

# Exhibit H

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into this 14th day of April, 2016 (the “Execution Date”), by and among Defendants Okaya Electric Industries Co., Ltd. and Okaya Electric America, Inc. (the “Settling Defendants”) and Plaintiffs Chip-Tech, Ltd, Dependable Component Supply Corp., eIQ Energy, Inc., and Walker Component Group, Inc. (together, the “Direct Purchaser Plaintiffs” or “Plaintiffs”), who have filed suit as representatives of a class of similarly situated direct purchasers of electrolytic, aluminum, tantalum, and/or film capacitors (“Capacitors”), as more specifically defined below, in the class action *In re Capacitors Antitrust Litigation*, Master Docket No. 14-cv-3264-JD, currently pending before the Honorable James Donato in the United States District Court for the Northern District of California (“the Action”). Plaintiffs enter into this Settlement Agreement both individually and on behalf the direct purchaser class they seek to represent (the “Settlement Class” defined below). This Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

**WHEREAS**, Direct Purchaser Plaintiffs are prosecuting the Action on their own behalf and on behalf of the Settlement Class against the Settling Defendants and other Defendants and alleged co-conspirators;

**WHEREAS**, Direct Purchaser Plaintiffs allege, among other things, that the Settling Defendants participated in an unlawful conspiracy to fix prices and allocate markets for Capacitors in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*;

**WHEREAS**, the Settling Defendants have denied and continue to deny each and all of Direct Purchaser Plaintiffs’ claims and allegations of wrongdoing; have not conceded or admitted

any liability, or that they violated or breached any law, regulation, or duty owed to the Direct Purchaser Plaintiffs; have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action; and further deny the allegations that Direct Purchaser Plaintiffs or any member of the Settlement Class (“Settlement Class Members”) were harmed by any conduct by the Okaya Defendants alleged in the Action or otherwise;

**WHEREAS**, Direct Purchaser Plaintiffs and Defendants have engaged in extensive discovery regarding the facts pertaining to Direct Purchaser Plaintiffs’ claims and Defendants’ defenses;

**WHEREAS**, Direct Purchaser Plaintiffs and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Okaya Defendants or of the truth of any of the claims or allegations alleged in the Action;

**WHEREAS**, Direct Purchaser Plaintiffs have thoroughly analyzed the facts and the law regarding the Action and have concluded that a settlement with the Settling Defendants at this time according to the terms set forth below is fair, adequate and reasonable, and in the best interest of Plaintiffs and the Settlement Class;

**WHEREAS**, the Settling Defendants have concluded, despite their belief that they are not liable for the claims asserted against them in the Action and that they have good defenses thereto, that they will enter into this Settlement Agreement in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to put to

rest this controversy with respect to the Direct Purchaser Plaintiffs and the Settlement Class and avoid the risks inherent in complex litigation; and

**WHEREAS**, arm's-length settlement negotiations have taken place between counsel for Direct Purchaser Plaintiffs and the Settling Defendants, and this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and Direct Purchaser Plaintiffs, both individually and on behalf of the Settlement Class, has been reached as a result of the parties' negotiations (subject to the approval of the Court) as provided herein and is intended to supersede any prior agreements or understandings between the Settling Parties;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among the Settling Parties, by and through their undersigned attorneys of record, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, that the Action be finally and fully settled, compromised, and dismissed on the merits and with prejudice as to the Settling Defendants only, without costs as to Direct Purchaser Plaintiffs, the Settlement Class, or the Okaya Defendants, upon and subject to the approval of the Court, following notice to the Settlement Class, on the following terms and conditions:

**Definitions**

The following terms, as used in this Settlement Agreement, shall have the following meanings:

a. "Action" means the instant direct purchaser individual and representative action captioned *In re Capacitors Antitrust Litigation*, Master Docket No. 14-cv-3264-JD, pending in the United States District Court for the Northern District of California.

b. "Affiliates" means entities controlling, controlled by or under common control with a Releasee or Releasor.

c. “Authorized Claimant” means any Direct Purchaser Plaintiff who, in accordance with the terms of this Settlement Agreement, submits timely claims that are accepted by the Claims Administrator and approved by the Court in accordance with the applicable Distribution Plan or order of the Court ordering distribution to the Settlement Class.

d. “Capacitors” means electrolytic, aluminum, tantalum, and/or film capacitors, as they have been defined by the Direct Purchaser Plaintiffs in the Action.

e. “Claims Administrator” means that person engaged by Direct Purchaser Plaintiffs to administer the settlement, including but not limited to disseminating notice, receiving claims and disbursing the Settlement Fund.

f. “Class Action” means the Action and all cases consolidated therein.

g. “Class Counsel” refers to the Joseph Saveri Law Firm, Inc.

h. “Class Member” means any person or entity meeting the definition of “Settlement Class” and who does not timely and validly elect to be excluded from the Settlement Class in accordance with the procedure to be established by the Court.

i. “Class Period” means the period from and including January 1, 2002 up to and including July 22, 2015.

j. “Class Representatives” refer to Chip-Tech, Ltd, Dependable Component Supply Corp., eIQ Energy, Inc., and Walker Component Group, Inc.

k. “Court” or “District Court” means the United States District Court for the Northern District of California.

l. “Defendant” or “Defendants” means Panasonic Corporation; Panasonic Corporation of North America; SANYO Electric Co., Ltd.; SANYO North America Corporation; NEC TOKIN Corporation; NEC TOKIN America, Inc.; KEMET Corporation; KEMET

