

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

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**In Re: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION**

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**In Re: WIRE HARNESS CASES**

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**THIS RELATES TO:  
ALL DIRECT PURCHASER CASES**

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**12-MD-02311**

**Honorable Marianne O. Battani**

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

**SETTLEMENT AGREEMENT BETWEEN THE DIRECT PURCHASER  
PLAINTIFF CLASS AND DEFENDANT LEAR CORPORATION**

This Settlement Agreement is made and entered into as of the 5th day of May, 2014, by and between defendant Lear Corporation (“Lear”) and the Direct Purchaser Plaintiffs (defined herein) in the above-captioned action, a multidistrict consolidated class action, and each action brought individually and on behalf of a class of direct purchasers of Wire Harness Products (defined herein) consolidated therein, including, without limitation, the actions set forth on **Exhibit A** hereto.

WHEREAS, the plaintiffs have alleged that Lear participated in a conspiracy with other manufacturers of Wire Harness Products to rig bids for, and to raise, fix, maintain, or stabilize the prices of, Wire Harness Products sold in the United States from at least as early as January 1, 2000, until at least February 28, 2010, in violation of the antitrust laws of the United States;

WHEREAS, Lear denies the allegations in plaintiffs’ complaints, has asserted affirmative defenses against the claims alleged in the Actions (defined herein), and denies any liability whatsoever;

WHEREAS, Lear represents that it never received a subpoena in connection with the Department of Justice’s recent investigation into automotive wire harness collusion, never was

identified as the subject or target of any such investigation, never pled guilty to any crime, and never was named or implicated by the guilty pleas entered by other defendants;

WHEREAS, in November 2011, Lear moved the Bankruptcy Court (defined herein) for entry of an order enforcing the discharge and injunction entered in connection with the Bankruptcy Court's confirmation of Lear's reorganization Plan (defined herein), which would have the effect of barring the Actions in whole or substantial part;

WHEREAS, that motion has been briefed, argued, and is pending before the Bankruptcy Court;

WHEREAS, Direct Purchaser Plaintiffs, on behalf of themselves and the Settlement Class Members (defined herein), and Lear agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of the truth of any of plaintiffs' claims or allegations in the Actions;

WHEREAS, arm's-length settlement negotiations have taken place between Class Plaintiffs' Co-Lead Counsel (defined herein) and Lear, and this Settlement Agreement, including its exhibits, embodies all of the terms and conditions of the good-faith settlement between Lear 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 parties recognize that because of joint and several liability, the Settlement Agreement with Lear does not impair Direct Purchaser Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class claim entitlement in these Actions;

WHEREAS, Class Plaintiffs' Co-Lead Counsel (defined herein) have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the complaints filed in the Actions, 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 in order 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, Lear has agreed to enter into this Settlement Agreement in order 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 Lear based on the allegations in plaintiffs' complaints;

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 Lear and all other Released Parties (defined herein) and, except as hereafter provided, without costs against the Settlement Class or Lear, 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. "Actions" means the direct purchaser antitrust class actions consolidated under the caption *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Master Case No. 12-cv-00101 (MOB), currently pending in the United States District Court for the Eastern District of Michigan, Southern Division.

b. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York.

c. "Bankruptcy Reserve" means the assets held in reserve pursuant to Article VI.B.3 of the Plan on account of disputed claims against the Debtors that became or become "Allowed Claims" (as defined in the Plan) subsequent to the Plan Effective Date.

d. “*Bankruptcy Reserve Settlement Proceeds*” means New Common Stock and Other General Unsecured Claims Warrants with a market value, in the aggregate, of four million, five hundred forty-nine thousand US Dollars (\$4,549,000 USD), measured using the closing trading price of New Common Stock on the Execution Date to be paid as set forth in paragraph 7 herein and as may be adjusted as set forth in paragraph 8 herein.

e. “*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.

f. “*Court*” means the United States District Court for the Eastern District of Michigan where the Actions are pending.

