

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

**In Re: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION**

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12-md-02311  
Honorable Marianne O. Battani

IN Re: Certain Switches  
IN Re: HID Ballasts  
IN Re: Steering Angle Sensors

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Case 2:13-cv-01305-MOB-MKM  
Case 2:13-cv-01705-MOB-MKM  
Case 2:13-cv-01605-MOB-MKM

**THIS RELATES TO:**  
State Attorneys General

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**STATE OF CALIFORNIA,  
ex rel. Kamala D. Harris,  
Attorney General of the State of California**

Case No. 2:16-cv-14117

**Plaintiffs,**  
v.

**Notice of Voluntary Dismissal**

**Panasonic Corporation and  
Panasonic Corporation of North America**  
**Defendants.**

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Under Federal Rule of Civil Procedure 41(a), the State of California and its state agencies dismiss Panasonic Corporation and Panasonic Corporation of North America from this action.

Defendants have not filed an answer or motion for summary judgment with respect to the State of California's Complaint. The action has settled against Defendants under the terms of the attached settlement agreement. Dismissal of this action against Defendants is with prejudice and the parties shall bear their own attorneys' fees and costs.

Dated: November 21, 2016

KAMALA D. HARRIS  
Attorney General of California

/s/ Michael Jorgenson  
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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this 17 day of July, 2015 (the “Effective Date”) by and among Panasonic Corporation and Panasonic Corporation of North America (collectively, “Panasonic”) and the Attorney General of the State of California (“California AG”), on behalf of the State of California, including its state agencies, (“California”) and the Attorney General of the State of Florida (“Florida AG”), on behalf of the State of Florida, including its state agencies, counties, municipalities, and any other entity that is an arm of the State of Florida, (“Florida”). The California AG and the Florida AG are hereafter referred to as the “State AGs” and California and Florida are hereinafter referred to as the “Settling States”.

WHEREAS, the State AGs are investigating possible violations of the federal antitrust laws, including Section 1 of the Sherman Act, as well as violations of their respective state antitrust laws, including the Cartwright Act, California Business and Professions Code Sections 16720 *et seq.*, the Unfair Business Practice Act, California Business and Professions Code Sections 17200 *et seq.*, the Florida Antitrust Act, and the Florida Deceptive and Unfair Trade Practices Act, related to the possible suppression and elimination of competition by the fixing of prices for the following parts: certain switches, steering angle sensors, and HID ballasts (collectively switches, steering angle sensors and HID ballasts shall hereafter be called “Auto Parts”);

WHEREAS, switches include one or more of the following: (i) the steering wheel switch, which is installed in the steering wheel of a vehicle and is operated by the driver of the vehicle to control functions within the vehicle; (ii) the turn switch, which is a lever switch installed behind the steering wheel of a vehicle and is operated by the driver of the vehicle to signal a left or right

turn and control hi/lo beam selection; (iii) the wiper switch, which is a lever switch installed behind the steering wheel of a vehicle and is operated by the driver of the vehicle to activate the vehicle's windshield wipers; (iv) the combination switch, which is a combination of the turn and wiper switches as one unit, sold together as a pair; and (v) the door courtesy switch, which is a switch installed in the door frame of a vehicle that activates the courtesy lamp inside the vehicle when the vehicle door opens;

WHEREAS, a steering angle sensor is installed on the steering column of a vehicle and may be connected to, and part of, a combination switch. It detects the angle of the vehicle's wheels during turns and sends signals to the vehicle stability control system, which maintains the vehicle's stability during turns;

WHEREAS, an HID Ballast is an electrical device that limits the amount of electrical current flowing to an HID headlamp, which would otherwise rise to destructive levels due to the HID headlamp's negative resistance;

WHEREAS, the State AGs believe that Panasonic manufactured Auto Parts that were installed in automobiles purchased by the Settling States;

WHEREAS, the State AGs believe they have valid claims for damages, penalties, and attorneys' fees against Panasonic and litigation is warranted, but nevertheless believe that resolving their claims against Panasonic according to the terms of this Agreement are in the best interest of the Settling States in advancing their investigation;

WHEREAS, Panasonic has entered into separate class action settlement agreements (the "Class Action Settlement Agreements") with the following groups: (1) plaintiffs representing classes whose members include automobile dealership purchasers of Auto Parts and automobiles containing Auto Parts—*In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-

