

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this 25th day of May, 2021 (the “Effective Date”) by and among KYB Corporation, previously known as Kayaba Industry Co. Ltd., and KYB Americas Corp. (together “KYB”) 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 shock absorbers, also known as dampers, (collectively the “Released Parts”);

WHEREAS, the State AGs believe that KYB 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 attorneys’ fees against KYB and litigation is warranted, but nevertheless believe that resolving their claims against KYB according to the terms of this Agreement is in the best interest of the Settling States in advancing their investigation;

WHEREAS, KYB denies the State AGs' allegations;

WHEREAS, KYB has entered into separate class action settlement agreements ("Class Action Settlement Agreements") in *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) ("MDL Litigation") with the following groups: (1) plaintiffs representing a class whose members include automobile dealership purchasers of the Released Parts ("Automobile Dealership Plaintiffs"), Case No. 2:15-cv-03302-MOB-MKM (the "Automobile Dealership Action"); and (2) plaintiffs representing a class whose members include end-user purchasers of the Released Parts ("End-Payor Plaintiffs"), Case No. 2:15-cv-03303-MOB-MKM (the "End-Payor Action") (collectively, the Automobile Dealership Action, and the End-Payor Action are referred to as the "Actions");

WHEREAS, these settlement agreements will result in the dismissal and release of claims by the Automobile Dealership Plaintiffs and End-Payor Plaintiffs;

WHEREAS, KYB, 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 potential future litigation, and to obtain the dismissal and releases contemplated by this Agreement, and to put to rest with finality all claims that could have been asserted against KYB 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 KYB, 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. KYB shall make a payment to the California AG in the amount of \$633,333.33 ("California Settlement Amount"). The California Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by California of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The California AG shall provide KYB with written payment processing instructions for payment by electronic transfer. KYB shall pay the California AG within the later of (1) fifteen (15) calendar days after the Effective Date, or (2) fifteen (15) calendar days of receiving written payment processing instructions from the California AG. No part of the California Settlement Amount paid by KYB shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

2. KYB shall make a payment to the Florida AG in the amount of \$316,666.67 ("Florida Settlement Amount"). The Florida Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by Florida of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The Florida AG shall provide KYB with written payment processing instructions for payment by electronic transfer. KYB shall pay the Florida AG within the later of (1) fifteen (15) calendar days after the Effective Date, or (2) fifteen (15) calendar days of receiving written payment processing instructions from the Florida AG. No part of the Florida Settlement Amount paid by KYB shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

3. The Settling States agree that, other than the settlement amounts, as listed herein, they shall have no other recovery of costs, fees, attorneys' fees, damages, penalties, or injunctive or other relief against KYB and KYB's past and present direct and indirect parents, subsidiary companies and affiliates, including their respective predecessors, successors and assigns, and each and all of the present and former principals, partners, officers, directors, supervisors, employees, stockholders, members, insurers, attorneys, and assigns of each and every of the foregoing ("Releasees").

4. In consideration of the payment of the settlement amounts, 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 in any actions by or on behalf of the Settling States, or by or on behalf of any of the entities included with the foregoing definitions of California and Florida, arising out of or relating to any act or omission of Releasees or of persons or entities alleged to be co-conspirators of Releasees concerning price-fixing, market allocation, bid-rigging, or any unfair or deceptive 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").

5. With respect to the Released Claims, the State of California expressly waives and releases, as of the Effective Date, 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

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.

6. The California AG and KYB 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 KYB, but not as to any defendant other than KYB. 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 KYB. The California AG and KYB 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. KYB agrees to waive service of process of the complaint filed by the California AG. The California AG and KYB 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 KYB.

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 Settling States, expressly waive and fully, finally, and forever settle and release, as of the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that KYB 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; breach of contract claims in the ordinary course of business; or related to defeat devices or auxiliary emission control devices (“AECDS”), including without limitation claims

related to the design, marketing, calibration, manufacturing, or sale of hardware or software related to defeat devices or AECDs; 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 provided herein shall not have an effect on any claims, under federal, California, or Florida laws, brought by litigants other than the Settling States against KYB, 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. 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 Federal Rule of Civil Procedure 34(a), 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 KYB has provided to government entities relating to their investigations into alleged competition violations with respect to the Released Parts.