g. “*Debtors*” shall mean, collectively, Lear Corporation; Lear #50 Holdings, LLC; Lear Argentine Holdings Corporation #2; Lear Automotive Dearborn, Inc.; Lear Automotive Manufacturing, LLC; Lear Canada; Lear Canada Investments Ltd.; Lear Corporation (Germany) Ltd.; Lear Corporation Canada Ltd.; Lear Corporation EEDS and Interiors; Lear Corporation Global Development, Inc.; Lear EEDS Holdings, LLC; Lear European Operations Corporation; Lear Holdings, LLC; Lear Investments Company, LLC; Lear Mexican Holdings Corporation; Lear Mexican Holdings, LLC; Lear Mexican Seating Corporation; Lear Operations Corporation; Lear Seating Holdings Corp. #50; Lear South Africa Limited; Lear South American Holdings Corporation; Lear Trim L.P.; and Renosol Seating, LLC.

h. “*Defendant*” means, for purposes of this Settlement Agreement only, any one or more of the following: 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.

i. “*Direct Purchaser Plaintiffs*” means 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.

j. “*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.

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

l. “*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 Lear pursuant to this Settlement Agreement.

m. “*Escrow Agent*” means the escrow agent responsible for administering the Escrow Account.

n. “*Execution Date*” means the date first appearing above.

o. “*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 6 hereof, of the final judgment of dismissal in the form of **Exhibit B** 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 (i) hereof and entry of final judgment as described in (ii) hereof has expired with no appeal having been taken or permission to appeal having been sought; 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.

p. "*Final Bankruptcy Order*" shall mean a Final Order authorizing and approving Lear's distribution of assets as contemplated in this Settlement Agreement in an amount equivalent to the Bankruptcy Reserve Settlement Proceeds from the Bankruptcy Reserve to the Escrow Account for the purpose of settling the Actions pursuant to the terms of this Settlement Agreement.

q. "*Final 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.

r. "*Liquidation Date*" shall mean the date on which the Direct Purchaser Plaintiffs liquidate or cause liquidation of the Bankruptcy Reserve Settlement Proceeds.

s. "*Motion*" as used in paragraph 4 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 Actions against Lear until the Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters the final judgment.

t. “*Notice Costs*” means the fees and costs necessary to provide notice of the settlement to Settlement Class members.

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

v. “*Plan*” means, collectively, (a) the Debtors’ joint plan of reorganization under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1531, either in its present form, or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the terms thereof, and (b) the supplements to the Plan filed with the Bankruptcy Court in conjunction with the Plan, and which were incorporated therein by reference.

w. “*Plan Effective Date*” means November 9, 2009.

x. “*Released Claims*” shall have the meaning set forth in paragraphs 18 and 19 hereof.

y. “*Released Parties*” shall refer jointly and severally, individually and collectively to Lear Corporation; the Debtors; the present and former direct and indirect parents, subsidiaries, divisions, affiliates, or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934 and including, without limitation, Kyungshin-Lear Sales & Engineering, LLC (“Kyungshin-Lear”)), of any of the foregoing; the present and former officers, directors, employees, agents, attorneys, servants, representatives, non-Defendant stockholders other than Lear, members, managers, and partners of any of the above entities (with respect to any conduct of any of the above entities, except that Furukawa Electric Co., Ltd., American Furukawa, Inc., Furukawa Wiring Systems America, Inc., Lear Furukawa Corporation, Furukawa Lear Corporation, and Furukawa Automotive Systems Inc. are not

Released Parties); and the predecessors, heirs, executors, administrators, successors, and assigns of any of the above persons or entities.

z. “*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 past and present officers, directors, members, managers, agents, employees, legal representatives, trustees, parents, affiliates, heirs, executors, administrators, purchasers, predecessors, successors, and assigns (and the parents’, subsidiaries’, and affiliates’ past and present officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, heirs, executors, administrators, and purchasers) and officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, heirs, executors, administrators, purchasers, predecessors, successors, and assigns of each of the foregoing.

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

bb. “*Settlement Amount*” means a total, as of the Execution Date, of four million, seven hundred fifty thousand US Dollars (\$4,750,000 USD) comprised of (1) a cash payment of two hundred one thousand US Dollars (\$201,000 USD) and (2) the Bankruptcy Reserve Settlement Proceeds to be paid as set forth in paragraph 7 herein.

cc. “*Settlement Class*” means all individuals and entities that purchased Wire Harness Products in the United States directly from one or more Defendants from January 1, 2000 through the Execution Date.

dd. “*Settlement Class Member*” or “*Settlement Class Members*” means, individually or collectively, members of the Settlement Class who do not timely and validly request exclusion from the Settlement Class in accordance with paragraph 9 hereof.