02311 (E.D. Mich.), Case Nos. 13-cv-1302, 13-cv-1602, and 13-cv-1702 (the “Automobile Dealership Actions”); and, (2) plaintiffs representing classes whose members include end-user consumer purchasers of Auto Parts and automobiles containing Auto Parts—*In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Nos. 13-cv-1303, 13-cv-1603, and 13-cv-1703 (the “End-Payor Actions”) (collectively the Automobile Dealership Actions and the End-Payor Actions shall hereafter be called (the “Actions”));

WHEREAS, the Class Action Settlement Agreements will result in the dismissal and release of claims against Panasonic by the automobile dealership and end-user consumer purchasers, including automobile dealerships and end-user consumer purchasers in the Settling States;

WHEREAS, Panasonic, without any concession or admission of wrongdoing and despite its belief that it is not liable for the claims that have been or could be asserted, and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the dismissal and releases contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Panasonic by the Settling States;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the California AG, on behalf of California, the Florida AG, on behalf of Florida, and Panasonic, that all Released Claims (as defined below) shall be finally, fully, and forever settled, compromised and released, with prejudice, and except as provided herein, without additional attorneys’ fees or costs, on the following terms and conditions:

1. Panasonic shall make a payment to the California AG in the amount of \$375,000. The settlement funds shall be used as payment for damages allegedly arising from any purchases or leases by California of Auto Parts or vehicles containing Auto Parts, and for attorneys' fees and other costs. The California AG shall provide Panasonic with written payment processing instructions for payment by electronic transfer. Panasonic shall pay the California AG within the later of forty-five (45) business days after the Effective Date, or forty-five (45) business days of receiving written payment processing instructions from the California AG.

2. Panasonic shall make a payment to the Florida AG in the amount of \$187,500. The settlement funds shall be used as payment for damages allegedly arising from any purchases or leases by Florida of Auto Parts or vehicles containing Auto Parts, and for attorneys' fees and other costs. The Florida AG shall provide Panasonic with written payment processing instructions for payment by electronic transfer. Panasonic shall pay the Florida AG within the later of forty-five (45) business days after the Effective Date, or forty-five (45) business days of receiving written payment processing instructions from the Florida AG.

3. The Settling States agree that, other than the settlement funds, as listed above, they shall have no other recovery of costs, fees, attorneys' fees, damages, penalties, or injunctive or other relief against Panasonic.

4. The California AG and Panasonic shall use their best efforts to effectuate this Agreement and its purpose, including, to the extent necessary, filing a settlement complaint and an immediate, complete, and final dismissal with prejudice of such complaint as to Panasonic, but not as to any defendant other than Panasonic. Should the court require a delay between the filing of the complaint and the dismissal, all other proceedings in the litigation shall, by virtue of this Agreement, be stayed as to Panasonic. The California AG and Panasonic agree to take

whatever further steps, if any, as may be necessary in this regard and agree to seek immediate dismissal of the settlement complaint. The California AG agrees to provide Panasonic with a copy of any such complaint in advance of its filing; Panasonic thereafter will agree to accept service of any such complaint filed by the California AG. The California AG and Panasonic agree that any such filing shall occur in the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Superior Court of the State of California, County of San Francisco for claims asserted by the California AG. The Florida AG shall not file any such complaint against Panasonic.

5. In consideration of the payment of the settlement funds, Panasonic shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits or causes of action, that are or could be asserted, whether known or unknown, in any actions by or on behalf of either of the Settling States, arising out of or relating to any act or omission of Panasonic or of persons or entities alleged to be co-conspirators of Panasonic concerning price-fixing, market allocation, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale, or distribution of Auto Parts at any time prior to and through the Effective Date (the "Released Claims").

6. With respect to the released claims, the State of California expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code.

7. The State AGs may hereafter discover facts other than or different from those which they know or believe to be true with respect to the Released Claims, but hereby, on behalf of their respective Settling States, expressly waive and fully, finally, and forever settle and release, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Panasonic and the State AGs have agreed to release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Released Claims do not include any claims arising out of product liability, failure to disclose, misrepresentation, breach of warranty, or breach of contract claims in the ordinary course of business, or to any Panasonic product beyond those defined as Auto Parts on page one.

