

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

**In Re: AUTOMOTIVE PARTS
ANTITRUST LITIGATION**

12-md-02311
Honorable Marianne O. Battani

IN RE Radiators
IN RE Automatic Transmission Fluid Warmers

Case No. 2:13-cv-01005
Case No. 2:13-cv-02405

THIS RELATES TO:

State Attorneys General

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

Case No. 2:16-cv-13199

Notice of Voluntary Dismissal

v.

**T.RAD Co., Ltd and
T.RAD North America, Inc.**

Defendants.

Under Federal Rule of Civil Procedure 41(a), the State of California and its state agencies dismiss T.RAD Co., Ltd., and T.RAD North America, Inc. (“Defendants”) 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: September 6, 2016

KAMALA D. HARRIS
Attorney General of California

/s/ Michael Jorgenson

KATHLEEN E. FOOTE
Senior Assistant Attorney General

MICHAEL JORGENSON

ANIK BANERJEE

Deputy Attorneys General

Attorneys for Plaintiffs

Cal. State Bar No. 201145

455 Golden Gate Avenue, Suite 11000

San Francisco, CA 94102

Telephone: (415) 703-5629

Michael.Jorgenson@doj.ca.gov

Attorneys for Plaintiffs

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this 30th day of October 2015 (the “Effective Date”) by and among T.RAD Co., Ltd. and T.RAD North America, Inc. (together, “T.RAD”) 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 and unfair competition laws, including California Business and Professions Code Sections 16720 *et seq.*, 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 Radiators and Automatic Transmission Fluid Warmers (collectively the “Released Parts”);

WHEREAS, the State AGs believe that T.RAD and its predecessors manufactured the Released Parts that were installed in automobiles purchased by the Settling States;

WHEREAS, the State AGs believe they have valid claims for damages, penalties, and attorney's fees against T.RAD and litigation is warranted, but nevertheless believe that resolving their claims against T.RAD according to the terms of this Agreement is in the best interest of the Settling States in advancing their investigation;

WHEREAS, T.RAD has entered into separate class action settlement agreements (“Class

Action Settlement Agreements") with the following groups who indirectly purchased and/or leased one or more of the Released Parts in the United States (i) as a component in a new vehicle or (ii) as a stand-alone product: (1) plaintiffs representing a class whose members include automobile dealership purchasers of the Released Parts — ("Automotive Dealership Plaintiffs") who brought suit against, among others, T.RAD in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Numbers: 2:13-cv-01002 and 2:13-cv-02402 (the "Automotive Dealership Action"); and, (2) plaintiffs representing a class whose members include end-user purchasers of the Released Parts ("End Payor Plaintiffs") who brought suit against, among others, T.RAD in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Numbers: 2:13-cv-01003 and 2:13-cv-02403 (the "End-Payor Action") (collectively, the Automotive Dealership Action and the End-Payor Action are referred to as "Actions");

WHEREAS for purposes of this Agreement, "Radiators" and "Automatic Transmission Fluid Warmers" shall have the same meaning as set forth in the Class Action Settlement Agreements;

WHEREAS, T.RAD, without any concession or admission of wrongdoing and despite its belief that T.RAD and any other Releasees (as defined below) are not liable for the claims that have been or could be asserted, and its belief that T.RAD and any other Releasees would have good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid any expense, inconvenience, and the distraction of burdensome and potential future litigation, and to put to rest with finality all claims that could have been asserted against T.RAD 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 T.RAD, 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. T.RAD shall make a payment to the California AG in the amount of \$162,500.00 ("California Settlement Amount"). The California Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by the California Releasors (as defined below) of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The California AG shall provide T.RAD with written payment processing instructions for payment by electronic transfer. T.RAD shall pay the California AG within the later of (1) fifteen (15) business days after the Effective Date, or (2) fifteen (15) business days of receiving written payment processing instructions from the California AG. No part of the California Settlement Amount paid by T.RAD shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