ee. “*Settlement Fund*” means the dollar amount of the Settlement Amount plus any interest earned thereon after payment thereof by Lear into the Escrow Account.



ff. “*Settlement Hearing*” means the final approval hearing scheduled by the Court to consider the fairness, adequacy, and reasonableness of the proposed settlement.

gg. “*Wire Harness Products*” for purposes of this Settlement Agreement only, has the same definition as set forth in the Direct Purchaser Plaintiffs’ Second Consolidated Amended Class Action Complaint, Dkt. 103, filed June 20, 2013, specifically “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, and power distributors used in motor vehicles” as well as speed sensor wire assemblies; provided, however, that for purposes of paragraphs 5 and 22 hereof, the term shall be limited to Wire Harness Products as and to the extent used by Lear in manufacturing its automotive wire harnesses.

2. Reasonable Best Efforts to Effectuate this Settlement. Class Plaintiffs’ Co-Lead Counsel agree to recommend approval of this settlement by the Court and by Settlement Class Members without qualification or condition not set forth herein. Class Plaintiffs’ Co-Lead Counsel, Settlement Class Members, and counsel for Lear 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 Actions 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. Approval by the Bankruptcy Court. The effectiveness of this Settlement Agreement and Lear's obligation to pay the Settlement Amount shall be subject to and contingent upon the entry of a Final Bankruptcy Order authorizing Lear to distribute the Bankruptcy Reserve Settlement Proceeds to the Escrow Account. If no such Final Bankruptcy Order is entered as provided in this paragraph, the Settlement Agreement shall be immediately and automatically terminated (excepting paragraphs 13, 23, 28, and 29 hereof), with no further action required by the parties, and all proceedings had in connection therewith shall be null and void, without prejudice to the *status quo ante* rights of Direct Purchaser Plaintiffs, Settlement Class Members, or Lear, including without limitation for purposes of the Debtors' *Motion for Entry of an Order (A) Enforcing Chapter 11 Plan Discharge and Injunction and (B) Directing Dismissal of Pending Litigation* [Docket No. 1660 - Case No. 09-14326 (ALG)] pending before the Bankruptcy Court and all pleadings and proceedings related thereto. In that event, all negotiations and proceedings connected with this Settlement Agreement shall be without prejudice to the rights of any party hereto, 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 Actions or in any related actions or proceedings, including without limitation, for the avoidance of doubt, in connection with any assertion by the Direct Purchaser Plaintiffs, on behalf of themselves or the Settlement Class, of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors in their voluntary cases pending before the Bankruptcy Court pursuant to chapter 11 of title 11 of the United States Code, unless the undersigned parties agree in writing to proceed with the settlement as and if modified by the Court. Similarly, if a Final Bankruptcy Order is not entered in connection with Lear's settlements or settlement agreements (or any part thereof) with the putative class plaintiffs in the matters captioned *In re Automotive Parts Antitrust Litigation / In re Wire Harness Cases*, Case No. 12-CV-102 ("Dealership Plaintiffs") and *In re Automotive Parts Antitrust Litigation / In re Wire Harness Cases*, Case No. 12-CV-103 ("End-Payor Plaintiffs"), this Settlement Agreement shall be immediately and automatically terminated (excepting paragraphs 13, 23, 28, and 29 hereof), with no further action required by the parties,

and all proceedings had in connection therewith shall be null and void, without prejudice to the *status quo ante* rights of Direct Purchaser Plaintiffs, Settlement Class Members, or Lear, including without limitation for purposes of the Debtors' *Motion for Entry of an Order (A) Enforcing Chapter 11 Plan Discharge and Injunction and (B) Directing Dismissal of Pending Litigation* [Docket No. 1660 - Case No. 09-14326 (ALG)] pending before the Bankruptcy Court and all pleadings and proceedings related thereto. In that event, all negotiations and proceedings connected with this Settlement Agreement shall be without prejudice to the rights of any party hereto, 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 Actions or in any related actions or proceedings, including without limitation, for the avoidance of doubt, in connection with any assertion by the Direct Purchaser Plaintiffs, on behalf of themselves or the Settlement Class, of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors in their voluntary cases pending before the Bankruptcy Court pursuant to chapter 11 of title 11 of the United States Code, unless the undersigned parties agree in writing to proceed with the settlement as and if modified by the Court. If this Settlement Agreement is rescinded, cancelled, or terminated in accordance with this paragraph 3, the Escrow Agent shall, within ten (10) business days of termination of the Settlement Agreement, refund (1) the \$201,000 Cash Payment (including any and all income earned thereon) to Lear and (2) the Bankruptcy Reserve Settlement Proceeds (including any and all income earned thereon), less any expenditures authorized pursuant to paragraph 13 of this Settlement Agreement that were incurred prior to termination, to Lear for redeposit in the Bankruptcy Reserve.