8. The release under paragraphs 5 and 6 shall not have an effect on any claims, under federal, California, or Florida laws, brought by litigants other than the Settling States against Panasonic, including, but not limited to, any claims or potential claims asserted in the Actions on behalf of plaintiffs or putative class members who do not fall within the foregoing definitions of California and Florida.

9. Panasonic's "Cooperation", as set forth below, shall be limited to:
- a. Within thirty (30) days of the Effective Date of this Agreement, counsel for Panasonic shall provide to the State AGs with the identity of all current and former employees, directors and officers of Panasonic who: (1) were interviewed and/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 antitrust or competition law violations with regard to Auto Parts; and/or (2) appeared before the grand jury in connection with the DOJ’s investigation into alleged antitrust violations with respect to Auto Parts. Counsel for Panasonic shall not be required to disclose to the State AGs the specific Government Entities to which each such current or former employee, director or officer of Panasonic was identified to or appeared before.

- b. Except as set forth therein, Panasonic will (i) use its best efforts to identify and produce relevant documents that Panasonic produced to the DOJ relating to Auto Parts, to the extent that they exist, within sixty (60) calendar days of the Effective Date of this Agreement; (ii) produce English translations but not machine generated translations, to the extent they exist, of the documents described in Paragraph 9 (c)-(h) within sixty (60) calendar days of the Effective Date of this Agreement; and (iii) substantially complete the production of the following documents in Panasonic’s possession, custody or control, set forth in subparagraphs (c)-(h) no later than one hundred twenty (120) calendar days after the Effective Date; Panasonic will consent to End-Payor Class Counsel sharing documents received from Panasonic with the State AGs to satisfy Panasonic’s cooperation obligations with respect to the production of all but transactional documents. If End-Payor Class Counsel does not agree to grant such access to the State AGs, then Panasonic will separately produce those same documents to the State AGs.

c. Panasonic will produce to the State AGs transactional data produced, or that will be produced, to Class Counsel in the Actions, to the extent they exist in Panasonic Corporation of North America's electronic databases as of the Effective Date of this Agreement, concerning, at a minimum, Panasonic's bids and price submissions for and sales of switches to Toyota Motor Corporation and Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, "Toyota") from January 1, 2000 to the Effective Date of this Agreement, Panasonic's bids for and sales of steering angle sensors to Toyota from September 1, 2000 to the Effective Date of this Agreement, and Panasonic's bids for and sales of HID Ballasts to Honda Motor Company, Ltd. and American Honda Motor Company, Inc. (collectively "Honda"), Mazda Motor Corporation and Mazda Motor of America, Inc. (collectively "Mazda"), Nissan Motor Company Ltd. and Nissan North America, Inc. (collectively, "Nissan"), and two (2) additional OEMs that were also produced to Class Counsel from July 1, 1998 to the Effective Date of this Agreement, including the following information: (1) the date for each bid, price submission or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions 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 or price submission was submitted and each sale was made; (6) the model, model year(s) and brand of car for which each bid and price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Auto Parts sold in each sale; (8) the location where

each bid and price submission was submitted and each sale was made; (9) the Panasonic entity which submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) the value engineering and other price adjustment made to the Auto Parts sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids or prices submitted by competitors, including each winning bid; (14) adjustments made to each bid as it was being formulated; (15) specifications for each bid; (16) Panasonic's profits, losses and margins on the Auto Parts; (17) data showing Panasonic's costs to produce Auto Parts and (18) any other transactional data reasonably agreed to in writing between Panasonic's counsel and the State AGs. Except as provided herein, Panasonic will only produce the data that exists as of the Effective Date of this Agreement and will not be obligated to do any analyses of the data for State AGs, outside of the interviews described in Paragraph 14, but will respond to reasonable inquiries from State AGs regarding the transactional data. Panasonic makes no representations that all such data exists in Panasonic's electronic databases. Panasonic will provide any translations of the above data that may exist as of the Effective Date of this Agreement. Panasonic will produce transaction 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 Panasonic Corporation of North America has not recorded or maintained electronic transaction data for any period between July 1, 1998 and the

Effective Date of this Agreement, then Panasonic will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Furthermore, Panasonic shall only be obligated to provide transactional data regarding sales of Auto Parts sold to customers in the United States or sold to customers outside the United States for installation in vehicles known to be exported to the United States. Panasonic shall use reasonable efforts to determine its sales of Auto Parts sold to customers outside the United States for installation in vehicles exported to the United States.