10. In return for the release and settlement amounts as provided herein, KYB agrees to provide cooperation, upon written request by a State AG, to the Settling States, as set forth specifically below (“Cooperation”). The State AGs shall request Cooperation only if reasonably necessary to the litigation of claims, in the event that the State AGs have initiated litigation, relating to the alleged suppression and elimination of competition in the sale of Released Parts, or for certain Cooperation identified specifically below, are actively pursuing an investigation relating to the alleged suppression and elimination of competition by the fixing of prices for shock absorbers. The State AGs shall meet and confer with KYB to determine the scope of the requested

Cooperation. KYB agrees to the sharing of, disclosure or discussion of information or Documents produced, or provided pursuant to this Agreement and the Class Action Settlement Agreements among the State AGs, End-Payor Plaintiffs, and the Automobile Dealership Plaintiffs, as permitted with the End-Payor Plaintiffs or Automobile Dealership Plaintiffs unless the Class Action Settlement Agreements fail to receive final approval.

11. Within forty-five (45) days of a State AG request, KYB shall, to the best of its knowledge, identify those vehicles sold in the United States from January 1, through the Effective Date of this Agreement that contain Released Parts sold by KYB.

12. In the event that KYB produces Documents, including translations, or provides declarations or written responses to discovery to any party or nonparty in the MDL Litigation, concerning or relating to the Actions (“Relevant Production”), KYB shall notify the State AGs and, upon request of a State AG, produce all such Documents, declarations or written discovery responses to the State AG contemporaneously with making the Relevant Production. In the event that the State AGs have initiated litigation relating to the alleged suppression and elimination of competition in the sale of Released Parts, KYB shall, upon the request of a State AG, provide the State AG with all cooperation it provides pursuant to any settlement agreement with other parties in the MDL Litigation, including, but not limited to, the direct purchaser plaintiffs. To the extent that such cooperation includes any attorney proffer, witness interviews, or depositions of witnesses in addition to those, if any, already provided for in this Agreement, the State AGs shall be permitted to attend and/or participate in such attorney proffer, witness interviews or depositions, and shall be entitled to ask questions for a period up to three (3) hours at any interview or deposition (provided that this shall not expand the time permitted for any deposition). All such additional cooperation shall be coordinated, to the extent reasonably practicable, between the State AGs,

settlement class counsel for Automobile Dealership Plaintiffs (“Auto Dealer Settlement Class Counsel”), settlement class counsel for the End-Payor Plaintiffs (“End-Payor Settlement Class Counsel”), or such other party to whom such cooperation is provided pursuant to a settlement agreement. The State AGs’ receipt of, or participation in, cooperation provided by KYB shall not in any way limit the State AGs’ entitlement to receive cooperation as set forth in this Agreement, including but not limited to, attorney proffers, witness interviews, and depositions.

13. This Agreement does not otherwise restrict the State AGs from attending and/or participating in any deposition in the MDL Litigation. The State AGs may attend, or participate in any depositions in the MDL Litigation of KYB’s witnesses noticed by another party in the MDL Litigation in addition to the depositions set forth in Paragraph 17 below, and the State AGs together with Auto Dealer Settlement Counsel and End-Payor Settlement Class Counsel may ask questions for a combined total of three (3) hours at such deposition to begin after the party that noticed the deposition has completed its questioning, provided that the time for participation of the State AGs, Auto Dealer Settlement Class Counsel, and End-Payor Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and the State AGs will not ask the Court to enlarge the time of any deposition noticed of a KYB current or former employee. The parties agree to reasonably negotiate the allocation of time prior to any deposition. Participation by the State AGs in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 17 below. The State AGs agree to use their best efforts to ensure that any depositions taken under Paragraph 17 below are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