4. Motion for Preliminary Approval. Within twenty (20) days of the Final Bankruptcy Order as set forth in paragraph 3 hereto, Direct Purchaser Plaintiffs shall submit to the Court, in a form mutually agreed upon by counsel for Lear and Class Plaintiffs' Co-Lead Counsel, 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 Actions against Lear until the Court renders a final decision regarding the approval of the settlement and, if it approves the

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

5. Notice to Settlement Class. In the event that the Court preliminarily approves the settlement, Class Plaintiffs' Co-Lead Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the Court's Order, provide each Settlement Class Member who can be identified by reasonable means with notice by first class mail of the settlement, the proposed plan of distribution of the settlement proceeds among the Settlement Class Members (if any), and the date of the Settlement Hearing. Notice shall also be given by publication once in the national edition of *The Wall Street Journal*, in *Automotive News*, and in such other publications as the Court may direct. The Notice also shall be posted on the Internet on a website dedicated to this litigation, as soon after preliminary approval by the Court of the settlement as reasonably practical. 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. Lear 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 13, any amounts expended for Notice Costs are not recoverable if this settlement does not become final or is terminated.
- b. Lear 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 Wire Harness Products 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 Lear 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.
- d. If and to the extent a claims administrator is selected to administer any distribution from the Settlement Fund, that claims administrator shall determine through an audit process of claims filed that claimants qualify as Settlement Class Members.

6. Motion for Entry of Final Judgment. Direct Purchaser Plaintiffs shall submit, in a form mutually agreed upon by counsel for Lear and Class Plaintiffs' Co-Lead Counsel, a motion for final approval of the settlement by the Court, 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 B**:

- a. certifying the Settlement Class described in paragraph 1(cc), 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 Actions be dismissed with prejudice as to Lear 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; and

- 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 Actions as to Lear shall be final and appealable.

7. Settlement Consideration and Payment. As soon as reasonably practicable but in no event later than five (5) business days after the Execution Date, and in full, complete, and final settlement of the Actions as provided herein, Lear shall cause the Settlement Amount to be deposited into the Escrow Account as follows:

- a. **Cash Payment.** Lear shall deposit two hundred one thousand US dollars (\$201,000) into the Escrow Account (the “Cash Payment”). In the event that the foregoing date falls on a Saturday, Sunday, or U.S. bank holiday, the payment will be made on the next business day. The payment shall be made by wire transfer in immediately available funds.
- b. **Proceeds of Bankruptcy Claim.** Except as provided to the contrary in paragraph 3, the Settlement Class shall have, without the need to file a proof of claim against Lear in the Bankruptcy Court or seek to have any claim allowed on a class basis, a prepetition claim (which will be deemed an Allowed Other General Unsecured Claim (as defined in the Plan) in that class of claims designated in the Plan as Class 5A), in an amount such that, upon distribution on account of such claim in accordance with this Settlement Agreement, the Settlement Class shall receive the Bankruptcy Reserve Settlement Proceeds; *provided* that, for the avoidance of doubt and without limiting the generality of paragraph 3 above, if a Final Bankruptcy Order is not entered, the Settlement Class shall have no such claim, nor right to assert such claim absent entry of a Final Order authorizing it to do so. On account of such claim, Lear shall cause a distribution of the Bankruptcy Reserve Settlement Proceeds to be deposited into the Escrow Account. For the avoidance of doubt, neither the Direct Purchaser Plaintiffs nor the Settlement Class Members, nor anyone acting on their behalf, shall receive, in connection

with this distribution or otherwise, any additional escrow CUSIP with respect to or right to any future distributions out of the Bankruptcy Reserve.