- d. Panasonic will produce documents, if any, provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to Auto Parts, including sales data produced to the DOJ, to the extent they have not already been produced to the State AGs.
- e. Panasonic will produce non-privileged documents that relate to or concern the allegations that Panasonic suppressed and eliminated of competition by the fixing of prices for Auto Parts or that relate to or concern an actual or potential communication, meeting, or agreement regarding Auto Parts, by an employee, officer or director of Panasonic with any employee, officer or director of another manufacturer of Auto Parts.
- f. Panasonic will produce documents, if any, sufficient to show Panasonic Corporation of North America's determinations of its prices for Auto Parts that it sells in the United States or for installation in vehicles exported to the United States, including pricing policies, formulas and guidelines, including

documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models.

- g. Panasonic will produce non-privileged documents, if any, concerning Auto Parts that were collected and reviewed in connection with Panasonic's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations that Panasonic suppressed and eliminated of competition by the fixing of prices for Auto Parts or that relate to or concern an actual or potential communication, meeting, or agreement regarding Auto Parts, by an employee, officer or director of Panasonic with any employee, officer or director of another manufacturer or seller of Auto Parts, to the extent that they relate to Auto Parts sold to customers in the United States or sold to customers outside the United States for installation in vehicles known to be exported to the United States.
- h. Panasonic will produce documents, if any, sufficient to show how Panasonic Corporation of North America employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for Auto Parts, in RFQs, or any other procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

10. For all documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work product doctrine; or (3) any other applicable privilege or doctrine protecting documents from disclosure, Panasonic 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 entity. If any document protected by the attorney-client privilege, attorney work-product protection, or any other privilege is accidentally or inadvertently produced under this Paragraph, its production shall in no way be construed to have waived any privilege or protection attached to such document. Upon notice by Panasonic of such inadvertent production, the document shall promptly be destroyed and/or returned to Panasonic.

11. In the event that Panasonic produces documents or provides declarations or written responses to discovery to any Government Entity or party in any action pending in the Automotive Parts Antitrust Litigation, 12-md-02311 (“Relevant Production”), Panasonic shall produce all such documents, declarations or written discovery responses to the State AGs contemporaneously with making the Relevant Production to the extent such documents, declarations or written discovery responses have not previously been produced by Panasonic to the State AGs.

12. In addition to the Cooperation set forth above in Paragraph 9(a)-(h), Panasonic shall provide additional Cooperation to the State AGs as set forth below in Paragraphs 12-16. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. Any Attorney Proffers, witness interviews, depositions, or trial testimony provided pursuant to the below obligations, and any request for post-Effective Date transactional data pursuant to Paragraph 9(c), shall be coordinated with and occur at the same time as, the Attorney Proffers, witness interviews, depositions, trial testimony and transactional data production to be provided pursuant to the Class Action Settlement Agreements. The State AGs

may select up to eight (8) persons, whom the State AGs reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs in the prosecution of the Auto Parts claims in the Automotive Parts Litigation, 12-md-02311, for interviews and depositions, pursuant and subject to Paragraphs 14 and 15 only if Class Counsel in the Actions fail to select up to eight (8) persons. The total number of interviews provided by Panasonic pursuant to Paragraph 14 of this Agreement and Paragraph 36(b) of the Class Action Settlement Agreements shall be no more than eight (8), and the total number of depositions provided pursuant to Paragraph 15 of this Agreement and Paragraph 36(c) of the Class Action Settlement Agreements shall be no more than eight (8), based on representations by Panasonic that eight (8) is a reasonable number of witnesses, which representations have been relied upon in good faith by the State AGs. The State AGs may participate in all eight (8) depositions and interviews regardless of the selection process.