2. T.RAD shall make a payment to the Florida AG in the amount of \$81,250.00 ("Florida Settlement Amount"). The Florida Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by the Florida Releasors (as defined below) of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The Florida AG shall provide T.RAD with written payment processing instructions for payment by electronic transfer. T.RAD shall pay the Florida AG within the later of (1) fifteen (15) business days after the Effective Date, or (2) fifteen (15) business days of

receiving written payment processing instructions from the Florida AG. No part of the Florida Settlement Amount paid by T.RAD shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

3. In consideration of the payment of the settlement funds, as listed in Paragraphs 1 and 2, "Releasees" (as defined below) 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 "California Releasers" and the "Florida Releasers" (as defined below), arising out of or relating to any act or omission of Releasees (as defined below) or of persons or entities alleged to be co-conspirators of Releasees (as defined below) concerning price-fixing, market allocation, bid-rigging, or anti-competitive conduct in the manufacture, sale, or distribution of the Released Parts at any time prior to and through the Effective Date (the "Released Claims"). For the avoidance of doubt, "Released Claims" includes any claim that the State of California or State of Florida could have brought, including in a regulatory or any other capacity, to enforce laws within its jurisdiction regardless of damages suffered or regardless of whether the California Releasers or Florida Releasers actually purchased (directly or indirectly) Released Parts.

- a. Releasees are T.RAD Co., Ltd., T.RAD North America, Inc., and T.RAD's subsidiaries, parents, affiliates, and predecessors as well as any current and former directors and employees of these entities.
- b. The California Releasers shall be the State of California, its departments, commissions, divisions, districts and other agencies, and the predecessors, successors, administrators and assigns of any of the foregoing.

c. The Florida Releasors shall be State of Florida, including its departments, commissions, agencies, counties, municipalities, political subdivisions or any other entity that is an arm of the State of Florida, and the predecessors, successors, administrators and assigns of any of the foregoing.

4. With respect to the Released Claims, the State of California, on behalf of the California Releasors, expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 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 § 1542 of the California Civil Code. The State of Florida similarly waives any analogous rule or provision of Florida law to the extent it exists.

5. The Settling States agree that, other than the settlement amount, as listed in paragraphs 1 and 2, they shall have no other recovery of costs, fees, attorneys' fees, damages, penalties, or injunctive or other relief against Releasees.

6. The California AG and T.RAD shall use their best efforts to effectuate this Agreement and its purpose, including filing a settlement complaint for the Released Parts and an immediate, complete, and final dismissal with prejudice of such complaint as to T.RAD, but not as to any defendant other than T.RAD. 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 T.RAD. The California AG and T.RAD 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. T.RAD agrees to waive service of process of the complaint filed by the California AG. The California AG and T.RAD agree that any such filing shall occur in the United States District Court for 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 T.RAD or any other Releasees.

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 the California Releasors and the Florida Releasors, 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 T.RAD 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, breach of warranty, or breach of contract claims in the ordinary course of business or unfair or deceptive conduct not based on allegations of competitor communications, price-fixing, market allocation, bid-rigging, or anti-competitive conduct.

8. The release under paragraphs 3 and 4 shall not have an effect on any claims, under federal, California, or Florida laws, brought by litigants other than the California Releasors and the Florida Releasors against Releasees, including, but not limited to, any claims or potential claims asserted in the End-Payor Actions, the Automobile Dealership Actions and the Direct Purchaser Actions in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311

(E.D. Mich.) on behalf of plaintiffs or putative class members who do not fall within the foregoing definitions of the California Releasers and the Florida Releasers.

9. For the purposes of this Agreement, “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or a non-identical copy of a document is a separate document within the meaning of this term. The term “English Translations” means English translations of documents that were originally written in a language other than English that T.RAD has provided to Government Entities (defined below) relating to their investigations into alleged competition violations with respect to Released Parts.