Electronics Corporation; Nippon Chemi-Con Corporation; United Chemi-Con, Inc.; Hitachi Chemical Co., Ltd.; Hitachi AIC Inc.; Hitachi Chemical Co. America, Ltd.; Fujitsu Ltd.; Nichicon Corporation; Nichicon (America) Corporation; AVX Corporation; Rubycon Corporation; Rubycon America Inc.; ELNA Co., Ltd.; ELNA America Inc.; Matsuo Electric Co., Ltd.; TOSHIN KOGYO Co., Ltd.; Holy Stone Enterprise Co., Ltd.; Milestone Global Technology, Inc. (D/B/A HolyStone International); Okaya Electric Industries Co., Ltd. and Okaya Electric America, Inc.; Vishay Polytech Co., Ltd.; ROHM Co., Ltd.; ROHM Semiconductor U.S.A., LLC; Taitso Corporation; Taitso America, Inc.; Shinyei Kaisha; Shinyei Technology Co., Ltd.; Shinyei Capacitor Co., Ltd.; Shinyei Corporation of America, Inc.; Nitsuko Electronics Corporation; Nissei Electric Co., Ltd.; Soshin Electric Co., Ltd.; Soshin Electronics of America, Inc.; Shizuki Electric Co., Ltd.; and American Shizuki Corporation.

m. “Document” is synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.

n. “Effective Date” means the first date after which all of the following events and conditions have been met or have occurred:

1. All parties have executed this Settlement Agreement;
2. The Court has entered an order (following Preliminary Approval of the Settlement Agreement, Notice to the Settlement Class, and the Fairness Hearing), approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action against the Settling Defendants with prejudice as to all Settlement Class Members (the “Final Judgment”); and

3. The Final Judgment has become final, with the occurrence of the following: (a) the expiration of the time for appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement and entry of the Final Judgment or (b) if an appeal from an approval and Final Judgment is taken, the affirmance of such Final Judgment in its entirety, without modification, by the court of last resort to which an appeal of such Final Judgment may be taken, provided, however, a modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Fund or any plan of allocation or distribution of the Settlement Fund shall not be deemed a modification of all or part of the terms of this Settlement Agreement or the Final Judgment (the "Effective Date"). It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

o. "Escrow Account" means that escrow account to be established with a bank or trust company pursuant to the terms and conditions of the Escrow Agreement.

p. "Escrow Agent" means the bank or trust company that agrees to establish and maintain the Escrow Account pursuant to the terms of the Escrow Agreement.

q. "Escrow Agreement" means an escrow agreement in a form mutually satisfactory to Direct Purchaser Plaintiffs and the Settling Defendants.

r. "Execution Date" means April 14, 2016.

s. "Final Judgment" means a final order approving the Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action and all claims therein against the Okaya Defendants with prejudice as to all Settlement Class Members.

t. “Okaya Defendants” means Defendants Okaya Electric Industries Co., Ltd. and Okaya Electric America, Inc., and their respective past and present direct and indirect parents, members, subsidiaries, and Affiliates, and the respective past, and present officers, directors, employees, managers, members, partners, agents, shareholders (in their capacity as shareholders), attorneys and legal representatives, assigns, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, but excludes Non-Settling Defendants and any other alleged co-conspirator.

u. “Non-Settling Defendants” means Panasonic Corporation; Panasonic Corporation of North America; SANYO Electric Co., Ltd.; SANYO North America Corporation; NEC TOKIN Corporation; NEC TOKIN America, Inc.; Fujitsu Ltd.; KEMET Corporation; KEMET Electronics Corporation; Nippon Chemi-Con Corporation; United Chemi-Con, Inc.; Hitachi Chemical Co., Ltd.; Hitachi AIC Inc.; Hitachi Chemical Co. America, Ltd.; Nichicon Corporation; Nichicon (America) Corporation; AVX Corporation; Rubycon Corporation; Rubycon America Inc.; ELNA Co., Ltd.; ELNA America Inc.; Matsuo Electric Co., Ltd.; Nitsuko Electronics Corporation; TOSHIN KOGYO Co., Ltd.; Holy Stone Enterprise Co., Ltd.; Milestone Global Technology, Inc. (D/B/A HolyStone International); Vishay Polytech Co., Ltd.; ROHM Co., Ltd.; ROHM Semiconductor U.S.A., LLC; Taitso Corporation; Taitso America, Inc.; Shinyei Kaisha; Shinyei Technology Co., Ltd.; Shinyei Capacitor Co., Ltd.; Shinyei Corporation of America, Inc.; Nissei Electric Co., Ltd.; Soshin Electric Co., Ltd.; Soshin Electronics of America, Inc.; Shizuki Electric Co., Ltd.; and/or American Shizuki Corporation

v. “Person” means an individual or an entity.

w. “Preliminary Approval Motion” means a motion requesting entry of an Order in form and substance mutually satisfactory to Direct Purchaser Plaintiffs and the Settling



Defendants preliminarily approving the settlement and, pursuant to the terms of Paragraphs 2-5, if practicable, authorizing dissemination of notice to the Settlement Class and scheduling a hearing for final approval of the settlement and for an award of attorneys' fees, reimbursement of costs and incentive awards to Class Representatives.

x. "Released Claims" means those claims released pursuant to Paragraphs 12 to 18 of this Settlement Agreement.

y. "Releasees" refers jointly and severally, individually and collectively to the Okaya Defendants as defined in Paragraph (t) above.

z. "Releasers" refers jointly and severally, individually and collectively to Direct Purchaser Plaintiffs and Settlement Class Members, and their respective past and present parents, members, subsidiaries, Affiliates, officers, directors, employees, agents, attorneys, servants, and representatives (and the parents', members', subsidiaries', and Affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

aa. "Settlement Agreement" means this Settlement Agreement, dated April 14, 2016.

