

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this 19th day of December, 2016 (the “Effective Date”) by and among TRW Deutschland Holding GmbH and ZF TRW Automotive Holdings Corp. f/k/a TRW Automotive Holdings Corp. (collectively, “TRW”) 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 possible violations of their respective state antitrust 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 with respect to “Occupant Safety Restraint Systems,” which as the State AGs define them, are the parts of a vehicle designed to protect vehicle occupants from bodily harm and consist of seat belts, airbags, steering wheels or steering systems, and safety electronic systems;

WHEREAS, the State AGs believe that TRW manufactured Occupant Safety Restraint Systems that were installed in vehicles purchased by the Settling States;

WHEREAS, each TRW Defendant has denied manufacturing any Occupant Safety Restraint Systems because they are holding companies and do not manufacture Occupant Safety

Restraint Systems;

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

WHEREAS, TRW denies liability and would assert defenses against the State AGs' claims, but to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement and to put to rest with finality all claims that could have been asserted against TRW with respect to Occupant Safety Restraint Systems, TRW has agreed to enter into this Agreement;

WHEREAS, TRW has entered into separate class action settlement agreements with the following groups: (1) plaintiffs representing a class whose members include dealership purchasers of Occupant Safety Restraint Systems and vehicles containing Occupant Safety Restraint Systems —*In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case No. 12-cv-0602 (the “Automobile Dealership Action”); (2) plaintiffs representing a class whose members include end-user purchasers of Occupant Safety Restraint Systems and vehicles containing Occupant Safety Restraint Systems —*In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case No. 12-cv-603 (the “End-Payor Action”); and (3) plaintiffs representing a class whose members include direct purchasers of Occupant Safety Restraint Systems— *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case No. 12-cv-0601 (the “Direct Purchaser Action”).

WHEREAS, the foregoing settlement agreements will result in the dismissal with

prejudice and release of claims in the Automobile Dealership Action, the End-Payor Action and the Direct Purchaser Action;

WHEREAS, TRW, 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 TRW 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 TRW, 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. TRW shall make a payment to the California AG in the amount of \$122,500.00 within fifteen (15) business days after the California AG provides TRW with written payment processing instructions for payment by electronic transfer following the execution of this Agreement.

2. TRW shall make a payment to the Florida AG in the amount of \$61,250.00 within fifteen (15) business days after the Florida AG provides TRW with written payment processing instructions for payment by electronic transfer following the execution of this Agreement.

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

4. The California AG and TRW shall use their best efforts to effectuate this Agreement and its purpose, including filing a settlement complaint and an immediate, complete, and final dismissal with prejudice of such complaint as to TRW, but not as to any defendant other than TRW. Should the court require a delay between the filing of the complaint and the dismissal, all other proceedings in the litigation, including, without limitation, any litigation relating to the settlement complaint, shall, by virtue of this Agreement, be stayed as to TRW. The California AG and TRW 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. TRW shall be permitted to review, and make reasonable modifications of, the settlement complaint within a reasonable time prior to its filing. For the limited purpose of this Settlement Agreement only, TRW agrees to accept service of the complaint filed by the California AG. The California AG and TRW 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 United States District Court for 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 complaint against TRW relating to any of the actions or claims in the Released Claims, as defined below.

5. In consideration of the payment of the settlement funds as set forth in Paragraphs 1 and 2 of this Settlement Agreement, TRW and all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to, TRW Deutschland

Holding GmbH and ZF TRW Automotive Holdings Corp. f/k/a TRW Automotive Holdings Corp.; the predecessors, successors and assigns of either of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, insurers, attorneys, and assigns of each of the foregoing (collectively, "Releasees") 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, suspected or unsuspected, contingent or non-contingent in any actions by or on behalf of either of the Settling States, arising out of or relating to any act or omission of TRW or of persons or entities alleged to be co-conspirators of TRW concerning the pricing, manufacture, bidding, distribution and/or sales of Occupant Safety Restraint Systems, including, without limitation, price-fixing, market allocation, bid-rigging, customer allocation, or any other unfair or deceptive anti-competitive conduct in the manufacture, sale, or distribution of Occupant Safety Restraint Systems at any time prior to and through the Effective Date that is not otherwise excluded (the "Released Claims"). 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 (but only to the extent that such failure to disclose, misrepresentation and breach of contract claims are unrelated to antitrust, collusion, conspiracy, or any claims or actions alleged in the Direct Purchaser, Auto Dealer and End-Payor Actions and the settlement complaint to be filed by the California AG as contemplated in Paragraph 4).

