

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

<b>In Re: AUTOMOTIVE PARTS ANTITRUST LITIGATION</b>
<b>In Re: WIRE HARNESS CASES</b>
<b>THIS DOCUMENT RELATES TO: ALL DIRECT PURCHASER CASES</b>

**12-md-02311  
Honorable Marianne O. Battani**

**2:12-cv-00101-MOB-MKM**

**NOTICE OF PROPOSED SETTLEMENT OF DIRECT PURCHASER  
CLASS ACTION WITH DEFENDANT LEAR CORPORATION  
AND HEARING ON SETTLEMENT APPROVAL**

**TO:** ALL PERSONS AND ENTITIES WHO PURCHASED WIRE HARNESS PRODUCTS IN THE UNITED STATES DIRECTLY FROM A DEFENDANT DURING THE PERIOD FROM JANUARY 1, 2000 THROUGH MAY 5, 2014.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY LITIGATION NOW PENDING IN THIS COURT.

**WHAT IS THE PURPOSE OF THIS NOTICE AND WHY WAS IT SENT TO ME?**

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Michigan, Southern Division. The purpose of this Notice is to inform you of a proposed settlement with Defendant Lear Corporation (“Lear”). Under the terms of the proposed settlement, Lear has made a payment of cash and securities with a total value of \$4.75 million (the “Settlement Fund”), and will provide certain information that the Direct Purchaser Plaintiffs may use in the prosecution of their remaining claims.

This litigation is part of coordinated legal proceedings involving a number of parts used in motor vehicles. The litigation, and the proposed settlement, relate solely to Wire Harness Products purchased directly from a Defendant. These proceedings do not relate to, and have no effect upon, cases involving any other product or purchaser.

Wire harnesses are electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in motor vehicles. “Wire Harness Products,” for purposes of the Lear settlement, means wire harnesses and the following related products: automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units, fuse boxes, relay boxes, junction blocks, power distributors, and speed sensor wire assemblies used in motor vehicles.

If you purchased Wire Harness Products in the United States directly from any of the Defendants identified below during the period from January 1, 2000 through May 5, 2014 (the “Settlement Class Period”), you are a member of the Direct Purchaser Settlement Class and have the rights and options summarized here:

- You may remain in the Direct Purchaser Settlement Class and be eligible to share in the Lear Settlement Fund under a claims procedure that will be instituted in the future;
- You may exclude yourself from the Direct Purchaser Settlement Class, in which case you will **not** be bound by the settlement and will **not** be eligible to share in the Lear Settlement Fund;
- If you do not exclude yourself from the Direct Purchaser Settlement Class, you may object in writing to the proposed Lear settlement or the request to use a portion of the Settlement Fund to pay litigation expenses and appear at the hearing where the Court will determine whether the proposed settlement should be approved as fair, adequate, and reasonable and whether a portion of the Settlement Fund may be used to pay litigation expenses; and
- You may enter an appearance in the litigation through your own counsel at your own expense.

You do **not** need to take any action at this time if you wish to remain in the Direct Purchaser Settlement Class. You should retain all of your records of Wire Harness Products purchases for use in the claims procedure that will be instituted at a later date.

## **WHO IS IN THE DIRECT PURCHASER SETTLEMENT CLASS?**

On July 9, 2014, the Court certified a Direct Purchaser Settlement Class for purposes of disseminating notice of the proposed Lear settlement, defined as follows:

All individuals and entities that purchased Wire Harness Products in the United States directly from one or more Defendants from January 1, 2000 through May 5, 2014.

For purposes of the settlement with Lear and specifically with respect to the Direct Purchaser Settlement Class definition set forth above, the following entities are Defendants:

Denso Corporation;  
Denso International America, Inc.;  
Fujikura Ltd.;  
Fujikura Automotive America LLC;  
Furukawa Electric Co., Ltd.;  
American Furukawa, Inc.;  
Furukawa Wiring Systems America, Inc. f/k/a Furukawa Lear Corporation and Lear Furukawa Corporation;  
G.S. Electech, Inc.;  
G.S. Wiring Systems Inc.;  
G.S.W. Manufacturing, Inc.;  
Lear Corporation;  
Sumitomo Electric Industries, Ltd.;  
Sumitomo Wiring Systems, Ltd.;  
Sumitomo Electric Wiring Systems, Inc.;  
K&S Wiring Systems, Inc.;  
Sumitomo Wiring Systems (U.S.A.);  
Yazaki Corporation;  
Yazaki North America, Inc.;  
Tokai Rika Co., Ltd.; and  
TRAM, Inc.

Direct Purchaser Plaintiffs Mexican Industries in Michigan, Inc. by and through Timothy Miller, its Trustee in Bankruptcy; Paesano Connecting Systems, Inc.; Craft-Co Enterprises, Inc.; Findlay Industries, Inc.; Cesar-Scott, Inc.; Martinez Manufacturing, Inc.; and South Star Corporation have been appointed by the Court to serve as class representatives for the Direct Purchaser Settlement Class. The Court has appointed the law firms of Freed Kanner London & Millen LLC; Kohn, Swift & Graf, P.C.; Preti, Flaherty, Beliveau & Pachios LLP; and Spector Roseman Kodroff & Willis, P.C. to serve as Co-Lead Counsel for the Direct Purchaser Settlement Class (hereinafter, "Class Plaintiffs' Co-Lead Counsel").