bb. "Settlement Amount" means the sum of Three Million Six Hundred and Fifty Thousand Dollars (\$3,650,000) as set forth in Paragraphs 19 to 21 below, payable in lawful money of the United States.

cc. "Settlement Class" means all persons in the United States that purchased Capacitors (including through controlled subsidiaries, agents, Affiliates or joint-ventures) directly from any of the Defendants, their subsidiaries, agents, Affiliates or joint ventures from January 1, 2002 through July 22, 2015. Excluded from the Settlement Class are Defendants and their subsidiaries, agents, affiliates, and co-conspirators. Also excluded are all governmental

entities, and the judges and chambers staff in this Action, as well as any members of their immediate families.

dd. “Settlement Fund” means the Settlement Amount and any interest earned on that amount.

ee. “Settling Defendants” refers to Okaya Electric Industries Co., Ltd. and Okaya Electric America, Inc.

ff. “Settling Parties” means, collectively, Direct Purchaser Plaintiffs (on behalf of themselves and the Settlement Class) and the Okaya Defendants.

**Approval of this Settlement Agreement and Dismissal of Claims**

1. ***Best Efforts to Effectuate this Settlement.*** Direct Purchaser Plaintiffs and the Settling Defendants shall use their best efforts to effectuate this Settlement Agreement, and shall cooperate in the Direct Purchaser Plaintiffs’ efforts to promptly seek and obtain the Court’s preliminary and final approval of this Settlement Agreement (including providing appropriate affidavits and cooperating to provide the Settlement Class with notice under Federal Rules of Civil Procedure 23 (c) and (e)) and to secure the prompt, complete, and final dismissal with prejudice of the Action as to the Settling Defendants only.

2. ***Motion for Preliminary Approval and Notice to Settlement Class Members.*** At a time to be determined by Class Counsel, but no earlier than ten (10) court days after the Execution Date, Direct Purchaser Plaintiffs shall submit this Settlement Agreement to the Court with a Motion for Preliminary Approval, requesting entry of an Order in form and substance mutually satisfactory to Direct Purchaser Plaintiffs and the Settling Defendants preliminarily approving the Settlement, authorizing dissemination of notice to the Settlement Class, scheduling a hearing for final approval of the Settlement, and seeking an advancement for costs of Settlement Notice and related administrative costs, in an amount not to exceed \$100,000 (the

“Preliminary Approval Motion”). Additionally, in the Notice to the Settlement Class, in the discretion of Class Counsel, Plaintiffs may seek an award of attorneys’ fees, reimbursement of costs and incentive awards to Class Representatives.

3. The Preliminary Approval Motion shall include the proposed form of, method for, and timetable for dissemination of notice to the Settlement Class and shall recite and ask the Court to find that the proposed form of and method for dissemination of the notice to the Class constitutes valid, due, and sufficient notice to the Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23. Unless otherwise directed by the Court, individual notice of the settlement shall be mailed and/or e-mailed by the Claims Administrator to Persons identified as direct purchasers of Capacitors in the United States from Defendants during the Class Period.

4. Class Counsel may, to the extent practicable and to the extent consistent with this Settlement Agreement, seek to combine dissemination of notice of this Settlement Agreement and the proposed certification of the Settlement Class for settlement purposes with notice of other settlement agreements as have or may be reached with other Defendants in order to reduce the expense of notice. The text of the notice shall be agreed upon by Plaintiffs and Settling Defendants before submission of the notice to the Court for approval.

5. At least three (3) business days prior to the filing of any motions or other papers in connection with this Settlement, including, without limitation, the Preliminary Approval Motion and the Motion for Final Approval of the Settlement, Class Counsel will send working drafts of these papers to counsel for the Settling Defendants. The text of any proposed form of order preliminarily or finally approving the Settlement shall be agreed upon by Plaintiffs and the Settling Defendants before it is submitted to the Court.

6. **Claims Administrator.** Direct Purchaser Plaintiffs shall retain a Claims Administrator, which shall be responsible for the claims administration process, distribution to Class Members, withholding and paying applicable taxes, and other duties as provided herein. The fees and expenses of the Claims Administrator shall be paid exclusively out of the Settlement Fund. In no event shall the Okaya Defendants be separately responsible for any fees or expenses of the Claims Administrator.

7. **Requests for Exclusion (Opt Outs).** Any Settlement Class Member that wishes to seek exclusion from the Settlement Class by “opting out” must timely submit a written request for Exclusion to the Claims Administrator (a “Request for Exclusion”). To be effective, such Requests for Exclusion must state: the Settlement Class Member’s full legal name, address, and telephone number; that the Settlement Class Member purchased Capacitors directly from one or more of the Defendants during the Class Period, and a statement that the Settlement Class Member (1) wants to be excluded from the Capacitors Antitrust Litigation class action settlement with the Okaya Defendants and (2) understands that by so doing, the Settlement Class Member will not be able to get any money or benefits from the settlement with the Okaya Defendants under the Settlement Agreement. All Requests for Exclusion must be signed and dated by the Settlement Class Member or its officer or legal representative and be (1) mailed to the Claims Administrator via First Class United States Mail (or United States Mail for overnight delivery) and postmarked by a date certain to be specified on the Notice, which will be at least forty-five (45) calendar days after the Claims Administrator makes the initial mailing of the Notice, or (2) received by the Claims Administrator by that date, provided, however, that if a Settlement Class Member mails the Opt-Out Statement pursuant to option (1), it will be effective only if received by the Claims Administrator on or before ten (10) calendar days after the end of the Opt-Out

Period (as defined in the Notice). The Claims Administrator shall provide to all counsel for the Settling Parties all opt-out statements and shall prepare a summary of the opt outs to be filed with the Court. With the Motion for Final Judgment, Class Counsel will file with the Court a complete list of requests for exclusion from the Class, including only the name, city, and state of the person or entity requesting exclusion. Persons who opt out are not entitled to any monetary award under the Settlement Fund.