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 § 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.

7. 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 TRW, including, but not limited to, any claims or potential claims asserted in the Direct Purchaser, End-Payor and the Automobile Dealership Actions on behalf of plaintiffs or putative class members who do not fall within the foregoing definitions of California and Florida.

8. TRW's obligations, as set forth below, shall be limited to the following, provided, however that any such cooperation is contingent upon the State AG's taking all steps necessary to assure that any documents, data or information provided by TRW hereunder shall be kept strictly confidential as required and authorized by each Settling States' laws and by paragraphs 16 and 17 of this Agreement and used only for the purposes expressly set forth in this Settlement Agreement:

- a. The Florida AG will issue Civil Investigative Demand(s), to the extent not already done so, following the execution of this Agreement (the "Cooperation Start Date"), after which counsel for TRW shall provide the State AGs with the identity of all current and former employees, directors and officers of TRW 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 or any other government entity (collectively referred to herein as "Government Entities") in connection with alleged violations with respect to Occupant Safety Restraint Systems; (2) appeared before the grand jury in the

DOJ's investigation into alleged antitrust violations with respect to Occupant Safety Restraint Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the investigations into the alleged violations with respect to Occupant Safety Restraint Systems. Neither TRW nor Counsel for TRW shall be required to disclose to State AGs the specific Government Entities to which each such current or former employee, director or officer of TRW was identified to or appeared before.

- b. Except as set forth herein, TRW will: (i) produce all English translations, to the extent they exist, of the documents described in Paragraph 8 (d)-(f); and (ii) substantially complete the production of the documents set forth in subparagraphs (c)-(f) no later than ninety 90 calendar days after the Cooperation Start Date. Subject to the Protective Order or the Civil Investigative Demands described in Paragraphs 16 and 17, TRW consents to End-Payor Class Counsel sharing documents received from TRW with the State AGs to satisfy TRW's cooperation obligations with respect to the production of all but transactional data. If End-Payor Class Counsel does not agree to grant such access to the State AGs, then TRW will separately produce those same documents to the State AGs within 15 days of any request for the foregoing.

TRW will produce to the State AGs all transactional data kept in the ordinary course of TRW's business, and to the extent that it exists in TRW's electronic databases, and is reasonably accessible, concerning TRW's bids, price submissions and sales of Occupant Safety Restraint Systems to Original

Equipment Manufacturers or other purchasers of Occupant Safety Restraint Systems from January 1, 2001 to October 31, 2014, 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 quantities of products comprising Occupant Safety Restraint Systems sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the TRW entity that submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and other price adjustments made to the products comprising Occupant Safety Restraint Systems sold in each sale, including through annual price reductions; (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) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) TRW's profits, losses and margins on the products comprising Occupant Safety Restraint Systems; (17) data showing TRW's costs to produce the products comprising Occupant Safety Restraint Systems; and (18) any other transactional data reasonably agreed to in writing

between TRW's counsel and the State AGs. TRW will not be obligated to produce any data for bids or proposals which have not been accepted, agreed to, or awarded. Except as provided herein, TRW will only produce the data that exists as of October 31, 2014, and will not be obligated to do any analyses of the data for the State AGs, outside of the interviews described in paragraph 12, but will respond to reasonable inquiries from the State AGs concerning the transactional data. TRW will provide any English translations of the above documents that may exist as of October 31, 2014. With respect to any electronic transactional data generated within the two years after October 31, 2014, TRW shall have no on-going obligation to produce such data as it is generated. However, TRW will provide, in response to a written request from the State AGs, to be made no sooner than September 17, 2016, a single production of electronic transactional data generated from the day following the first production of electronic transactional data through September 17, 2016, as it exists in TRW's electronic databases at the time of the request, beginning with a rolling production within sixty (60) days of the receipt of such request. TRW will preserve such data until September 17, 2016. TRW will produce transaction data only from existing electronic transaction databases and will not be required to compile any data from individual invoices or individual personal computers except that to the extent that TRW has not recorded or maintained electronic transaction data from any period between January 1, 2001 until September 17, 2016. TRW will use reasonable efforts to produce records of those sales transactions not recorded or maintained