13. Within thirty (30) days of the Effective Date of this Agreement, counsel for Panasonic will make themselves available in the United States to the State AGs and Counsel in the Actions together for up to three (3) meetings of one (1) business day each to provide detailed proffers of the relevant facts known to them relating to the allegations of price-fixing, bid-rigging, and market allocation of Auto Parts ("Attorney Proffers"). All such Attorney Proffers shall be coordinated with and occur at the same time as the Attorney Proffers provided pursuant to Paragraph 36(a) of the Class Action Settlement Agreement. As part of the Attorney Proffers, counsel for Panasonic will provide the State AGs with 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 the Actions, including any information given to the DOJ, and transactions for sale of Auto Parts inside the United States or that involve sales of Auto Parts for installation in vehicles known to be exported to the United States. Counsel for Panasonic will make themselves available for reasonable follow-up conversations with the State AGs and Class Counsel for the Actions in connection with the Attorney Proffers, and will use reasonable efforts to respond to questions posed by the State AGs. It is understood that Panasonic has no obligation to seek new or additional information or documents from any of its employees, representatives, or agents with respect to any follow-up conversations; however, Panasonic 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. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that any Attorney Proffers or other statements made by counsel for Panasonic in connection with or as part of this settlement shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, the State AGs may use (but shall not introduce an Attorney Proffer into the record, or depose or subpoena any Panasonic counsel related to an Attorney Proffer) information contained in such Attorney Proffers or other statements in the prosecution of its claims in all cases in the Automotive Parts Antitrust Litigation, 12-md-02311, except any claims against Panasonic, and rely on such information to certify that, to the best of the State AGs' knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery.

14. Upon reasonable notice after Class Counsel in the Actions have selected individuals for interviews pursuant to Paragraph 36(b) of the Class Action Settlement Agreements and only if Class Counsel in the Actions fail to select up to eight (8) persons for



such interviews, Panasonic shall, at the State AGs' request, make reasonable efforts to make available for an interview with the State AGs and/or their experts via videoconference or at a mutually agreeable location up to eight (8) persons who are mutually agreed upon by the parties, and which may consist of current directors, officers, and/or employees of Panasonic (or former directors, officers, and/or employees of Panasonic, if such former employees agree to cooperate) whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs in the prosecution of Auto Parts claims in Automotive Parts Litigation, 12-md-02311. The total number of interviews provided by Panasonic pursuant to this Paragraph and Paragraph 36(b) of the Class Action Settlement Agreements shall be no more than eight (8). All such interviews shall be coordinated with and occur at the same time as the interviews provided pursuant to Paragraph 36(b) of the Class Action Settlement Agreement. Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of ten (12) hours, which would occur over two (2) consecutive days at the request of the interviewee. Upon reasonable notice by the State AGs, Panasonic shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. If any such interview takes place outside of the country of the witness's residence, the State AGs shall pay such interviewee's economy class fares and reasonable travel costs incurred, such as lodging and meal expenses up to a limit of \$450 per day, but in no event shall the State AGs be responsible for reimbursing such persons for time or services rendered or for an expense reimbursement that will be paid by Class Counsel in the Actions. Such travel expenses may include economy airfare, but not airfare for business or first-class seats. Reimbursable expenses shall not exceed \$3,000 per person and will not

duplicate reimbursements by Class Counsel in the actions. The parties will coordinate with Class Counsel in the Actions on the payment of expenses. If the interview and the below-described deposition occur during the same trip, the above-limitations will apply to that trip.

15. Upon reasonable notice after Class Counsel in the Actions have selected individuals for depositions pursuant to Paragraph 36(c) of the Class Action Settlement Agreements and only if Class Counsel in the Actions fail to select up to eight (8) persons for such depositions, Panasonic shall, at the State AGs' request, make reasonable efforts to make available to appear for deposition up to eight (8) persons, who the State AGs select from among the same eight (8) persons who have been chosen for interviews pursuant to Paragraph 14, and to provide up to eight (8) declarations/affidavits from the same persons who have been chosen for interviews and depositions pursuant to this Paragraph. The total number of depositions provided pursuant to this Paragraph and Paragraph 36(c) of the Class Action Settlement Agreements shall be no more than eight (8). All such depositions shall be coordinated with and occur at the same time as the depositions provided pursuant to Paragraph 36(c) of the Class Action Settlement Agreement. If Panasonic is unable to make those same persons available for deposition or declaration then the State AGs may select a substitute deponent or declarant. Each deposition shall, to the extent practicable and subject to any applicable orders of the Court, be conducted via videoconference or at a mutually agreed upon location and at a mutually agreed upon time, accommodating the schedules and geographic limitations of the deponent where it is possible to do so, and shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of twelve (12) hours, seven (7) of which would occur over two (2) consecutive days at the request of the deponent. Written notice by the State AGs to Panasonic's counsel shall constitute sufficient