8. ***Motion for Final Approval and Entry of Final Judgment.*** Not less than thirty five (35) days prior to the date set by the Court to consider whether this Settlement should be finally approved, Plaintiffs shall submit, and the Settling Defendants shall not object to, a Motion for Final Approval of the Settlement by the Court seeking approval of the Court and entry of an order:

- a. certifying the Settlement Class, pursuant to Federal Rule of Civil Procedure 23, solely for purposes of Settlement;
- b. fully and finally approving this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation according to its terms and conditions;
- c. finding that the notice given to Settlement Class members constitutes the best notice practicable under the circumstances and complies in all due respects with the due, adequate and sufficient notice requirements of Federal Rule of Civil Procedure 23, and meets the requirements of due process;
- d. directing that, as to the Settling Defendants, the Action be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;
- e. discharging and releasing the Releasees from the Released Claims;
- f. permanently barring and enjoining the institution and prosecution, by Direct Purchaser Plaintiffs and Class Members, of any other action against the Releasees;

- g. reserving continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including all future proceedings concerning the administration, interpretation, consummation, and enforcement of this settlement, to the District Court;
- h. finding under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to the Settling Defendants shall be final and entered forthwith; and
- i. containing such other and further provisions consistent with the terms of this Settlement Agreement.

9. **Stay Order.** Upon the Execution Date, the Action shall be stayed as against the Settling Defendants only. Should the Action be tried against any or all Non-Settling Defendants, the parties specifically agree that any findings therein shall not be binding on or admissible in evidence against the Okaya Defendants or prejudice the Okaya Defendants in any way in any future proceeding involving the Okaya Defendants.

10. Upon the Date that the Court enters an order preliminarily approving the Settlement, Direct Purchaser Plaintiffs and members of the Settlement Class shall be barred and enjoined from commencing, instituting, or continuing to prosecute any action or any proceeding against the Okaya Defendants in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind based on the Released Claims.

11. Nothing in this Settlement Agreement shall prohibit the Direct Purchaser Plaintiffs or Class Counsel from continuing to participate in discovery in the Action against other Defendants or third parties other than the Okaya Defendants, subject to the provisions of Paragraphs 22-27.

#### **Release and Discharge**

12. **Released Claims.** In addition to the effect of the Final Judgment entered in accordance with this Settlement Agreement, upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount specified in Paragraphs 19 and 20 of this

Settlement Agreement, the Releasees shall be completely released, acquitted, and forever discharged from any and all manner of claims, demands, rights, actions, suits, and causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, injuries, and attorneys' fees that Releasors, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, whether known or unknown, relating in any way to any conduct by Releasees alleged in the Action and any joint and several liability arising from the conduct of any of the Defendants in the Action or other alleged co-conspirators prior to the Effective Date arising under or relating to any United States federal or state (1) antitrust laws, (2) unfair competition, unfair practices, or trade practice laws, (3) civil conspiracy, or (4) common law or statutory fraud claims, whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory and regardless of the type or amount of relief or damages claimed, or claims that have been, could have been, or in the future might have in law or in equity, on account of arising out of, resulting from, or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date, concerning the purchase, pricing, selling, discounting, marketing, manufacturing, and/or distributing of Capacitors (the "Released Claims"). The Released Claims also include, but are not limited to, all claims asserted or which could have been asserted in the Action relating to or arising out of the facts, occurrences, transactions, statements, or other matters alleged in the Action, whether known or unknown. However, nothing herein shall be construed to release any claim relative to any product defect, breach of warranty, breach of contract, trade claims, claims under the Uniform Commercial Code, or similar claims between Settlement Class Members and

the Okaya Defendants relating to Capacitors or any claim for personal or bodily injury. Released Claims also do not include claims based on indirect purchases of Capacitors.

13. ***Covenant Not to Sue.*** The Releasors agree that they shall not, after the Effective Date of this Settlement Agreement, directly or indirectly, assert any claim or commence, institute, maintain or prosecute any suit, action, complaint, or proceeding seeking to recover against the Okaya Defendants or any of the Releasees (including pursuant to the Action) based on any of the Released Claims, whether on his, her, or its own behalf or as part of any putative, purported or certified class of purchasers. Releasors and Class Counsel acknowledge that they and the Okaya Defendants each consider it to be a material term of this Settlement Agreement that all Releasors will be bound by the provisions of this paragraph.

14. Upon the Effective Date, Releasees waive and relinquish as against Authorized Claimants any rights pursuant to arbitration agreements, forum selection clauses, and/or jury waiver clauses with respect to the Released Claims.

15. Authorized Claimants on the Settlement Fund shall execute a release of the Releasees as provided for in this Settlement Agreement as a condition precedent to receipt of any part of the Settlement Fund, but the failure of any Authorized Claimant to execute such a release shall not in any way affect the validity of the release provided in this Settlement Agreement, and they shall nonetheless be bound by the terms of this Settlement Agreement. Further, the failure of any Releasor to make a claim on the Settlement Fund shall not affect the validity and effectiveness of the release provided in this Settlement Agreement as to that Releasor. Class Counsel or the Claims Administrator shall provide counsel for the Settling Defendants with copies of the releases referred to in this paragraph upon request.