electronically in the existing electronic sales transaction databases. Additionally, TRW will provide to the State AGs any electronic transactional data including documents falling into the above categories that is provided to plaintiffs in any other case involving Occupant Safety Restraint Systems claims in the Automotive Parts Litigation, 12-md-02311. Notwithstanding any other provision in this Agreement, the State AGs and their experts agree that they shall maintain the transactional data that TRW will produce according to the provisions in paragraphs 16 and 17 of this Agreement, including that the California AG and its experts shall maintain the transactional data that TRW will produce as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS ONLY," as said designation is described in the Protective Order.

- c. TRW will produce all documents provided to or seized by Government Entities as of the Execution Date of this Agreement relating to their investigation into alleged competition violations with respect to Occupant Safety Restraint Systems, to the extent such documents were created in the ordinary course of business. TRW shall not be required to disclose to the State AGs the specific Government Entities to which documents were provided or by which documents were seized.
- d. TRW will produce non-privileged documents that are reasonably accessible that are sufficient to show TRW's general methodology for determination of its prices and bids for the products comprising the Occupant Safety Restraint Systems 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.

- e. TRW will produce non-privileged documents concerning Occupant Safety Restraint Systems, collected and reviewed in connection with TRW's internal investigation, that are relevant to the allegations in the Complaints in the Direct Purchaser, Automobile Dealership and/or End-Payor Actions, or that have been identified by TRW as relating to or concerning a communication, meeting, or agreement regarding Occupant Safety Restraint Systems, by any employee, officer or director of TRW with any employee, officer or director of another manufacturer or seller of Occupant Safety Restraint Systems, but that were not provided to or seized by Government Entities.
- f. TRW will produce documents that are reasonably accessible sufficient to show how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Occupant Safety Restraint Systems, 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.

9. In making any production contemplated by this Agreement, TRW 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. TRW shall provide a privilege log, to the extent it already exists or comes into existence as a result of other litigation in the Automotive Parts Antitrust

Litigation, 12-md-2311, 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, unless disclosure of the Document would be prohibited by a Government Entity, by the law of the relevant foreign jurisdiction, and/or prohibited by court order. If any privileged or protected document is accidentally or inadvertently produced, upon notice by TRW of such inadvertent production, the Settling States agree to return the document to TRW, and its production shall in no way be construed to have waived any privilege or protection attached to such document.

10. In the event that TRW produces documents or provides declarations or written responses to discovery to any Government Entity concerning Occupant Safety Restraint Systems, under any circumstances, to any party in the Occupant Safety Restraint System cases within Case No. 12-cv-0600, TRW shall produce all such documents, declarations, or written discovery responses to the Settling States contemporaneously with making the production, to the extent such documents, declarations, or written discovery responses have not previously been produced, and only after the Cooperation Start Date. The production of relevant documents shall include all English translations, to the extent they exist. Counsel for TRW shall not be required to disclose the specific Government Entity to which each such document, declaration, or written response to discovery was produced.

11. All Cooperation shall be coordinated in such a manner so that all duplication and expense is avoided to the maximum extent possible. The parties will use their best efforts to assure that any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations, and any request for post-Execution Date transactional data Pursuant to

Paragraph 8(c), shall be coordinated with, and occur at the same time and locations as, and simultaneous with, the attorney proffers, witness interviews, depositions and transactional data production to be provided pursuant to settlements of the Direct Purchaser, Automobile Dealership and End-Payor Actions. The State AGs shall to the extent practicable jointly conduct with settlement class counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions interviews and depositions of up to twelve (12) persons. The State AGs and Settling States consent to have counsel for other parties in the Automotive Parts Antitrust Litigation, 12-md-02311, and, with TRW's consent, counsel for other parties in similar actions in other jurisdictions, participate in the TRW proffers, interviews and depositions, provided that such counsel for other parties in similar actions in other jurisdictions agree to be bound by the Protective Order or a comparable protective order in their jurisdiction.