10. In return for the release and discharge provided herein, in addition to the settlement amount listed in the Paragraphs 1 and 2, T.RAD agrees to use commercially reasonable efforts to provide timely Cooperation to the Settling States, as set forth specifically below. Cooperation will take place in a manner that is in compliance with T.RAD’s obligations to any Government Entities (as defined below). All Cooperation may be coordinated so as to avoid all unnecessary duplication and expense whenever possible.

11. Within thirty (30) business days of Effective Date, counsel for T.RAD shall provide the State AGs with the identity of all current and former employees, directors and officers of T.RAD who: (1) were interviewed and/or prosecuted by the United States Department of Justice (“DOJ”), the Japanese Fair Trade Commission, and/or the European Commission (collectively referred to herein as “Government Entities”) in connection with alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity concerning the sale of Released Parts to the extent such interviews or prosecutions related in any way, directly or indirectly, to automobiles manufactured or sold in the United States; (2) appeared

before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to the Released Parts; and/or (3) were disclosed to a Government Entity as having knowledge or information relating to alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity with respect to the Released Parts.

12. T.RAD will use commercially reasonable efforts to substantially complete the production of the following Documents in T.RAD's possession, custody or control within 150 days of the Effective Date:

- a. Certain automobile-related transactional data that are kept in the ordinary course of T.RAD's business, are reasonably available, and concern T.RAD's bids for and sales of Radiators to Original Equipment Manufacturers ("OEMs") or other purchasers of the Released Parts ("Transactional Data") from July 1, 1999, to December 31, 2013 (to the extent such information has already been compiled), 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 or price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Released Parts sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the T.RAD entity which submitted each bid or price submission and made each sale; (10) the sale agreements and

contracts for each sale; (11) value engineering and/or other non-cash consideration that served as an element of value delivered in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids submitted by competitors (to the extent known), including each winning bid; (14) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) T.RAD's profits, losses and margins on the products comprising the Released Parts and other reasonably available financial information, *e.g.*, balance sheets and ledger data; (17) data showing T.RAD's costs to produce the products comprising the Released Parts; (18) product description and identification information (including codes, identifiers, and/or part numbers); and (19) any other Transactional Data reasonably agreed to in writing between T.RAD's counsel and the State AGs. Documents relevant to the claims alleged in the Complaints or that relate to or concern an actual or potential communication, meeting, or agreement between T.RAD and one or more of its competitors, regarding the Released Parts.

- b. To the extent not already produced, Documents, if any, produced to, or seized by, Government Entities and relevant in any way, directly or indirectly, to the claims alleged in the Complaints and relating to their investigation into alleged competition violations with respect to the Released Parts installed in vehicles sold in the United States.
- c. Documents concerning T.RAD's determinations of its prices for the Released Parts that it sells, 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.

- d. Non-privileged documents, if any, concerning the Released Parts that were collected and reviewed in connection with T.RAD's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement regarding Radiators by any employee, officer or director of T.RAD with any employee, officer or director of another manufacturer or seller of the Released Parts.
- e. Documents, if any, showing how T.RAD's employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for Released 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.

13. T.RAD will consent to End-Payor Class or Automotive Dealership Class Counsel sharing documents received from T.RAD with the State AGs to satisfy T.RAD's cooperation obligations with respect to all but transactional documents. If End-Payor Class or Automotive Dealership Class Counsel does not agree to grant such access to the State AGs, then T.RAD will separately produce those same documents to the State AGs.

14. For all Documents withheld from production pursuant to (1) the attorney-client privilege; (2) the work-product doctrine; (3) a protective order, or (4) any other applicable privilege or doctrine protecting documents from disclosure, T.RAD shall provide a privilege log,

to the extent it already exists or comes into existence as a result of the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) or otherwise (“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 a claim of privilege if produced 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 to the State AGs, upon notice by T.RAD of such inadvertent production, the Document shall be returned to T.RAD, the Document shall not be used by the State AGs for any purpose, and its production shall in no way be construed to have waived any privilege or protection attached to such Document.