8. Net Settlement Amount. The Direct Purchaser Plaintiffs shall cause the liquidation of the New Common Stock and Other General Unsecured Claims Warrants deposited by Lear into the Escrow Account (“Stock and Warrants”), which shall be at least equal to the Bankruptcy Reserve Settlement Proceeds, to occur as promptly as practicable upon distribution into the Escrow Account. If, following such liquidation, the value of the liquidated Stocks and Warrants plus the Cash Payment is less than the Settlement Amount plus any reasonable out-of-pocket costs and capital gains tax in liquidating the Stocks and Warrants, then Lear shall cause additional New Common Stock and Other General Unsecured Claims Warrants from the Bankruptcy Reserve or an additional Cash Payment, at Lear’s sole discretion, to be distributed to the Escrow Account (and Direct Purchaser Plaintiffs immediately will liquidate, if necessary, such proceeds upon receipt) until the aggregate value of the liquidated Stocks and Warrants plus Cash Payment equals the Settlement Amount plus the reasonable out-of-pocket costs and capital gains tax in liquidating the Stocks and Warrants. If, on the other hand, the value of the liquidated Stocks and Warrants plus the Cash Payment is greater than the Settlement Amount plus any reasonable out of pocket costs and capital gains tax in liquidating the Stocks and Warrants then the Direct Purchaser Plaintiffs shall cause the Escrow Agent to pay to Lear, in cash, the amount of such excess as soon as practicable following the Liquidation Date. The parties agree that the agreement establishing and governing administration of the Escrow Account shall provide that, for the avoidance of doubt, subsequent to transfer to the Direct Purchaser Plaintiffs from the Escrow Account of the Settlement Fund, the Direct Purchaser Plaintiffs shall transfer to Lear any amounts remaining in the Escrow Account.

9. Exclusions. Any person or entity seeking exclusion from the Settlement Class must file a timely written request for exclusion as described in **Exhibit C** hereto. 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 **Exhibit C** hereto, including but not limited to not containing all of the requested information, not bearing the proper signature, being sent to an address other than the one designated, or not being sent within the time specified, will be invalid, and the person(s) or entity serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by this Settlement Agreement upon Final Approval. The request must be mailed to Class Plaintiffs' Co-Lead Counsel and counsel for Lear at the addresses provided in the class notice (**Exhibit C**), and postmarked no later than sixty (60) days after the date on which written notice of this settlement is first given to the Settlement Class or any other date set by the Court. Class Plaintiffs' Co-Lead Counsel and counsel for Lear shall promptly forward to each other complete copies of all requests for exclusion as they are received. To the extent a claims administrator is retained to administer any distribution of the Settlement Fund, Class Plaintiffs' Co-Lead Counsel are responsible for promptly providing such claims administrator with copies of any requests for exclusion received pursuant to this paragraph. Further, 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 Lear a list of those Settlement Class members who have timely excluded themselves from the Settlement Class. With respect to any potential Settlement Class member who validly requests exclusion from the Settlement Class, Lear 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 Wire Harness Products and/or has standing to bring any claim against Lear. Within twenty (20) days following the deadline for the submission of requests for exclusion from the Settlement Class in accordance with the terms of this paragraph, or as soon thereafter as practicable, the parties shall calculate the aggregate dollar volume of Wire Harness Products purchased from all Defendants during the period from January 1, 2000 through the Execution Date by the person(s) or entity(ies) requesting exclusion divided by the total dollar volume of Wire Harness Products purchased from all Defendants during the period from January 1, 2000 through the Execution Date by the Settlement Class (the "Total Opt-Out Percentage"). In the event that the Total Opt-Out



Percentage exceeds the percentage set forth in a separate confidential side letter agreement, Lear shall, at its sole discretion, have the option to rescind, cancel, and terminate this Settlement Agreement (excepting paragraphs 13, 23, 28, and 29 hereof). If Lear elects to rescind, cancel, and/or terminate this Settlement Agreement in accordance with this paragraph 9, the Escrow Agent shall, within ten (10) business days of termination of the Settlement Agreement, refund the Settlement Fund (including any and all income earned thereon) to Lear, 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 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 or terminated by Lear pursuant to this paragraph. 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, or Lear, including without limitation for purposes of the Debtors' *Motion for Entry of an Order (A) Enforcing Chapter 11 Plan Discharge and Injunction and (B) Directing Dismissal of Pending Litigation* [Docket No. 1660 - Case No. 09-14326 (ALG)] pending before the Bankruptcy Court and all pleadings and proceedings related thereto, 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 Actions or in any related actions or proceedings, including without limitation, for the avoidance of doubt, in connection with any assertion by the Direct Purchaser Plaintiffs, on behalf of themselves or the Settlement Class, of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors in their voluntary cases pending before the Bankruptcy Court pursuant to chapter 11 of title 11 of the United States Code, unless the undersigned parties agree in writing to proceed with the settlement as and if modified by the Court.