14. Identity of Individuals. In the event that the State AGs are actively pursuing an investigation relating to the alleged suppression and elimination of competition by the fixing of

prices for shock absorbers, State AGs may request and counsel for KYB shall identify all individuals that testified in court, were deposed or were interviewed pursuant to any settlement agreement with other parties in this MDL Litigation. In the event that the State AGs have initiated litigation relating to the alleged suppression and elimination of competition by the fixing of prices for Released Parts, a State AG may request and counsel for KYB shall provide the State AG with the identity of all current and former employees, directors and officers of KYB who: (1) were interviewed and/or prosecuted by any Government Entity (defined as the United States Department of Justice (“DOJ”), the Japanese Fair Trade Commission (“JFTC”), the European Commission (“EU”), or any other government entity) in connection with alleged price fixing, bid rigging and market allocation of the Released Parts; (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 the DOJ as having knowledge or information relating to the DOJ’s investigation into alleged antitrust violations with respect to the Released Parts. Counsel for KYB shall not be required to disclose to the State AGs the specific Government Entities to which each such current and former employee, director or officer of KYB was identified and before which they appeared.

15. Transactional Data. In the event that the State AGs are actively pursuing an investigation relating to the alleged suppression and elimination of competition in by the fixing of prices for Released Parts, a State AG may request and KYB will use its best efforts to complete the production of transactional data no later than forty-five (45) days after such request: copies of transactional data productions made in the Actions. In the event that the State AGs have initiated litigation relating to the alleged suppression and elimination of competition by the fixing of prices for Released Parts, State AGs may request and KYB will use its best efforts to complete the production of the following transactional data no later than forty-five (45) days after such request:

transactional data or documents sufficient to show KYB's sales of the Released Parts sold to Original Equipment Manufacturers or other purchasers of the Released Parts from January 1, 1998 through up to two years after the Effective Date of this Agreement. KYB shall preserve such transactional data until two (2) years after the Effective Date of this Agreement. KYB will produce transactional data only from existing electronic transactional databases, except that, to the extent KYB has not recorded or maintained electronic transaction data relating to the Released Parts for any period between January 1, 1993 and two (2) years from the Effective Date of this Agreement, then KYB will use reasonable efforts to produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction database.

16. Documents. In the event that the State AGs are actively pursuing an investigation relating to the alleged suppression and elimination of competition by the fixing of prices for shock absorbers, State AGs may request and KYB will use its best efforts to complete the production of the following Documents no later than forty-five (45) days after such request: copies of Documents produced in the Actions. In the event that the State AGs have initiated litigation relating to the alleged suppression and elimination of competition fixing of prices for Released Parts, a State AG may request and KYB will use its best efforts to complete the production of the following Documents no later than thirty (30) days after such request, including English translations, to the extent they exist: (1) Documents provided to or seized by Government Entities relating to their investigation into alleged competition violations with respect to the Released Parts; (2) non-privileged Documents concerning the Released Parts collected and reviewed in connection with a communication, meeting, or agreement regarding the Released Parts, by any employee, officer or director of KYB with any employee, officer, or director of another manufacturer or seller of the Released Parts, but that were not provided to or seized by Government Entities; (3) Documents

sufficient to show KYB's determination of prices for the Released Parts; (4) Documents soliciting requests for quotation ("RFQ"), bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments for the Released Parts, including any Annual Price Reduction (APR) Documents; and (5) Documents or non-public information regarding collusion with respect to any other automotive part that is the subject of the MDL Litigation. As to Documents in KYB's possession, custody, or control that are not listed above, KYB will consider in good faith any reasonable request by a State AG to collect and produce such Documents provided the request would not impose an undue burden on KYB.

17. Attorney Proffers and Witness Interviews. In the event that the State AGs have initiated litigation relating to the alleged suppression and elimination of competition by the fixing of prices for Released Parts, a State AG may request certain attorney proffers or witness interviews specified herein. Upon the request of a State AG:

(a) KYB's counsel will make themselves available at a mutually agreed location in the United States for up to two (2) meetings of one business day each, within thirty (30) business days after the State AG's request, to provide an attorneys' proffer of facts known to them regarding the Released Parts. Thereafter, KYB's counsel will make themselves available for reasonable follow-up conversations in connection with the attorney's proffers, and will use best efforts to respond to questions posed by the State AG.

