

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this 14th day of November 2019 (the "Effective Date") by and among DENSO Corporation, DENSO International America, Inc., DENSO Products & Services Americas, Inc. (f/k/a DENSO Sales California, Inc.), DENSO Korea Corporation (formerly known separately as DENSO International Korea Corporation and DENSO Korea Automotive Corporation), DENSO Automotive Deutschland, GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., and ASMO Manufacturing, Inc. (collectively "DENSO") and the Attorney General of the State of California ("California AG"), on behalf of the State of California, including its state agencies ("California").

WHEREAS, the California AG is investigating possible violations of the federal antitrust laws, including Section 1 of the Sherman Act, as well as possible violations of its state laws, including antitrust and unfair competition laws, e.g., California Business and Professions Code Sections 16720 *et seq.* and California Business and Professions Code Sections 17200 *et seq.* in connection with possible suppression and elimination of competition in the manufacture, sale, and/or distribution of certain automotive parts, including automobile wire harnesses and related parts, electronic control units, instrument panel clusters, fuel senders, heater control panels, alternators, windshield wiper systems, radiators, starters, ignition coils, motor generators, high intensity discharge ballasts, inverters, air flow meters, fan motors, fuel injection systems, power window motors, automatic transmission fluid warmers, valve timing control devices, electronic throttle bodies, air conditioning systems, windshield washer systems, spark plugs, oxygen sensors, air fuel ratio sensors, and ceramic substrates;

WHEREAS, for purposes of this Agreement, "Automotive Parts" refers to the automotive parts listed on Appendix A to this Agreement,¹ and includes each part's respective components, and modules and assemblies for which the part is a component;

WHEREAS, the California AG believes that DENSO and its predecessors manufactured or sold at least some portion of the Automotive Parts that were installed in automobiles purchased by California;

WHEREAS, the California AG believes it has valid claims for damages, penalties, and attorneys' fees against DENSO and litigation is warranted, but nevertheless believes that resolving its claims against DENSO according to the terms of this Agreement is in the best interest of California in advancing its investigation;

WHEREAS, DENSO has entered into separate class action settlement agreements ("Class Action Settlement Agreements") with the following groups: (1) plaintiffs representing a class whose members include automobile dealership purchasers of Automotive Parts ("Automobile Dealership Plaintiffs") in the MDL, Case Nos. 2:12-cv-00102; 2:12-cv-00202; 2:12-cv-00302; 2:12-cv-00402; 2:13-cv-00702; 2:13-cv-00902; 2:13-cv-01002; 2:13-cv-01102; 2:13-cv-01402; 2:13-cv-01502; 2:13-cv-01702; 2:13-cv-01802; 2:13-cv-02002; 2:13-cv-02102; 2:13-cv-02202; 2:13-cv-02302; 2:13-cv-02402; 2:13-cv-02502; 2:13-cv-02602; 2:13-cv-02702; 2:13-cv-02802; 2:15-cv-03002; 2:15-cv-03102; and 2:16-cv-03802 (the "Automobile Dealership Actions"); and (2) plaintiffs representing a class whose members include end-user purchasers of Automotive Parts ("End-Payor Plaintiffs") in the MDL, Case Nos: 2:12-cv-00103; 2:12-cv-

¹ By way of explanation, the automotive parts listed on Appendix A are the parts for which separate class action complaints were filed against DENSO in *In re Automotive Parts Antitrust Litigation*, Master File No. 2:12-md-02311 (E.D. Mich.) (the "MDL") and certain other parts that were made and/or sold by DENSO (or the subsidiaries of the entities comprising DENSO) and at least one other current or former defendant in the MDL.

00203; 2:12-cv-00303; 2:12-cv-00403; 2:13-cv-00703; 2:13-cv-00903; 2:13-cv-01003; 2:13-cv-01103; 2:13-cv-01403; 2:13-cv-01503; 2:13-cv-01703; 2:13-cv-01803; 2:13-cv-02003; 2:13-cv-02103; 2:13-cv-02203; 2:13-cv-02303; 2:13-cv-02403; 2:13-cv-02503; 2:13-cv-02603; 2:13-cv-02703; 2:13-cv-02803; 2:15-cv-03003; 2:15-cv-03103; and 2:16-cv-03803 (the “End-Payor Actions”) (collectively, the Automobile Dealership Actions and the End-Payor Actions are referred to as the “Actions”);

WHEREAS, those settlement agreements resulted in the dismissal and release of claims by the Automobile Dealership Plaintiffs and End-Payor Plaintiffs;

WHEREAS, DENSO, without any concession or admission of wrongdoing and despite its belief that DENSO and the other Releasees (as defined below) are not liable for the claims that have been or could be asserted, and its belief that DENSO and the other Releasees (as defined below) have good defenses thereto, including lack of personal jurisdiction and lack of injury (both lack of injury in fact and lack of antitrust injury), has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and potential future litigation, 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 DENSO and any other Releasees (as defined below) by California;

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, and DENSO, 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. DENSO shall make a payment to the California AG in the amount of \$4,250,000.00 (“Settlement Amount”). The Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by Releasors (as defined below) of Automotive Parts or vehicles containing Automotive Parts, and for attorneys’ fees and other costs. The California AG shall provide DENSO with written payment processing instructions as well as an original paper invoice for payment by electronic transfer. DENSO shall pay the California AG within the later of (1) fifteen (15) business days after the Effective Date, or (2) fifteen (15) business days of receiving written payment processing instructions and an original paper invoice from the California AG. No part of the Settlement Amount paid by DENSO shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

2. California agrees that, other than the Settlement Amount as listed in Paragraph 1 above, it shall have no other recovery of any kind, including costs, fees, attorneys’ fees, damages, penalties, or injunctive or other relief against Releasees (as defined below).