15. In the event that T.RAD produces Documents or provides declarations or written responses to discovery to any Government Entity or party in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (a “Relevant Production”), T.RAD 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 T.RAD to the State AGs. This Agreement does not restrict the State AGs from attending and/or participating in any depositions in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.). T.RAD will not object to the State AGs attending and/or participating in depositions of T.RAD witnesses that occur in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) litigation in addition to the depositions set forth in Paragraph 15(c), to the extent the State AGs attendance and/or participation does not expand the

time allotted for the deposition pursuant to applicable stipulations or orders in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.).

16. Upon reasonable notice after the Effective Date, T.RAD shall make available for interviews with and depositions by with the State AGs a reasonable number of individuals, expressly subject to the right of the State AGs to also attend and/or participate in any depositions in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.). To the extent practicable, any interviews or depositions of T.RAD personnel to be conducted pursuant to this Paragraph 15 shall be coordinated and conducted in tandem with interviews or depositions of T.RAD personnel that may be conducted pursuant to the Class Action Settlement Agreements. Only the same individuals identified pursuant to Paragraph 15(b) can be identified as the individuals pursuant to Paragraph 15(c).

- a. Commencing 30 days after the Effective Date, T.RAD's counsel will make themselves reasonably available in the United States for meetings to provide an attorney's proffers of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law. Thereafter, T.RAD's counsel will make themselves available for reasonable follow-up conversations. Notwithstanding anything herein, the State AGs may use information contained in such statements in the prosecution of *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), and rely on such information to certify that, to the best of State AG's knowledge, information and belief, such information has evidentiary support or

will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

- b. Upon reasonable notice after the Effective Date, T.RAD shall make reasonable efforts (not to include actual or threatened employee disciplinary action) to make available for interviews, depositions, and testimony at hearings or trial, via videoconference or at a mutually agreed-upon location or locations (except for testimony at hearings or trial), a reasonable number of persons for interviews and depositions (as set forth in Paragraphs 15(b) and (c)) to be agreed upon, and a reasonable number of persons for trial (as set forth in Paragraph 15(d)) whom the State AGs select, and who may consist of current directors, officers, and/or employees of T.RAD 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 *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.). 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, (x) interviews shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Upon reasonable notice by the State AGs, T.RAD shall use reasonable 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. Nothing in this provision shall prevent T.RAD from

objecting to the reasonableness of the number of persons selected by the State AGs to appear as trial witnesses.

- c. Upon reasonable notice, T.RAD shall, at the State AG's request, make reasonable efforts (not to include actual or threatened employee disciplinary action) to make available to appear for deposition (i) a reasonable number of persons to be agreed upon whom the State AGs select from among the persons who have been chosen for interviews pursuant to Paragraph 15(b), and to provide (ii) a reasonable number of declarations/affidavits from among the same persons who have been chosen for interviews and depositions pursuant to Paragraph 15(b) and Paragraph 15(c). Each deposition shall be conducted at a mutually agreed-upon location in the United States, 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, (x) the deposition shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Written notice by the State AGs to T.RAD's counsel shall constitute sufficient service of notice for such depositions. If the State AGs request declarations/affidavits, such affidavits and declarations will be provided in English
- d. Upon reasonable notice, T.RAD shall make reasonable efforts to provide, for trial testimony, if necessary, a reasonable number of T.RAD persons from among the persons who have been interviewed or deposed pursuant to Paragraphs 15(b) and 15(c) or otherwise deposed in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), as referenced

in Paragraph 14, which may consist of current directors, officers, and/or employees of T.RAD whom the State AGs, in consultation with counsel for T.RAD, reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs as a trial witness in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.). Nothing in this provision shall prevent T.RAD from objecting to the reasonableness of the number of persons selected by the State AGs.

