Court grants final approval of the Settlement Agreement, Autoliv shall provide the Direct Purchaser Plaintiff Class with the balance of the cooperation set forth in Paragraph 20.c. and the cooperation set forth in Paragraphs 20.d. through 20.p. of the Settlement Agreement. If it becomes necessary, the Direct Purchaser Plaintiff Class shall file a motion for an order directing Autoliv to produce any transactional data required by Paragraph 21.c. of the Settlement

Agreement that was not previously produced in Phase Two because Autoliv customers refused permission for Autoliv to do so voluntarily under the Settlement Agreement and the applicable protective order in this matter.

22. Resolution of Disputes: Retention of Jurisdiction. Any disputes between or among Autoliv and any Settlement Class Member or Settlement Class Members concerning matters contained in this Settlement Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement.

23. Other Claims. This Settlement Agreement does not settle or compromise any claim other than the Released Claims against the Released Parties. All rights of any Settlement Class Member against any person or entity other than the Released Parties for sales made by the Released Parties are specifically reserved by Direct Purchaser Plaintiffs and the Settlement Class Members. To the extent permitted or authorized by law, sales of Occupant Safety Systems by the Released Parties in or into the United States shall remain in the Actions against the non-settling Defendants and any future defendants other than the Released Parties as a basis for damage claims, and shall be part of any joint and several liability claims in the Action against the non-settling Defendants and any future defendants or persons or entities other than the Released Parties.

24. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Direct Purchaser Plaintiffs and their counsel shall be binding upon all Settlement Class Members and Releasing Parties.

25. Authorization to Enter Settlement Agreement. The undersigned representative of Autoliv covenants and represents that such representative is fully authorized to enter into and to execute this Settlement Agreement on behalf of Autoliv. Class Plaintiffs' Co-Lead Counsel represent that they are fully authorized on behalf of the Direct Purchaser Plaintiffs to conduct

settlement negotiations with defense counsel and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class.

26. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express, UPS, or similar overnight courier and in the case of either (a), (b), or (c) shall be addressed, if directed to any Direct Purchaser Plaintiff or Settlement Class Member, to Class Plaintiffs' Co-Lead Counsel at their addresses set forth on the signature pages hereof, and if directed to Autoliv, to its representative(s) at the addresses set forth on the signature pages hereof, or such other address as Class Plaintiffs' Co-Lead Counsel or Autoliv, respectively, may designate from time to time by giving notice to all parties hereto in the manner described in this paragraph. Copies of all notices under this Settlement Agreement may, at the notifying party's option, be transmitted by email to the appropriate parties. Providing a copy by email shall only be in addition to, and not a substitute for, the formal notice mechanisms provided for in (a), (b), or (c) of this Paragraph 26.

27. No Admission. Whether or not this Settlement Agreement becomes final or is terminated pursuant its terms, the parties expressly agree that this Settlement Agreement and its contents, including without limitation its exhibits and any and all statements, negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Action or any other pleading or filing, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding.

28. Confidentiality of Settlement Negotiations. Class Plaintiffs' Co-Lead Counsel and Plaintiffs' Counsel shall keep strictly confidential and not disclose to any third party any non-public information regarding the parties' negotiation of this settlement and/or this Settlement Agreement. For the sake of clarity, information contained within this Settlement Agreement shall be considered public.

29. Intended Beneficiaries. No provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity who is not a Direct Purchaser Plaintiff, Settlement Class Member, a Released Party, or Plaintiffs' Counsel. No Direct Purchaser Plaintiff, Settlement Class Member, or Plaintiffs' Counsel may assign or otherwise convey any right to enforce any provision of this Settlement Agreement.

30. No Conflict Intended. Any inconsistency between this Settlement Agreement and any exhibit attached hereto shall be resolved in favor of this Settlement Agreement. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

31. No Party is the Drafter. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof 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 hereof.

32. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of Michigan without regard to its choice of law or conflict of law principles.

33. Amendment; Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

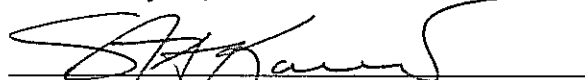
34. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile or emailed .pdf signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

35. Integrated Agreement. This Settlement Agreement and the confidential side letter agreement referenced in Paragraph 8, hereof, contain an entire, complete, and integrated statement of each and every term and provision agreed to by the parties hereto, and are not subject to any condition not provided for herein. This Settlement Agreement supersedes any and all prior and contemporaneous undertakings of Direct Purchaser Plaintiffs and Autoliv in connection herewith.

36. Class Action Fairness Act. Autoliv 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.

*[Signatures Appear on the Following Page]*

Dated: May 30, 2014



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William H. London

Michael E. Moskovitz

Michael L. Silverman

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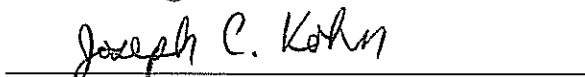
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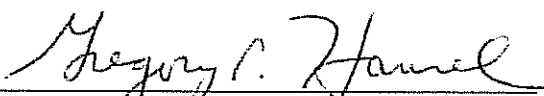
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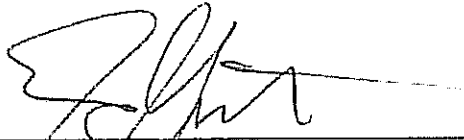
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And Autoliv Japan Ltd.**



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