12. Subject to Paragraphs 16 and 17, and at such time as will occur in the Direct Purchaser, Automobile Dealership and End-Payor Actions and after the Cooperation Start Date, TRW's counsel will make themselves available to the State AGs in the United States for three (3) meetings of one (1) business day each to provide an attorney's proffer 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 including any information given to the DOJ and transactions for sale of Occupant Safety Restraint Systems inside and outside of the United States. Thereafter, TRW's counsel will make themselves available for reasonable follow-up conversations. TRW will in good faith consider requests for new or additional information or documents.

a. Notwithstanding any other provision in this Agreement, the California AG and their experts shall maintain all statements made by TRW's counsel as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS ONLY," as said designation is described in the Protective Order as described in Paragraph 16; and that the California AG and their experts shall not use the information received for any purpose other than the prosecution of claims or potential claims regarding Occupant Safety Restraint Systems. The parties and their counsel further agree that any statements made by TRW's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 12, shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, and except as to TRW, the State AGs may use information contained in such statements in the prosecution of the claims in Automotive Parts Antitrust Litigation, 12-md-02311 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 a reasonable opportunity for further investigation or discovery.

b. Upon reasonable notice and after the Cooperation Start Date, TRW shall make its best efforts to make available for interviews with State AGs and their experts, depositions, and testimony at hearings or trial, at a mutually agreed upon location or locations in the United States (except for testimony at hearings or trial), up to a total of twelve (12) witnesses who the settlement class counsel in the Direct Purchaser, End-Payor and Automobile Dealership Actions and the State AGs select together, and who may consist of current or former directors, officers, and/or employees of TRW who would reasonably assist the foregoing parties in the prosecution of the Occupant Safety Restraint Systems claims in Automotive Parts Litigation, 12-md-02311. The State AGs shall, to the maximum extent possible, jointly conduct with

settlement class counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions interviews and depositions these twelve (12) witnesses. Interviews shall each be limited to a total of eight (8) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of fourteen (14) hours, which would occur over two (2) consecutive days at the request of the interviewee. The State AGs agree to coordinate to the maximum extent possible and share interview time with counsel in the Automobile Dealership and End-Payor Actions so that TRW interviewees are not subjected to multiple interviews or duplicative questions in connection with TRW's cooperation in the Action. Upon reasonable notice by the State AGs, TRW shall use its best efforts to make available jointly to the State AGs and settlement class counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions 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 three (3) hours. To the extent that a person to be interviewed is not reasonably available in the United States for an interview, the interview will be conducted at a mutually agreed upon location elsewhere. In addition, notwithstanding the schedule set forth herein, to the extent that a person to be interviewed is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete interviews in a timely manner and in accommodation with such schedules.

c. Upon reasonable notice and after the Cooperation Start Date, TRW shall, make its best efforts to make available for deposition jointly with the State AGs and settlement class counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions: (i) a total of up to twelve (12) persons who settlement class counsel in the End-Payor and Automobile Dealership Actions and State AGs select from among the same twelve (12) persons who have

been chosen for interviews pursuant to Paragraph 12, and to provide (ii) up to twelve (12) declarations/affidavits from the same persons who have been chosen for interviews and depositions pursuant to Paragraph 12. If TRW is unable to make those same persons available for deposition or declaration then class counsel in the Direct Purchaser, End-Payor and Automobile Dealership Actions and the State AGs may jointly select a substitute deponent or declarant. Each deposition shall be conducted at a mutually agreed upon location, in the United States jointly with the State AGs and settlement class counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions and shall each be limited to a total of twelve (12) hours over two days. To the extent that a witness is not reasonably available in the United States for deposition, the deposition will be conducted at a mutually agreed upon location elsewhere. In addition, notwithstanding the schedule set forth herein, to the extent that a witness is unavailable because of travel and/or vacation schedules, the parties agree to use their best efforts to complete depositions in a timely manner and in accommodation with such schedules.

d. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of eighteen (18) hours, six (6) of which would occur over three (3) consecutive days at the request of the deponent. The State AGs agree to coordinate and share deposition time with counsel in the Direct Purchaser, Automobile Dealership and End-Payor Actions so that TRW interviewees are not subjected to multiple depositions or duplicative questions in connection with TRW's cooperation in the Action. Written notice to TRW's counsel shall constitute sufficient service of notice for such depositions. If State AGs request declarations/affidavits, such affidavits and declarations will be provided in English.

e. Upon reasonable notice, TRW shall make its best efforts to provide, for trial testimony, if necessary, up to six (6) persons from among the persons who have been

interviewed or deposed, which may consist of current or former directors, officers, and/or employees of TRW whom the class counsel in the Direct Purchaser, End-Payor and Automobile Dealership Actions and the State AGs reasonably and in good faith jointly believe possess knowledge of facts or information that would reasonably assist in the prosecution of the claims in Automotive Parts Litigation, 12-md-02311.

f. In addition to its cooperation obligations set forth herein, TRW agrees to produce through affidavit(s) or declaration(s) and/or at trial, in the State AGs discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of TRW's documents and transaction and/or cost data produced or to be produced, and to the extent possible, any TRW documents produced by Defendants or third-parties.

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

13. The State AGs may attend and/or participate in any witness interviews and/or depositions of current and/or former employees, directors, or officers of TRW 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 settlement agreements in the Direct Purchaser, Automobile Dealership and End-Payor Actions. This Agreement does not otherwise restrict the State AGs 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.

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

15. Settling States and the State AGs agree that they and their experts will not use the transactional data, documents, proffers and/or any other information provided by TRW or the Releasees or their representatives under this Agreement for any purpose other than the prosecution of their claims or potential claims regarding Occupant Safety Restraint Systems or as otherwise required by law. The State AGs shall not disclose such information or Documents provided by TRW to other claimants or potential claimants including direct purchaser plaintiffs, public entity plaintiffs, and opt out plaintiffs in Automotive Parts Antitrust Litigation, Master File No. 12-md-02311, except as required by Cal. Bus. & Prof. Code §§16600-17365 or Section Chapter 542 of the Florida Statutes, provided that the State AGs provide TRW with written notice at least 10 business days prior to such disclosure and permit TRW to object to such disclosure.. Disclosure to the Automobile Dealership Plaintiffs and/or the End-Payor Plaintiffs is permitted unless the Class Action Settlement Agreements do not receive final approval or Automobile Dealership Plaintiffs and/or the End Payor Plaintiffs seek to vacate, rescind or terminate their Class Action Settlement Agreements in accordance with the terms of such agreements or attempt to do so in an unauthorized manner. Notwithstanding the foregoing, no

information, statements and testimony provided by TRW or the Releasees or their representatives under this Agreement shall be used against TRW in the prosecution of the claims in *In re Automotive Parts Litigation*, 12-md-02311 or in the investigation or prosecution of claims or potential claims regarding Occupant Safety Restraint Systems against TRW or the Releasees.

16. 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 Order, to which the California AG agrees to be bound. All documents and other information provided pursuant to this Agreement will be deemed at least "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS ONLY," as said designation is described in the Protective Order, and subject to same as if they had been produced in response to discovery requests and so designated. The California AG also agrees that the Documents and information provided by TRW 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 TRW and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent TRW deems necessary and appropriate and at TRW's expense; to the extent consistent with Cal. Bus. & Prof. Code §§16600-17365, the California AG shall not take action adverse to TRW in connection with any such proceeding.

17. The Florida AG shall also serve, to the extent not done so already, and TRW agrees to accept service of, one or more Civil Investigative Demands requesting only such cooperation materials as specified pursuant this Agreement. TRW's disclosure of cooperation materials pursuant to this Agreement in connection with the Civil Investigative Demand(s) will be protected from disclosure by Section 542.28, Section 501.2065, and other provisions of the Florida Statutes and regulations. The Florida AG shall, as authorized by §542.28 Florida Statutes, keep any and all information or documents produced pursuant to the Civil Investigative Demand(s) confidential and restrict such use to only those uses permitted by state law. To the extent the Florida AG receives requests that it believes could require the production of any such information, the Florida AG shall first advise TRW and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent TRW deems necessary and appropriate and at TRW's expense; to the extent consistent with Chapter 542 and Section 501.2065 of the Florida Statutes of the Florida Statutes, the Florida AG shall not take action adverse to TRW in connection with any such proceeding.