10. 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 current expenses associated with providing notice to the Settlement Class pursuant to paragraph 5 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. Lear shall have no responsibility for, or liability in connection with, the Settlement Fund, including, without limitation, the investment, administration, maintenance, or distribution thereof.

11. Custody of the Court. 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 and/or further order(s) of the Court.

12. 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 Lear, 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 Escrow Agent shall take all actions as may be necessary or appropriate to this end. At the direction of Class Plaintiffs’ Co-Lead Counsel and with notification to Lear’s counsel, the Escrow Agent shall pay taxes or estimated taxes 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 Lear as a result of any income earned on the funds in the Escrow Account, Lear 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. Lear will use reasonable efforts to resist any such assessment or payment. Except as set forth in this paragraph, Lear shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto.

13. Payments of Costs From the Settlement Fund. Reasonable disbursements for expenses associated with providing Notice of the settlement to the Settlement Class pursuant to paragraph 5 hereof, expenses for maintaining the Escrow Account, and expenses incurred in connection with taxation matters pursuant to paragraphs 12 and 21 hereof, may be paid without approval from the Court and shall not be refundable to Lear 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. Lear shall have no responsibility for, or liability in connection with, the Settlement Fund, including without limitation the investment, administration, maintenance, or distribution thereof.

14. 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 18 and 19 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.

15. All Expenses Paid from Settlement Fund. Lear 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 5 hereof); or (c) incurred in administering the settlement or distributing the Settlement Funds.

16. Attorneys' Fees. Lear 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.

17. 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 provided in advance for consultation with counsel for Lear, and thereafter shall be submitted to and approved by the Court.

18. 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 Actions prior to the Effective 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 Wire Harness Products or relating, in any way, to any conduct alleged in the Actions including, without limitation, any such claims which have been asserted or could have been asserted in the Actions, or any one of them, against Lear 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 Antitrust Act, 15 U.S.C. § 1 *et seq.* However, the Released Claims do not include: (1) claims based on indirect purchases of Wire Harness Products; (2) claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, or breach of product warranty, or breach of contract claims relating to Wire Harness Products; (3) claims brought outside the United States relating to purchases of Wire Harness Products outside the United States; (4) claims brought under laws other than those of the United States relating to purchases of Wire Harness Products outside the United States; or (5) claims concerning any

automotive part other than Wire Harness Products. The Releasing Parties covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Released Parties in connection with any of the Released Claims. Direct Purchaser Plaintiffs and their counsel acknowledge that Lear considers it to be a material term of this Settlement Agreement that all Settlement Class Members will be bound by the provisions of this paragraph 18; *provided, however*, that should there be a breach of this covenant not to sue by any Settlement Class Member other than Direct Purchaser Plaintiffs, or any one of them, Direct Purchaser Plaintiffs and Class Plaintiffs' Co-Lead Counsel will cooperate with Lear's efforts to seek the dismissal of any such claim or action. Claimants on the Settlement Fund shall execute a release of the Released Parties as a condition precedent to receipt of any part of the Settlement Fund, but the failure of any claimant to execute such a release shall not in any way affect the validity of the release provided in this paragraph 18, and they shall nonetheless be bound by the terms of such release. Class Plaintiffs' Co-Lead Counsel shall provide counsel for Lear with copies of the releases referred to in this paragraph.

19. Waiver of Rights. In addition to the provisions of paragraph 18, 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 18 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 18 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 18 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 18 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.