(b) KYB further agrees to make six (6) persons knowledgeable regarding the Released Parts available for interviews and depositions, provide six (6) declarations or affidavits from the same persons, and make those persons available to testify at trial. If mutually agreed, such interviews and depositions may occur via videoconference or

teleconference. The interviews and depositions shall be conducted at a mutually agreed upon location in the United States, and each deposition shall be limited to a total of seven (7) hours over one (1) day unless the deposition is in a language other than English, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) days. If the interview, deposition or trial takes place outside the country of the witness's residence, the State AG, End-Payor Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall together reimburse half the reasonable travel costs incurred by such persons for time or services rendered. The State AG shall be responsible for coordinating such reimbursements with End-Payor Settlement Class Counsel and Auto Dealer Settlement Class Counsel and timely providing such reimbursement to such persons. Such travel expenses may include economy airfare, meals, lodging and ground transportation, but not airfare for business or first class seats. Reimbursable expenses shall not exceed \$1,500 per deponent or trial witness. If the interview and the above-described deposition occur during the same trip, the above-limitations will apply to that trip. The State AG shall provide KYB with no less than 30 calendar days' written notice prior to the requested date of any such interview, deposition, or trial testimony.

(c) In addition to its Cooperation obligations set forth herein, KYB agrees to produce through affidavit(s), declaration(s), and/or at trial, at 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 Documents or transactional data produced or to be produced by KYB. The State AGs agree to use

their best efforts to obtain stipulations that would avoid the need to call KYB witnesses at trial for the purpose of obtaining such evidentiary foundations.

18. KYB's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, KYB'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 all actions in the MDL Litigation against all Defendants.

19. In the event that this Agreement is terminated by any party under any provision herein, the parties agree that neither the State AGs or the Settling States shall be permitted to introduce into evidence against Releasees, 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 relating to the subject matter of the Actions, any Documents provided by KYB and/or the other Releasees, their counsel, or any individual made available by KYB pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). This limitation shall not apply to any discovery of KYB which the State AGs may participate in as part of the MDL Litigation. Notwithstanding anything contained herein, the State AGs and Settling States are not relinquishing any rights to pursue discovery against KYB in the event that it is terminated by any party under any provision herein.

20. KYB and other Releasees need not respond to formal discovery requests from the State AGs or otherwise participate in the Actions during the pendency of this Agreement, with the exception of the Cooperation provisions set forth above. Other than to enforce the terms of this Agreement, neither KYB nor the State AGs shall file motions against the other in the Actions during the pendency of this Agreement.

21. If a State AG believes that KYB or any current employee, officer or director of KYB, or persons otherwise controlled by KYB, has failed to cooperate under the terms of this Agreement, the State AG may seek an Order from the Court compelling such cooperation. Nothing in this provision shall limit in any way KYB'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.

22. 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 in *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (Dkt. No. 200) ("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," as said designation is described in the Protective Order, and subject to the Protective Order 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 KYB'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.

23. The California AG agrees that the Documents and information provided by KYB 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 KYB and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent KYB deems necessary and appropriate and at KYB's expense.

24. To the extent that KYB is obligated to provide Documents, witness interviews or testimony pursuant to any of the provisions of this Agreement, the Florida AG shall serve, and KYB agrees to accept service of process of, Civil Investigative Demands ("CID") requesting documents, witness interviews, and testimony to be provided by KYB pursuant to this Agreement. Such CIDs shall not seek Documents, interviews or testimony beyond what KYB would otherwise be obligated to produce pursuant under the Cooperation provisions of this of 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.

25. The release set forth in this Agreement shall not release KYB's obligations to provide Cooperation pursuant to this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, KYB'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 the MDL Litigation 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 and any and all negotiations, documents, cooperation, and discussions associated with it 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 against KYB 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 KYB. 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 KYB includes the volume of sales made by KYB.

28. 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.

29. 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.

30. 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.

31. Neither the Settling States nor KYB 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.

32. 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.

33. The California AG and KYB 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 U.S. 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.

34. The Florida AG and KYB 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 the U.S. 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.

35. 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: 7/6/21

Xavier Becerra
Attorney General of California

By: 
Kathleen E. Foote
Senior Assistant Attorney General
Anik Banerjee

Dated: 5/26/2021

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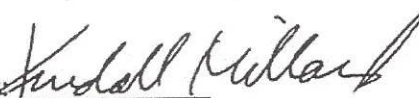
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Dated: MAY 25, 2021

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