18. In the event that this Agreement does not become final as between TRW and California, or the settlement complaint described in paragraph 4 is not dismissed with prejudice or this Agreement otherwise is terminated by either of these parties under any provision herein then: (1) this Agreement shall be of no force or effect as to TRW and California; (2) any and all parts of the California Settlement Amount and any income or interest earned upon this sum after it is paid into the account shall be returned forthwith to TRW; (3) TRW shall be entitled to any tax refunds owing to the California Settlement Amount; and (4) TRW expressly reserves all of their rights and defenses with respect to California.

19. In the event that this Agreement fails to receive any necessary approval by the Court or the settlement complaint described in Paragraph 4 is not dismissed with prejudice or this Agreement otherwise is terminated by either of these parties under any provision herein, the California AG agrees that it will not be permitted to use in any way or introduce into evidence against Releasees and any third parties, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Actions or in any other federal or state or foreign action alleging a violation of any law, any information, proffers, deposition testimony or any Documents provided by TRW, or any individual made available by TRW pursuant to cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, the California AG is not relinquishing any rights to pursue discovery against TRW in the event that this settlement fails to receive any necessary court approvals. The failure to receive any necessary court approval of TRW's settlement with the California AG will have no effect on the settlement between TRW and the Florida AG. In the event of the failure to receive any necessary court approval of TRW's settlement with the California AG, the California AG agrees not to seek or receive cooperation materials or other information or Documents from TRW obtained pursuant to cooperation from the End-Payer Plaintiffs, Automobile Dealership Plaintiffs, and/or Florida AG. This paragraph shall not be construed to limit the disclosure of Documents or information as permitted under California Government Code 11180 et seq.

20. The California AG further agrees that, should this Agreement not become final or this Agreement otherwise is terminated by either of these parties under any provision herein, all Documents provided by TRW pursuant to this agreement will be returned to TRW within sixty (60) days of termination or failure to become final. With permission in writing from TRW, the California AG may destroy some of all of the Documents provided by TRW instead of returning

them. Whether the Documents are returned or destroyed, the California AG will submit a written certification to TRW 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 TRW.

21. 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 TRW. Nor shall this Agreement be deemed as an admission by TRW 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 TRW, except in a proceeding or action to enforce this Agreement.

22. This Agreement does not settle or compromise any claim by the Settling States against any defendant or alleged co-conspirator other than TRW. 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 TRW shall, to the extent permitted or authorized by law, include the volume of sales of TRW.

23. 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.

24. 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.

25. 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.

26. Neither the Settling States nor TRW 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.

27. 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.

28. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settling States and TRW. The Releasees (other than TRW entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

29. The California AG and TRW 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 jurisdiction and 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 jurisdiction and venue shall lie in the Superior Court of the State of California, County of San Francisco.

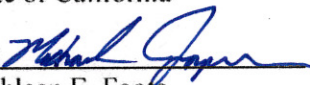
30. The Florida AG and TRW agree that with respect to the settlement with the Florida AG, this Agreement shall be governed by, construed, and enforced in accordance with

the laws of the State of Florida and the parties agree that jurisdiction and 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 jurisdiction and venue shall lie in the Second Circuit Court of the State of Florida.

31. 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: 12/19/16

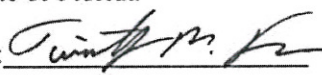
Kamala D. Harris
Attorney General
State of California

By: 
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

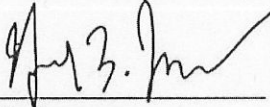
Dated: 12/15/16

Pamela Jo Bondi
Attorney General
State of Florida

By: 
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

Dated: 12/15/16

By: 

James P. Feeney

Howard B. Iwrey

DYKEMA GOSSETT PLLC

39577 Woodward Avenue, Suite 300

Bloomfield Hills, MI 48304

Telephone: (248) 203-0700

Facsimile: (248) 203-0763

*Attorneys for TRW Deutschland Holding
GmbH and ZF TRW Automotive Holdings
Corp. f/k/a TRW Automotive Holdings Corp.*