20. 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 6 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, Lear 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 13, 23, 28, and 29 hereof). Similarly, if the Court refuses to preliminarily approve Lear's settlements or settlement agreements (or any part thereof) with the Dealership Plaintiffs and the End-Payor Plaintiffs, Lear shall, at its sole discretion, have the option to rescind, cancel, and terminate this Settlement Agreement (excepting paragraphs 13, 23, 28, and 29 hereof). If either Lear or Class Plaintiffs' Co-Lead Counsel elect to rescind, cancel, and/or terminate this Settlement Agreement in accordance with this paragraph 20, the Escrow Agent shall, within ten (10) business days of termination of the Settlement Agreement, refund (a) the \$201,000 cash payment (including any and all income earned thereon) to Lear and (b) the Bankruptcy Reserve Settlement Proceeds, less any expenditures authorized pursuant to paragraph 13 of this Settlement Agreement that were incurred prior to termination, to Lear for redeposit in the Bankruptcy Reserve. 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 or terminated by either Lear or Class Plaintiffs' Co-Lead Counsel pursuant to this paragraph, including but not limited to the *status quo ante* rights of Direct Purchaser Plaintiffs, Settlement Class Members, or Lear, including without limitation for purposes of the Debtors' *Motion for Entry of an Order (A) Enforcing Chapter 11 Plan Discharge and Injunction and (B) Directing Dismissal of Pending Litigation* [Docket No. 1660 - Case No. 09-14326 (ALG)] pending before the Bankruptcy Court and all pleadings and proceedings related thereto. Specifically, all negotiations and proceedings connected with this Settlement Agreement shall be without prejudice to the rights of any party hereto, 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 Actions or in any related actions or proceedings, including without limitation, for the avoidance of doubt, in connection with any assertion by the Direct Purchaser Plaintiffs, on behalf of themselves or the Settlement Class, of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors in their voluntary cases pending before the Bankruptcy Court pursuant to chapter 11 of title 11 of the United States Code, unless the undersigned parties agree in writing to proceed with the settlement as and if modified by the Court.

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 Actions shall not be deemed a modification of this Settlement Agreement or of a final judgment in these Actions. 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.

21. 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 upon written notice to the Escrow Agent without prior approval by the Court. Except as set forth in paragraph 12 hereof, Lear 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.

22. Cooperation. In addition to its payment of the Settlement Amount set forth in paragraph 7 hereof and its provision of names and addresses of putative Settlement Class Members to whom it has sold Wire Harness Products to the extent reasonably available in its records pursuant to paragraph 5.b. hereof, Lear's obligations, as set forth below, shall be limited to: (a) the production of transactional sales data, which shall be compiled and produced in the form in which it is kept in the ordinary course of Lear's business, reflecting Lear's sales of Wire Harness Products sold directly in the United States, to the extent such data exists and to the extent it is reasonably accessible and is reasonably available in Lear's records for the period January 1, 1998 to December 31, 2013; (b) the production of transactional cost data, which shall be compiled and produced in the form in which it is kept in the ordinary course of Lear's business, for the production and sale of Wire Harness Products in the United States to the extent such data exists and to the extent it is reasonably accessible and is reasonably available in Lear's records for the period January 1, 1998 to December 31, 2013; (c) reasonable assistance by Lear to Direct Purchaser Plaintiffs in understanding the transactional sales and cost data produced, including, if appropriate, a reasonable number of communications with plaintiffs' experts and between technical personnel; (d) the production of Documents within the files of the Lear individuals identified in Lear's Rule 26(a)(1) Initial Disclosures, served August 1, 2012 sent to or received from any employees of Furukawa Lear Corporation, later known as Lear Furukawa Corporation, which was a separately incorporated joint venture owned by Lear ESD Joint Venture Holdings LLC f/k/a Lear Corporation EEDS and Interiors and Furukawa Automotive



Systems Inc. and Furukawa Electric Co., Ltd., during the period January 1, 2000 to February 28, 2010, to the extent such Documents exist, are relevant to the claims and/or defenses in the Actions, and are within Lear's possession, custody, and control and to the extent such Documents are reasonably available in Lear's records; (e) the production of Documents within the files of the Lear individuals identified in Lear's Rule 26(a)(1) Initial Disclosures, served August 1, 2012 sent to or received from any employees of Kyungshin-Lear during the period January 1, 2000 to February 28, 2010, to the extent such Documents exist, are relevant to the claims and/or defenses in the Actions, are within Lear's possession, custody, and control, and to the extent such documents are reasonably available in Lear's records; (f) the authentication of any Documents referenced in subparts (a) through (e) of this paragraph that Direct Purchaser Plaintiffs notify Lear they intend to use on summary judgment or trial, to the extent that they properly are subject to authentication by Lear; and (g) one presentment of one or two witnesses, to be identified by Lear, upon a single date to be coordinated at Lear's discretion with counsel for class plaintiffs representing other putative classes in this litigation, who can generally describe (i) the United States marketplace for Wire Harness Products, (ii) Lear's sales of such products, (iii) Lear's participation in the separately incorporated Kyungshin-Lear joint venture, and (iv) Lear's participation in the separately incorporated joint venture owned by Lear ESD Joint Venture Holdings LLC f/k/a Lear Corporation EEDS and Interiors and Furukawa Automotive Systems Inc. and Furukawa Electric Co., Ltd. Lear's obligations pursuant to subparts (b) through (g) of this paragraph 22 shall be triggered by Final Approval. In making any production contemplated by this paragraph 22, Lear is entitled to withhold from production any Documents protected from disclosure by the attorney-client privilege, work product doctrine, joint defense privilege, applicable privacy laws, or any other applicable privilege, doctrine, or law. In doing so, Lear is not required to create a privilege log or otherwise provide Direct Purchaser Plaintiffs with identifying information regarding the Documents withheld. All Documents and other information provided pursuant to this Settlement Agreement will be deemed "Highly Confidential – Outside Attorneys Only," as said designation is described in the