16. ***Waiver of California Civil Code § 1542 and Similar Laws.*** The Releasors acknowledge that, by virtue of the execution of this Settlement Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing all Released Claims, whether known or unknown. In furtherance of this intention, the Releasors expressly waive and relinquish, to the fullest extent permitted by law, any rights or benefits conferred by the provisions of California Civil Code Section 1542 and similar provisions in other states. The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code Section 1542 (“Section 1542”), which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

17. The provisions of the Release set forth above shall apply according to their terms, regardless of provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. The Releasors may hereafter discover facts other than or different from what those which they know or believe to be true with respect to the subject matter of the Released Claims, but the Releasors hereby expressly waive and fully, finally, and forever relinquish any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in this Settlement Agreement.

18. ***Claims Excluded from Release.*** Nothing in this Settlement Agreement is intended to limit, reduce, or affect whatever rights Settlement Class Members or any of them may have to seek damages or other relief in the Action or elsewhere from any person or entity other than the Okaya Defendants and/or any Releasee, as that term is defined herein, to the

fullest extent allowed by law. This Settlement Agreement does not settle or compromise any claim by Settlement Class Members asserted in the Action against any Non-Settling Defendant. The Okaya Defendants' sales to the Settlement Class Members shall not be removed from the Action for purposes of Settlement Class Members asserting joint and several liability or any derivative liability against any Non-Settling Defendants.

**Settlement Consideration: Payment**

19. ***Settlement Payment.*** Within thirty (30) calendar days after the Court's order granting the Preliminary Approval Motion, the Settling Defendants shall make the payment into the Escrow Account of \$100,000 (the "Notice Fee and Costs Payment"), which amount shall be available immediately thereafter for reimbursement of such costs, fees, and expenses related to the provision of notice to the Settlement Class Members, and subsequently as may be approved by the Court. For purposes of clarification, the Notice Fees and Costs Payment shall be paid exclusively from the Settlement Amount.

20. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, the Settling Defendants shall pay the balance of the Settlement Amount in one lump sum payment within thirty (30) calendar days after the Effective Date into the Escrow Account for the benefit of Plaintiffs and the Settlement Class.

21. ***No Additional Payments by the Okaya Defendants.*** Under no circumstances will the Okaya Defendants be required to pay more or less than the Settlement Amount pursuant to this Settlement Agreement and the Settlement set forth herein.

**Settlement Consideration: Cooperation**

22. ***Cooperation as Consideration.*** As additional consideration for the Settlement Agreement, the Settling Defendants agree to provide cooperation as set forth specifically below.

23. The Settling Defendants shall, to the extent they have not done so already, identify and produce to Direct Purchaser Plaintiffs documents concerning JFC or JEITA meetings (excluding JEITA meetings related solely to the standardization committee) attended by the Settling Defendants, including meeting minutes and notes from attendees and emails concerning such meetings, within fifteen (15) business days after the Preliminary Approval by the Court of this Settlement Agreement;

24. The Settling Defendants shall, to the extent they have not done so already, produce ordinary course of business documents that they have provided to U.S. and foreign law enforcement authorities within fifteen (15) business days after the Preliminary Approval by the Court of this Settlement Agreement. The Settling Defendants shall, to the extent they have not done so already, produce English language translations of foreign language documents that they provided to the U.S. Department of Justice ("DOJ"), to the extent they exist, within fifteen (15) business days after the Preliminary Approval by the Court of this Settlement Agreement.

25. The Rule 30(b)(6) deposition of Mr. Sugimoto, currently noticed for May 11-12, 2016, is hereby adjourned. In lieu of the Rule 30(b)(6) deposition currently noticed for May 11-12, 2016, counsel for the Settling Defendants shall provide a oral proffer of testimony a Rule 30(b)(6) deponent for the Settling Defendants might provide regarding the Settling Defendants' pricing of film capacitors and characteristics of capacitor products offered for sale and discussed at JFC meetings, such questions to be provided to counsel for Settling Defendants reasonably in advance of the proffer. Counsel for the Plaintiffs and counsel for the Settling Defendants shall work cooperatively together to provide a declaration or affidavit in lieu of testifying at a Rule 30(b)(6) deposition for purposes of the Plaintiffs' motion for class certification.

26. Upon reasonable notice from Class Counsel and after Preliminary Approval of this Settlement Agreement, the Settling Defendants agree to make available no more than two of the Settling Defendants' employees, who shall be separately agreed upon in advance by the Settling Defendants and Plaintiffs, for a deposition. The depositions shall be held at a mutually agreed location in the United States, and shall be completed by September 1, 2016. Such depositions shall not exceed seven (7) and a half hours in length, if the witness testifies in English without a translator. If the witness requires a translator, the deposition shall not exceed eleven (11) hours in length. Plaintiffs will reimburse the Settling Defendants for reasonable business class airfare and up to two (2) nights of reasonable hotel expenses per witness (not to exceed \$400 per night per witness) for each witness who is made available for deposition in the United States.

27. The Settling Defendants agree to produce to testify at trial one witness in their employ regarding the Settling Defendants' participation in JFC and JEITA meetings. The Settling Defendants agree to provide assistance reasonably necessary to establish the foundation for and admissibility of documents the Settling Defendants have produced in this Action or pursuant to this Settlement Agreement, including, as reasonably necessary, producing at trial in person, by deposition, or by affidavit, whichever is legally required, one current employee to testify as to the genuineness, status as business records, and/or authenticity any documents produced by the Settling Defendants in this Action, including the Settling Defendants' transactional data, as necessary for use in briefing on class certification, dispositive motion practice or trial. Plaintiffs will reimburse the Settling Defendants for reasonable business class airfare and up to three (3) nights of reasonable hotel expenses (not to exceed \$400 per night per witness) for each witness who is made available for trial testimony in the United States.