- e. In addition to its Cooperation obligations set forth herein, T.RAD agrees to produce through affidavit(s) or declaration(s) and/or at trial, in the State AG's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of T.RAD's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.). The State AGs agree to use reasonable efforts to obtain stipulations that would avoid the need to call T.RAD witnesses at trial for the purpose of obtaining such evidentiary foundations.
- f. The State AGs agree they will not use the information provided by T.RAD or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) and will not use it beyond what is reasonably necessary for the prosecution of claims in the

In re Automotive Parts Antitrust Litigation, Master File No. 12-md-02311 (E.D. Mich.) or as otherwise required by law.

- g. To the extent that any T.RAD witness whose native language is not English requests an interpreter for any interview, deposition or trial testimony requested by the State AGs, the State AGs shall provide or pay the reasonable costs of an interpreter unless the interpreter is already being provided by the class plaintiffs pursuant to the Class Action Settlement Agreements.
- h. To the extent that any T.RAD witness who resides outside the United States is required to travel internationally for any interview, deposition or trial testimony requested by the State AGs, the State AGs shall reimburse the reasonable economy class airfare and reasonable hotel costs incurred by such witness, up to a maximum of \$1,500 per interviewee per trip, unless all the travel costs are already being reimbursed by the class plaintiffs pursuant to the Class Action Settlement Agreements. In no event shall the State AGs be responsible for reimbursing such persons for time or services rendered.

17. Other than to enforce the terms of this Agreement, neither T.RAD nor the State AGs shall file motions against the other during the pendency of the Agreement.

18. If the Settling States believe that T.RAD has refused to cooperate under the terms of this Agreement, the Settling States may seek an Order from the Court compelling T.RAD to provide such cooperation. Nothing in this provision shall limit in any way T.RAD's ability to defend the level of cooperation it has provided or to defend its compliance with the terms of the cooperation provisions in this Agreement.

19. The California AG agrees that information or Documents provided by T.RAD pursuant to this Agreement shall be treated as “Highly Confidential,” as said designation is described in the protective order *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), (Dkt. No. 200) (the “Protective Order”) including the Protective Orders that will be issued in the Actions. Confidential treatment of any Documents or information provided to Florida will be governed in accordance with the Civil Investigative Demand as outlined in Paragraph 21 below. The parties and their counsel further agree that any statements made by T.RAD’s counsel in connection with and/or as part of this settlement, including the Attorney Proffers referred to above, shall be governed by Federal Rule of Evidence 408.

20. The California AG agrees that the Documents and information provided by T.RAD pursuant to this agreement shall be records of investigations conducted by the office of the Attorney General as that term is used in the California Public Records Act (Cal. Gov’t Code §6254(f)), and they shall not disclose the information in response to a request for inspection or copying under the California Public Records Act (Cal. Gov’t Code § 6250 *et seq.*) or other statutory or regulatory provisions akin to the federal Freedom of Information Act, except to the extent required by law. To the extent the California AG receives requests that it believes may require the provision of any such information, the California AG shall first advise T.RAD and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent T.RAD deems necessary and appropriate and at T.RAD’s expense; the California AG shall not take action adverse to T.RAD in connection with any such proceeding.

21. The Florida AG shall submit to T.RAD Civil Investigative Demands requesting documents, witness interviews, and testimony to be provided by T.RAD pursuant to this Agreement. The Florida AG shall keep any information or Documents produced pursuant to the

Civil Investigative Demands confidential and such use shall be restricted to only those uses as authorized by §542.28 Florida Statutes. To the extent the Florida AG receives requests that it believes may require the production of any such information, the Florida AG shall first advise T.RAD and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent T.RAD deems necessary and appropriate and at T.RAD's expense; and the Florida AG shall not take action adverse to T.RAD in connection with any such proceeding.