service of notice for such depositions. If the depositions take place outside the country of the witness's residence, the State AGs shall pay such deponent's economy class fares and reasonable travel costs incurred, such as lodging and meal expenses up to a limit of \$450 per day, but in no event shall the State AGs be responsible for reimbursing such persons for time or services rendered or for an expense reimbursement that will be paid by Class Counsel in the Actions. Such travel expenses may include economy airfare, but not airfare for business or first-class seats. Reimbursable expenses shall not exceed \$3,000 per person and will not duplicate reimbursements by Class Counsel in the actions. The parties will coordinate with Class Counsel in the Actions on the payment of expenses. If the deposition and interview occur during the same trip, the above-limitations will apply to that trip. If the State AGs request declarations/affidavits, such affidavits and declarations will be provided in English.

16. Upon reasonable notice, and subject to a good faith meet and confer between the parties and Class Counsel in the Actions to agree upon a reasonable number, Panasonic shall make reasonable efforts to provide, for trial testimony, if necessary, a minimum of three (3) persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 14 and 15, which may consist of current directors, officers, and/or employees of Panasonic (or former directors, officers, and/or employees of Panasonic, if such former employees agree to cooperate) whom the parties reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs in the prosecution of Auto Parts claims in Automotive Parts Litigation, 12-md-02311. To the extent possible, all such trial testimony shall be coordinated with and occur at the same time as the trial testimony provided pursuant to Paragraph 36(d) of the Class Action Settlement Agreement. The State AGs shall pay such witness' economy class fares and reasonable travel costs incurred, such as lodging and meal

expenses up to a limit of \$450 per day, but in no event shall the State AGs be responsible for reimbursing such persons for time or services rendered or for an expense reimbursement that will be paid by Class Counsel in the Actions. Such travel expenses may include economy airfare, but not airfare for business or first-class seats. Reimbursable expenses shall not exceed \$3,000 per person and will not duplicate reimbursements by Class Counsel in the actions. The parties will coordinate with Class Counsel in the Actions on the payment of expenses.

17. In addition to its Cooperation set forth herein, Panasonic agrees to produce through affidavit(s) or declaration(s) and/or at trial, if necessary and to the extent possible, in the State AGs' discretion, representatives qualified to authenticate and/or establish as business records any of Panasonic's documents and transaction and/or cost data produced or to be produced, and to the extent possible, any documents produced by Defendants or third-parties in the Actions. In addition, if not unduly burdensome, Panasonic agrees to produce through affidavit(s) or declaration(s) and/or at trial, if necessary, in the State AGs' discretion, representatives qualified to establish any other necessary foundation for admission into evidence. To the extent possible, all such affidavits, declarations and/or trial testimony provided pursuant to this Paragraph shall be coordinated with and occur at the same time as any affidavits, declarations and/or trial testimony provided pursuant to Paragraph 36(e) of the Class Action Settlement Agreement.

18. The State AGs agree they will not use the information provided by Panasonic or their representatives under this Paragraph for any purpose other than the prosecution of the Automotive Parts Litigation, 12-md-02311, provided they do not employ such information against Panasonic, and will not use it beyond what is reasonably necessary for the prosecution of the actions in 12-md-02311 or as otherwise required by law.

19. The Settling States may attend and/or participate in any witness interviews and/or depositions of current and/or former employees, directors, or officers of Panasonic that occur in Automotive Parts Antitrust Litigation, 12-md-2311, provided that the attendance of the Settling States in any such witness interviews or depositions shall not expand the time permitted for any such witness interviews or depositions under the terms of the Class Action Settlement Agreements. This Agreement does not otherwise restrict the Settling States from attending and/or participating in any other depositions conducted in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-2311 (E.D. Mich.), to the extent otherwise permitted by law.