Protective Order in this Action (Dkt. 200), and subject to the Protective Order entered in the Action as if they had been produced in response to discovery requests and so designated. For the avoidance of doubt, Direct Purchaser Plaintiffs expressly agree that they will not seek any discovery from Lear or the Released Parties in the Actions after the Execution Date including but not limited to written discovery, document discovery, or deposition discovery. Lear's obligations pursuant to this paragraph 22 shall not be affected by the Release set forth in paragraphs 18 and 19 of the Settlement Agreement. These obligations shall cease as of the date that final judgment has been rendered in the Actions against all Defendants.

23. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among Lear 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.

24. 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 and/or authorized by law, sales of Wire Harness Products by the Released Parties in or into the United States shall remain in the Actions against the non-settling Defendants and/or 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 Actions against the non-settling Defendants and/or any future defendants or persons or entities other than the Released Parties.

25. 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.

26. Authorization to Enter Settlement Agreement. The undersigned representative of Lear covenants and represents that such representative is fully authorized to enter into and to execute this Settlement Agreement on behalf of Lear. 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.

27. 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 Lear, 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 Lear, 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.

28. 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 Actions or any other pleading or filing, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Actions or in any other action or proceeding, including without limitation, for the avoidance of doubt, in connection with any assertion by the Direct

Purchaser Plaintiffs on behalf of themselves or the Settlement Class, of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors in their voluntary cases pending before the Bankruptcy Court pursuant to chapter 11 of title 11 of the United States Code.

29. 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.

30. Intended Beneficiaries. No provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that 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.

31. No Conflict Intended. Any inconsistency between this Settlement Agreement and the exhibits 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Integrated Agreement. This Settlement Agreement and the confidential side letter agreement referenced in paragraph 9, hereof, contain an entire, complete, and integrated statement of each and every term and provision agreed to by the parties hereto, and is 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 Lear in connection herewith. The Settlement Class Members and Class Plaintiffs' Co-Lead Counsel, or any of them, 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 this settlement, but the subsequent discovery or existence of such different or additional facts shall have no bearing on the validity of this Settlement Agreement once executed and shall not serve as a basis for any Party to challenge or otherwise seek to rescind, terminate, or cancel the settlement.

37. Class Action Fairness Act. Lear 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 5, 2014

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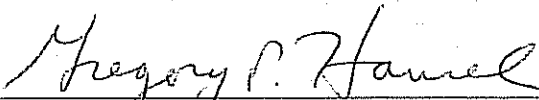
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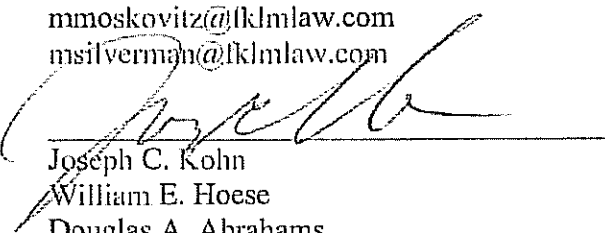
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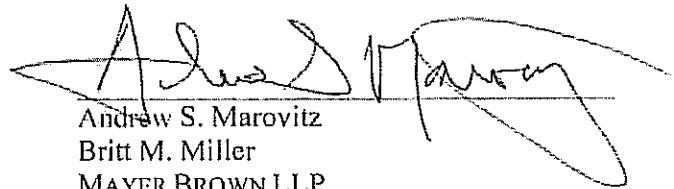
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