22. The State AGs will not use the information or Documents provided by T.RAD pursuant to this Agreement for any purpose other than the prosecution of their claims or potential claims against entities/persons other than Releasees concerning the price-fixing, market allocation, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale or distribution of the Released Parts through the Effective Date. Except as permitted by law, including California Government Code 11180 *et seq.*, the State AGs shall not disclose such information or Documents provided by T.RAD to other claimants or potential claimants including direct purchaser plaintiffs, public entity plaintiffs, and opt out plaintiffs in *In Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311, except with the express written consent of T.RAD. Disclosure or discussion of information or Documents produced or provided pursuant to this Agreement is permitted with the Automobile Dealership Plaintiffs or the End-Payor Plaintiffs unless the Class Action Settlement Agreements fail to receive final approval.

23. The California AG agrees that, should this Agreement not become final or be terminated for any reason, all Documents provided by T.RAD pursuant to this agreement will be returned to T.RAD within sixty (60) days of termination or failure to become final. With

permission in writing from T.RAD, the California AG may destroy some of all of the Documents provided by T.RAD instead of returning them. Whether the Documents are returned or destroyed, the California AG will submit a written certification to T.RAD by the sixty (60) day deadline that identifies (by category, where appropriate) all Documents that were returned or destroyed and that affirms that the California AG has not retained any copies, abstracts, compilations, summaries or other form that reproduces or captures any of the Documents provided by T.RAD.

24. The release set forth in this Agreement shall not release T.RAD's obligations to provide cooperation pursuant to this Agreement.

25. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, T.RAD's respective obligations to provide cooperation under this Agreement shall cease whenever ordered by a court or on the date that final judgment has been entered in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), for any claims asserted against the parties named as defendants for price-fixing, allocating markets, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale, or distribution of the Released Parts.

26. 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 Releasees. Nor shall this Agreement be deemed as an admission by Releasees of any of the allegations or claims by the Settling States. This Agreement may not be used by the Settling States or anyone else in any pending or future civil, criminal, or administrative action or proceeding against Releasees, except in a proceeding or action to enforce this Agreement.

27. This Agreement does not settle or compromise any claim by the Settling States against any defendant or alleged co-conspirator other than Releasees. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Settling States. Nothing in this Agreement shall affect the right of the Settling State to claim that joint and several liability of defendants other than Releasees includes the volume of sales made by T.RAD.

28. This signing of this Agreement terminates the tolling agreement between T.RAD and the Florida AG, effective as of October 15, 2013 and extended pursuant to an April 20, 2015 letter agreement.

29. This Agreement may be executed in counterparts, each of which will be deemed an original, but 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.

30. 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.

31. 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.

32. Neither the Settling States nor T.RAD 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.

33. 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.

34. The California AG and T.RAD agree that with respect to the settlement with 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 United States District Court for 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.

35. The Florida AG and T.RAD agree that with respect to the settlement with Florida, 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 United States District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Second Circuit Court of the State of Florida.

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

Dated: Oct. 19, 2015

Kamala D. Harris
Attorney General
State of California

By: Michael Jorgenson

Kathleen E. Foote
Senior Assistant Attorney General
Michael Jorgenson
Deputy Attorney General
455 Golden Gate Avenue, Ste. 11000
San Francisco, CA 94102

Counsel for the State of California

Dated: 10/19/15

Pamela Jo Bondi
Attorney General
State of Florida

By: Patricia A. Conners

Patricia A. Conners
Deputy Attorney General
Timothy M. Fraser
Assistant Attorney General
Antitrust Division
PL-01, The Capitol
Tallahassee, FL 32399

Counsel for the State of Florida

[signatures continued on next page]

Dated: 2015/10/27

T.RAD CO., LTD.

By: H. Kano
Hiromi Kano
President & Representative Director

Dated: 2015/10/27

T.RAD NORTH AMERICA, INC.

By: H. Kano
Hiromi Kano
Authorized Signatory

Dated: 10/30/15

By: [Signature]
Peter L. Simmons
Steven M. Witzel
Fried, Frank, Harris, Shriver &
Jacobson LLP
One New York Plaza
New York, NY 10004

*Counsel for T.RAD Co., Ltd. and T.RAD
North America, Inc.*