28. The Settling Defendants' obligations to cooperate shall not be affected by the release provided for under this Settlement Agreement. Unless this Settlement Agreement is rescinded, disapproved, or otherwise fails to take effect, the Settling Defendants' obligations to cooperate under this Settlement Agreement shall continue until the date that Final Judgment has been rendered in the Action with respect to all Defendants.

29. ***No Other Discovery.*** Upon the Execution Date, neither the Settling Defendants nor the Direct Purchaser Plaintiffs shall file motions against the other or initiate, participate in, or be required to participate in any discovery, motion, or proceeding directly adverse to the other in connection with the Action, except as specifically provided for in Paragraphs 22-27 herein. The Settling Defendants and the Direct Purchaser Plaintiffs shall not be obligated to respond or supplement prior responses to formal discovery that has been previously propounded by the other in the Action.

**Settlement Fund**

30. Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Releasors pursuant to this Settlement Agreement. Except as provided by order of the Court, upon finally approving and giving effect to the Settlement Agreement, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

31. Before the Effective Date, disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses associated with administering the settlement, and any payments and expenses incurred in connection with taxation matters relating to the settlement and this Settlement Agreement may be made from the Settlement Fund, and

such amounts (not to exceed \$100,000) shall not be refundable to the Okaya Defendants in the event the Settlement Agreement is disapproved, rescinded, or the Effective Date does not occur.

32. All payments into the Escrow Account except payment for Notice costs identified in Paragraph 19 shall, when made, be invested in instruments secured by the full faith and credit of the United States and any interest earned thereon shall become part of the Settlement Fund. Such portions of the Settlement Fund as may reasonably be needed to pay current expenses associated with providing notice to the Settlement Class and administering the Settlement Fund may be paid from the Escrow Account.

33. ***No Liability for Distribution of Settlement Fund.*** Neither the Releasees nor their counsel shall have any responsibility for, interest in, financial obligation for, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, or administration, except as otherwise provided in this Settlement Agreement. The Okaya Defendants and its counsel shall likewise have no responsibility for, interest in, financial obligation for, or liability whatsoever with respect to the allocation or distribution of the Settlement Fund and shall not be responsible or otherwise liable for any disputes relating to the amount, allocation, or distribution of any fees, costs, or awards. Further, after making the payments described in Paragraphs 19 and 20 of this Settlement Agreement, the Okaya Defendants shall not be liable for any additional payments to the Settlement Class Members or Class Counsel pursuant to this Settlement Agreement.

34. ***Distribution of Net Settlement Fund.*** After the Effective Date, the Settlement Fund shall be distributed in accordance with a Distribution Plan that Class Counsel shall submit at the appropriate time for approval by the Court.

35. *Attorneys' Fees.* Class Counsel may, in its sole discretion, seek an award of Attorneys' Fees reimbursement of costs and incentive awards to Class Representatives at the time Notice is disseminated to the Settlement Class or in a subsequent notice to the Settlement Class. Class Counsel may request Attorneys' Fees at the time of filing the Preliminary Approval Motion or may defer seeking an award of Attorneys' Fees, reimbursement of costs, and incentive awards to Class Representatives.

36. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Judgment.

37. Class Counsel shall have sole authority to determine the allocation of attorneys' fees awarded by the Court. The Okaya Defendants shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Judgment. The Okaya Defendants shall have no responsibility for, and no liability whatsoever with respect to, any payment(s) to Class Counsel pursuant to this Settlement Agreement and/or to any other Person who may assert some claim thereto or any Fee and

Expense Award that the Court may make in this Action, other than as set forth in this Settlement Agreement.

38. Plaintiffs and Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all costs, fees, and expenses including, but not limited to, attorneys' fees; past, current, or future litigation expenses (including, but not limited to, experts' and consultants' fees and expenses); the costs of giving notice of this settlement to the Settlement Class; and any incentive awards to the Class Representatives, subject to application to and approval of the Court.

39. Disbursement of such fees, costs, and expenses, as ordered by the Court, shall not be delayed by reason of any appeal of the Final Judgment; provided, however, if the Court's award of fees, costs, and expenses is vacated, reversed, or reduced on or as a result of an appeal, Class Counsel shall within ten (10) business days after receiving written notice from the Court of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest, and further provided that if Plaintiffs and/or the Settling Defendants elect to rescind the Settlement Agreement as described in Paragraphs 42-43 below, Class Counsel shall within ten (10) business days after giving notice to or receiving notice from the Settling Defendants of such rescission, make a refund to the Escrow Account in the amount of any such fees, costs, and expenses with interest. The interest rate applicable to any refund made to the Escrow Account pursuant to this paragraph shall be same interest rate earned by the Settlement Fund during the period between the payment of approved attorneys' fees, costs, and expenses and any such refund.