## **WHAT IS THIS LITIGATION ABOUT?**

Beginning in 2011, class actions were filed against Defendants by direct purchasers of Wire Harness Products. Those lawsuits have been consolidated before the Court. Direct Purchaser Plaintiffs allege that Defendants entered into a conspiracy to suppress and eliminate competition for Wire Harness Products by agreeing to rig bids for, and to raise, fix, stabilize, or maintain the prices of, Wire Harness Products, in violation of federal antitrust laws. Direct Purchaser Plaintiffs further allege that, as a result of the conspiracy, they and other direct purchasers of Wire Harness Products have been injured by paying more for those products than they would have paid in the absence of the alleged illegal conduct, and they seek recovery of treble damages, together with reimbursement of costs and an award of attorneys' fees.

Lear denies Direct Purchaser Plaintiffs' allegations, and has agreed to settle this matter in order to avoid the expense and burden of further litigation. The Court has not issued any findings or rulings with respect to the merits of Direct Purchaser Plaintiffs' claims or Defendants' defenses. This is a settlement with Lear only. The Direct Purchaser Plaintiffs are continuing to prosecute the case against the remaining, non-settling Defendants.

## **WHAT RELIEF DOES THE PROPOSED SETTLEMENT PROVIDE?**

Direct Purchaser Plaintiffs, on behalf of the Direct Purchaser Settlement Class, have entered into a settlement agreement with Lear dated May 5, 2014 (the "Settlement Agreement") under which Lear agreed to pay the amount of \$4.75 million in cash and securities. Lear has also agreed to provide the Direct Purchaser Plaintiffs with certain information that the Direct Purchaser Plaintiffs may use in their prosecution of their remaining claims. The cooperation provided for under the Settlement Agreement includes: (a) the production by Lear of certain documents and data potentially relevant to Direct Purchaser Plaintiffs' claims; (b) interviews with certain of Lear's officers, directors, and employees; (c) and the assistance of Lear in understanding the information produced to Direct Purchaser Plaintiffs and facilitating the use of such information at trial.

Class Plaintiffs' Co-Lead Counsel agreed to the proposed settlement to ensure a fair and reasonable resolution to this matter, and to provide benefits to the members of the Direct Purchaser Settlement Class while recognizing the existence of complex, contested issues of law and fact (including that Lear is not part of the Department of Justice's investigation and the effect of Lear's emergence from its 2009 Chapter 11 proceedings); the risks inherent in such complex litigation; the likelihood that, in the absence of settlement, future proceedings would take several years and be extremely costly; and the magnitude of the benefits resulting from the settlement in light of the possible range of recovery that could be obtained through further litigation, including the risk of no recovery. Class Plaintiffs' Co-Lead Counsel believe that it is in the best interests of the Direct Purchaser Settlement Class to enter into the proposed settlement and resolve this litigation as to Lear.

This Notice is only a summary of the terms of the proposed settlement. The Settlement Agreement contains other important provisions, including the release of certain claims against Lear, and you are referred to the Agreement, which is on file with the Clerk of Court and is available on-line at [www.autopartsantitrustlitigation.com](http://www.autopartsantitrustlitigation.com), for the complete terms of the settlement. The proposed settlement must receive final approval by the Court in order to become effective.

If you are a member of the Direct Purchaser Settlement Class, and the proposed settlement is approved and becomes effective, you will be bound by its terms, including the release provisions. If you wish to object to approval of the settlement, you may do so, but only in accordance with the procedures set forth below. If you do not object to the settlement, you do not need to take any action at this time to indicate your support for, or lack of objection to, the settlement.

### **HOW DO I REMAIN IN THE SETTLEMENT CLASS AND WHAT HAPPENS IF I DO?**

If you are a member of the Direct Purchaser Settlement Class as defined above, you will automatically remain a Settlement Class Member with respect to the Lear settlement unless you elect to be excluded. If you wish to remain in the Direct Purchaser Settlement Class, you do not need to take any action at this time and your interests will be represented by Direct Purchaser Plaintiffs and by Settlement Class Counsel. You will have no responsibility to individually pay attorneys' fees or expenses. Any such fees and expenses will be paid solely from amounts obtained from the Defendants, whether by settlement or judgment, and must be approved by the Court after notice to you and a hearing. If you choose, you may also have your own attorney enter an appearance on your behalf and at your expense.

If you remain in the Direct Purchaser Settlement Class and the final judgment order dismissing Lear from the litigation becomes final and unappealable, you will be bound by that judgment.

As a member of the Direct Purchaser Settlement Class, you will be eligible to share in the Lear Settlement Fund pursuant to a claims procedure that will begin at a later date. Settlement Class Counsel are not presently asking the Court to distribute the Settlement Fund proceeds to Direct Purchaser Settlement Class Members. If you remain a member of the Direct Purchaser Settlement Class, you will receive additional notice at a later date and you will have an opportunity to object to and be heard in connection with the proposed plan of distribution at that time.