20. Settling States expressly agree that they will not seek any discovery from Panasonic after the Effective Date including but not limited to written discovery, document discovery, or deposition discovery. This Agreement does not prevent discovery intended to authenticate Panasonic documents to be used in trial. Panasonic's obligations pursuant to this Settlement Agreement shall not be affected by the Release set forth in this Settlement Agreement.

21. The California AG agrees that the use of any information or documents provided pursuant to this Agreement shall be subject to the terms of the Protective Orders to be entered in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Nos. 13-cv-1302, 13-cv-1303, 13-cv-1602, 13-cv-1603, 13-cv-1702, and 13-cv-1703 (the "Protective Orders"), to which the California AG agrees to be bound. The California AG further agrees that they will not use any such information or documents beyond what is reasonably necessary for the prosecution of its claims or potential claims regarding Auto Parts, or as otherwise specifically required by law. All documents and other information provided pursuant to this Agreement, including information provided as part of an Attorney Proffer, will be deemed

at least "Highly Confidential," as said designation is described in the Protective Order, and subject to the Protective Orders as if they had been produced in response to discovery requests and so designated. The parties and their counsel further agree that any statements made by Panasonic's counsel in connection with and/or as part of this settlement, including the attorney proffer(s) referred to above, shall be governed by Federal Rule of Evidence 408. While the California AG may employ knowledge that they have obtained from Panasonic's cooperation under this Agreement in prosecuting the actions in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), the California AG and their experts shall otherwise treat all documents, testimony and statements provided by Panasonic as consistent with the protections of the Protective Orders.

22. The Florida AG shall serve, and Panasonic agrees to accept service of Civil Investigative Demands requesting documents, witness interviews, and testimony. The Florida AG shall keep any information or documents produced pursuant to the Civil Investigative Demand confidential and such use shall be restricted to only those uses as authorized by §542.28 Florida Statutes.

23. This Agreement shall not be deemed or construed to be an admission of liability or of any violation of any statute or law or of any wrongdoing by Panasonic. Nor shall this Agreement be deemed as an admission by Panasonic of any of the allegations or claims by the Settling States. This Agreement may not be used by the Settling States in any pending or future civil, criminal, or administrative action or proceeding against Panasonic, except in a proceeding or action to enforce this Agreement.

24. This Agreement does not settle or compromise any claim by the Settling States against any defendant or alleged co-conspirator other than Panasonic. All rights against such

other defendant or alleged co-conspirator are specifically reserved by the Settling States. The parties agree that joint and several liability against defendants other than the Panasonic shall include the volume of sales of Panasonic.

25. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement.

26. This Agreement contains the entire Agreement between the parties, and no other understandings or agreements, verbal or otherwise, exist between the parties, except as set forth herein.

27. This Agreement may not be modified, changed, cancelled, rescinded, amended, or varied, nor may any or all of its terms be waived, except by a writing signed by all of the parties.

28. Neither the Settling States nor Panasonic shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

29. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by electronic mail or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

30. The California AG and Panasonic agree that with respect to the settlement with the State of California, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California and the parties agree that venue for any and


all matters or disputes arising out of this Agreement and asserted by or against the California AG shall lie solely in the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then the venue shall lie in the Superior Court of the State of California, County of San Francisco.

31. The Florida AG and Panasonic agree that with respect to the settlement with the Florida AG, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida and the parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the Florida AG shall lie solely in the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then the venue shall lie in the Second Circuit Court of the State of Florida.

32. Each party affirms that this Agreement has been executed by its authorized representative, who is acting within their capacity and authority and that by their signature this representative is binding the party on behalf of whom the Agreement is executed to the terms and conditions of this Agreement.

Dated: July 16, 2015

Kamala D. Harris  
Attorney General  
State of California

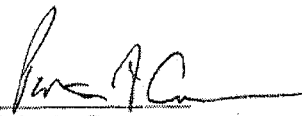
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*Counsel for the State of California*

Dated: \_\_\_\_\_

Pamela Jo Bondi  
Attorney General  
State of Florida

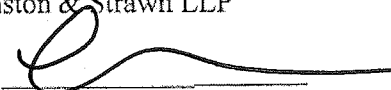


By:   
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Dated: 7/17/15

Winston & Strawn LLP

By:   
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