**Disbursement of the Settlement Fund**

40. The Settlement Fund shall be disbursed as follows, or as otherwise ordered by the Court.



- a. Prior to entry of Final Judgment:
  - i. Any fees and expenses incurred in administering the Escrow Account and the Settlement Fund shall be paid from the Settlement Fund. The costs of Settlement Notice and administration of the Settlement Agreement and Settlement Fund shall be paid by the Escrow Agent to the Claims Administrator with notice of such payments provided to counsel for the Settling Parties;
  - ii. Disbursements for the payment of any taxes (including any estimated taxes, interest, or penalties) due as a result of income earned by the Settlement Fund shall be made promptly by the Escrow Agent with notice of such disbursements provided to counsel for the Parties;
  - iii. An amount of cash, not to exceed \$100,000, shall be made available to Class Counsel out of the Settlement Fund for purposes of defraying the actual cost of Settlement Notice and related administrative costs; and
- b. After entry of Final Judgment:
  - i. The attorneys' fees and litigation expenses approved by the Court may be distributed to Class Counsel from the Settlement Fund within five (5) days of an order approving attorneys' fees and expenses. Class Counsel may withdraw from the Settlement Fund and allocate amongst counsel for the Plaintiffs any fees and expenses so awarded to them by the Court; provided, however, that in the event that the order(s) approving the fee and expense award is reversed or modified on appeal, and in the event that counsel for the Plaintiffs (or any of them) has received payment, such counsel shall, within ten (10) business days of the date which the fee and expense award is modified or reversed, refund to the Settlement Fund the fees and expenses previously received by them in full (less costs of notice) or in any amount consistent with such reversal or modification, plus the interest earned thereon through the date of such refund;
  - ii. Additional fees or expenses incurred in connection with the administration of the Escrow Account and the Settlement Fund shall be paid, and to the extent, if any, the reasonable remaining fees and expenses incurred as part of notice and claims administration, shall be paid from the Settlement Fund by the Escrow Agent with notice of such disbursements provided to Class Counsel;
  - iii. Disbursements for the payment of any taxes (including any estimated taxes, interest, or penalties) due as a result of income earned by the Settlement Fund shall be made promptly by the Escrow Agent with notice of such disbursements provided to counsel for the Settling Parties;

- c. After the Effective Date:
  - i. Any incentive awards awarded by the Court for services rendered to the Settlement Class by Class Representatives as set forth in the proposed notice forms ordered by the Court may be distributed to Class Representatives from the Settlement Fund after the Effective Date of the Settlement; and
  - ii. The balance of the Settlement Fund after the payment of attorneys' fees, costs, and expenses, taxes, incentive awards, costs of notice and administration of the Settlement and Settlement Fund, and pursuant to the procedures set forth in a Plan of Allocation may be distributed to Authorized Claimants in accordance with the applicable procedures as approved by the Court.

41. ***Balance Remaining in Settlement Fund.*** In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court (whether by reason of tax refunds, uncashed checks or otherwise), Class Counsel shall move the Court for an order disposing of all such funds, including additional possible distributions to approved Settlement Class claimants and/or *cy pres* distribution as approved by the Court.

**Rescission**

42. If the Court declines to approve this Settlement Agreement, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Final Judgment as provided in Paragraph 8, or if the Court enters the Final Judgment and order and appellate review is sought and, on such review, such Final Judgment is not affirmed, then the Settling Defendants and the Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety by ten (10) business days written notice to the undersigned Class Counsel, by personal delivery, facsimile, or by overnight courier. Upon such notice, any and all amounts constituting the Settlement Fund (including, but not limited to, any fees, costs, and/or expenses advanced to Class Counsel pursuant to Paragraphs 2 and 39 above) shall be returned forthwith to the Settling Defendants, except for any disbursements made or incurred in

accordance with Paragraph 40.a.iii of this Settlement Agreement. In such event, the Escrow Agent shall disburse the Settlement Fund to the Settling Defendants in accordance with this paragraph within fifteen (15) business days after receipt of either (i) written notice signed by counsel for the Settling Defendants and Class Counsel stating that this Settlement Agreement has been canceled or terminated, or (ii) any order of the Court so directing. If the Settlement Agreement is rescinded, canceled, or terminated pursuant to this paragraph, any obligations pursuant to this Settlement Agreement (other than disbursement of the Settlement Fund to the Okaya Defendants as set forth above) shall cease immediately. A modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Fund or any plan of allocation or distribution of the Settlement Fund shall not be deemed a modification of all or part of this Settlement Agreement or the Final Judgment.

43. No later than fourteen (14) days after the final date for mailing Requests for Exclusion, Class Counsel shall provide the Settling Defendants' counsel with a complete and final list of opt-outs obtained from the Claims Administrator. Without limitation on, and in addition to the rights of rescission provided in Paragraph 42 of this Settlement Agreement, the Settling Defendants shall have the option to terminate this Settlement Agreement if the purchases of Capacitors made by members of the Class who timely and validly request exclusion from the Settlement Class equal or exceeds the amount set forth in a separate letter agreement between Class Counsel and counsel for the Settling Defendants. After meeting and conferring with Class Counsel, the Settling Defendants may elect to terminate this Settlement Agreement by serving written notice on Class Counsel by email and overnight courier and by filing a copy of such notice with the Court no later than thirty (30) days before the date for the final approval hearing of this Settlement Agreement, except that the Settling Defendants shall have a minimum of

fifteen (15) court days in which to decide whether to terminate this Settlement Agreement after receiving the final opt out list. In the event that the Settling Defendants exercise their option to terminate this Settlement Agreement: (i) this Settlement Agreement shall be null and void as to the Settling Defendants, and shall have no force or effect and shall be without prejudice to the rights and contentions of Releasees and Releasors in this or any other litigation; and (ii) the Settlement Fund paid by the Settling Defendants, plus any interest accrued thereon, shall be refunded promptly to the Settling Defendants.

**Use of Agreement as Evidence**

44. The Settling Parties agree that this Settlement Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall be governed by Federal Rule of Evidence 408 and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Okaya Defendants or of the truth of any of the claims or allegations made in the Action, and evidence thereof shall not be admissible or used directly or indirectly in any way in the Action or in any other action or proceeding, except an action to enforce or interpret the terms of the Settlement Agreement. The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement.