**Do not dispose of any document that reflects your purchases of Wire Harness Products in the United States directly from any Defendant during the period from January 1, 2000 to May 5, 2014. You may need those documents to complete a claim form in the future, which would be subject to inquiry and verification, if the settlement is approved or if damages are otherwise recovered from Lear or another Defendant.**

Settlement Class Counsel are not seeking payment of attorneys' fees or reimbursement of litigation costs incurred by Settlement Class Counsel at this time. In connection with seeking final approval of the Lear settlement, Direct Purchaser Plaintiffs will seek permission from the Court to use up to twenty percent (20%) of the Settlement Fund to pay Direct Purchaser Plaintiffs' litigation expenses, including, but not limited to, costs for economic experts, depositions, costs related to document reproduction and review, and other costs incurred in prosecuting the case.

At a later date, Settlement Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of litigation expenses, as well as payment of incentive awards to the class representatives for their service to the Class. When Settlement Class Counsel seek payment of attorneys' fees, reimbursement of litigation expenses, and incentive awards from the Settlement Fund, you will receive notice and be given an opportunity to object and be heard by the Court at that time.

### **WHAT IF I DO NOT WANT TO REMAIN IN THE SETTLEMENT CLASS?**

If you wish to exclude yourself from the Direct Purchaser Settlement Class, you must send a request for exclusion, in writing, via certified mail, return receipt requested, **postmarked no later than October 17, 2014**, to Class Plaintiffs' Co-Lead Counsel, and to counsel for Lear, at the addresses set forth below, and to the following address:

Wire Harness Products Direct Purchaser Antitrust Litigation  
PO Box 5110  
Portland, OR 97208-5110

Your request for exclusion must include the full name and address of the purchaser (including any predecessor or successor entities and any trade names). You are also requested to identify the Defendant(s) from which you purchased Wire Harness Products during the Class Period, the Wire Harness Products purchased, and the dollar amount of those

purchases. If you validly exclude yourself from the Direct Purchaser Settlement Class you will not be bound by any decision concerning the Lear settlement and you may pursue individually any claims you may have against Lear, but you will not be eligible to share in the Settlement Fund created by the Lear settlement.

**WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT AND HOW CAN I TELL THE COURT WHAT I THINK ABOUT THE SETTLEMENT?**

The Court will hold a hearing on December 3, 2014, at 1:00 p.m., at the Theodore Levin United States Courthouse, 231 West Lafayette Boulevard, Detroit, MI 48226, Courtroom 272, to determine whether the proposed Lear settlement should be approved as fair, reasonable, and adequate. The Court will also consider at the hearing whether to approve Direct Purchaser Plaintiffs' request to utilize a portion of the Settlement Fund to pay Direct Purchaser Plaintiffs' litigation expenses incurred in the prosecution of the case against the non-settling Defendants. The hearing may be continued without further notice.

If you do not exclude yourself from the Direct Purchaser Settlement Class and you wish to object to the Settlement Agreement or Direct Purchaser Plaintiffs' request to utilize a portion of the Settlement Fund to pay Direct Purchaser Plaintiffs' litigation expenses, you must do so in writing. Your objection must include the caption of this litigation, must be signed, and be **filed no later than October 17, 2014**, with the Clerk of Court, United States District Court for the Eastern District of Michigan, Southern Division, Theodore Levin United States Courthouse, 231 West Lafayette Boulevard, Detroit, MI 48226, and mailed to the following counsel:

Steven A. Kanner  
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& MILLEN LLC  
2201 Waukegan Road, Suite 130  
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*Counsel for Lear Corporation*

If you do not object to the proposed Lear settlement or Direct Purchaser Plaintiffs' request to utilize a portion of the Settlement Fund to pay Direct Purchaser Plaintiffs' litigation expenses, you do not need to appear at the hearing or take any other action at this time.

**WHAT SHOULD I DO IF I WANT ADDITIONAL INFORMATION OR IF MY ADDRESS CHANGES?**

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your correct address to Wire Harness Products Direct Purchaser Antitrust Litigation, PO Box 5110, Portland, OR 97208-5110.

The Settlement Agreement, Complaint, and other public documents filed in this litigation are available for review during normal business hours at the offices of the Clerk of Court, United States District Court for the Eastern District of Michigan, Southern Division, Theodore Levin United States Courthouse, 231 West Lafayette Boulevard, Detroit, MI 48226. Copies of the Settlement Agreement and certain other documents relevant to this litigation are available at [www.autopartsantitrustlitigation.com](http://www.autopartsantitrustlitigation.com). Questions concerning the proposed Lear settlement, this Notice, or the litigation, may be directed to any of the Settlement Class Counsel identified above.

**Please do not contact the Clerk of the Court or the Judge.**

Dated: August 18, 2014

BY ORDER OF:

The United States District Court for the Eastern  
District of Michigan, Southern Division