**Taxes**

45. Class Counsel shall be solely responsible for directing the Claims Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Class Counsel shall be solely responsible for directing the Escrow Agent to take out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. The

Okaya Defendants shall have no responsibility to make any filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the settlement is not consummated and the Settlement Fund is returned to the Settling Defendants. Other than as specifically set forth herein, the Okaya Defendants shall have no responsibility for the payment of taxes or tax expenses. If, for any reason, for any period of time, the Okaya Defendants are required to pay taxes on income earned by the Escrow Account, the Escrow Agent shall, upon written instructions from the Settling Defendants with notice to Class Counsel, timely pay to the Okaya Defendants sufficient funds to enable it to pay all state or federal taxes on income earned by the Escrow Account.

46. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

47. The parties to this Settlement Agreement and their counsel shall treat, and shall cause the Claims Administrator to treat, the Escrow Account as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, the Claims Administrator, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Account in such manner. In addition, the Claims Administrator and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall

be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator timely and properly to prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Account being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. Interest earned by the Settlement Fund (less any tax imposed upon such interest) shall be for the benefit of the Settlement Class, less reasonable attorneys’ fees and expenses approved by the Court (and any interest awarded thereon), any Court-approved awards to Plaintiffs, and payment of any and all administrative expenses associated with the Action or the Settlement.

**Miscellaneous**

48. Direct Purchaser Plaintiffs expressly warrant that, in entering into the Settlement, they have relied solely upon their own knowledge and investigation, and not upon any promise, representation, warranty, or other statement by the Okaya Defendants, the Settling Defendants, or their counsel not expressly contained in this Settlement Agreement.

49. The agreed-upon procedures and requirements regarding Settlement Class Members’ rights and options, including filing objections in connection with and/or appearing at the final approval hearing, are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members’ objections to the Settlement Agreement, in accordance with such Settlement Class Member’s due process rights. The Settling Parties will request that the Order granting the Preliminary Approval Motion further provide that objectors that fail to properly or timely file their objections, along with the required information and

documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

50. ***Confidentiality of Settlement Negotiations.*** Class Counsel shall keep strictly confidential and not disclose to any third party, including specifically any counsel representing any other current or former party to the Action, any non-public information regarding the Settling Parties' negotiation of this settlement and/or the Settlement Agreement. For the sake of clarity, information contained within this Settlement Agreement shall be considered public, and the Okaya Defendants and Class Counsel may issue a press release regarding execution of the Settlement Agreement and the amount paid in connection with the Settlement Agreement. Nothing in this paragraph shall prevent Class Counsel from discharging its duties to the Court and the Class, including with respect to responding to inquiries from members of the Class or the Court regarding the Settlement.

51. ***Headings.*** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

52. ***No Party Deemed To Be the Drafter.*** None of the parties hereto shall be deemed to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

53. ***Integrated Agreement.*** This Settlement Agreement constitutes the entire completed and integrated agreement among Plaintiffs and the Okaya Defendants pertaining to the settlement of the Action against the Settling Defendants only. This Settlement Agreement

may be modified or amended only by a writing executed by Class Counsel and the Settling Defendants.

54. In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision if the Settling Defendants' counsel and Class Counsel mutually agree to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement.

55. **Choice of Law.** All terms of this Settlement Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

56. **Consent to Jurisdiction.** The Court retains exclusive jurisdiction over all matters relating to the implementation and enforcement of the Settlement Agreement. Plaintiffs and the Okaya Defendants hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or related to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including without limitation any suit, action, proceeding, or dispute relating to the release provisions.

57. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts by counsel for Plaintiffs and the Okaya Defendants, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement and so executed shall constitute one agreement.

58. **Notification of State Officials.** Settling Defendants shall notify federal and state officials of this settlement as specified in 28 U.S.C. §§ 1715(a) & (b).



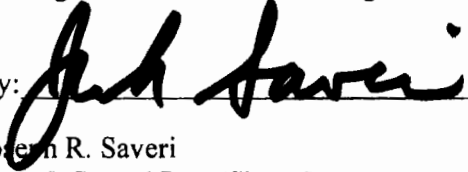
59. **Authorization to Enter Settlement Agreement.** Each of the undersigned attorneys represents that he or she is fully authorized to conduct settlement negotiations and to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of his or her respective clients, subject to Court approval.

60. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Settlement Agreement shall be in writing and shall be deemed properly delivered, given, and received when delivered by two means of delivery (either by hand, by registered mail, by courier or express delivery service, by electronic mail, or by facsimile) to the address, electronic mail address, or facsimile telephone number set forth beneath the name of such party below (or to such other address, electronic mail address, facsimile number or telephone number as such party shall have specified in a written notice given to the other parties:

If to Class Counsel: Joseph R. Saveri  
Joseph Saveri Law Firm, Inc.  
555 Montgomery Street, Suite 1210  
San Francisco, CA 94111  
tel. 415-500-6800  
fax 415-395-9940  
jsaveri@saverilawfirm.com

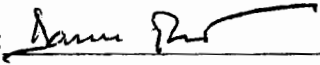
If to Settling Defendants: Darrell Prescott  
Baker & McKenzie LLP  
452 Fifth Avenue  
New York, NY 10018  
tel. 212-626-4476  
fax 212-310-1637  
darrell.prescott@bakermckenzie.com

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives,  
have agreed to this Settlement Agreement as of the date first herein written above.

By: 

Joseph R. Saveri  
Joseph Saveri Law Firm, Inc.  
555 Montgomery Street, Suite 1210  
San Francisco, CA 94111

**Interim Class Counsel  
for Direct Purchaser Plaintiffs**

By: 

Darrell Prescott  
Baker & McKenzie LLP  
452 Fifth Avenue  
New York, NY 10018

**Counsel for Defendants Okaya Electric  
Industries Co., Ltd. and Okaya Electric  
America, Inc.**