3. In consideration of the payment of the Settlement Amount as listed in Paragraph 1 above, Releasees (as defined below) shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits or causes of action, that are or could be asserted, whether known or unknown, whether asserted or unasserted, whether accrued or unaccrued, whether at law or in equity, and whether of a civil, criminal, administrative or regulatory nature in any actions by or on behalf of Releasors (as defined below), arising out of or relating to any act or omission of Releasees (as defined below) or of persons or entities alleged to be co-conspirators of Releasees (as defined below) concerning price-fixing, market allocation, bid-rigging, or any anti-competitive conduct in the manufacture, sale, and/or distribution of

Automotive Parts at any time prior to and through the Effective Date (regardless of whether the purchases or sales allegedly impacted by such conduct occurred before and/or after the Effective Date) including (1) claims that are or could have been asserted in the complaint to be filed by the California AG described in Paragraph 6 below, (2) claims under the Cartwright Act, California Business and Professions Code Sections 17200 *et seq.*, (3) claims under the federal antitrust laws, and (4) any other statutory or common law claim that purports to be based upon any of the same or similar facts, transactions, or occurrences including any alleged competitor communications, price-fixing, bid-rigging, market allocation, or other alleged anticompetitive conduct in connection with the manufacture, distribution, and/or sale of Automotive Parts (the "Released Claims").

- a. "Releasees" are DENSO (as defined above) and their parents, subsidiaries, and affiliates, and their respective predecessors, successors, heirs, executors, administrators, and assigns, as well as any current and former officers, directors, employees, attorneys, stockholders, principals, managers, partners, members, agents, representatives, and owners thereof.
- b. "Releasers" shall be the State of California, including its state agencies, and the predecessors, successors, administrators, insurers, and assigns of any of the foregoing.

4. With respect to the Released Claims, the State of California, on behalf of Releasers, expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS 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.

5. The California AG 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 the California AG on behalf of Releasors hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that DENSO and the California AG have agreed to release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

6. The California AG and DENSO shall use their best efforts to effectuate this Agreement and its purpose, including filing a settlement complaint regarding the Automotive Parts and an immediate, complete, and final dismissal with prejudice of such complaint as to DENSO, but not as to any defendant other than DENSO. 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. The California AG and DENSO 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. DENSO agrees to waive service of process of the complaint filed by the California AG, and the California AG agrees to send a copy of the complaint to DENSO by Federal Express or other comparable courier service at an address to be provided by DENSO. The California AG and DENSO 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.

7. The Released Claims do not include any of the following claims to the extent they are not based on allegations of competitor communications, price-fixing, market allocation, bid-rigging, or anticompetitive conduct: product liability, breach of warranty, breach of contract claims in the ordinary course of business, unfair or deceptive conduct, or any claims 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.

8. The release provided herein shall not have an effect on any claims, under federal or California laws, brought by litigants other than Releasors against Releasees, 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 definition of Releasors.

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 DENSO has provided to government entities relating to their investigations into alleged competition violations with respect to Automotive Parts, consistent with the limitations in Paragraph 10.

10. In return for the release and discharge provided herein, in addition to the Settlement Amount listed in Paragraph 1, DENSO agrees to provide cooperation to California for, and to the extent the California AG continues to pursue, investigations of or claims against one or more other defendants with respect to particular Automotive Parts that are currently or have been the subject

of a pending class action complaint in the MDL as of the Effective Date and for which DENSO is or has ever been a named defendant, as set forth specifically below (the "Cooperation"). The Cooperation may be coordinated with cooperation provided pursuant to the Class Action Settlement Agreements so as to avoid all unnecessary duplication and expense whenever possible. DENSO agrees to the sharing, disclosure, or discussion of information or Documents produced or provided pursuant to this Agreement and the Class Action Settlement Agreements among the California AG, the Florida Attorney General, End-Payor Plaintiffs, and the Automobile Dealership Plaintiffs.

11. All such Cooperation shall occur in a manner that is in compliance with DENSO's obligations to any Government Entity (meaning the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, the Canadian Competition Bureau, or any other government entity). DENSO shall not be required to provide Documents or information protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a Government Entity. Should DENSO withhold any materials pursuant to the foregoing sentence, DENSO will so inform the California AG and will describe the basis for such withholding to the extent permissible under applicable law.

12. At the request of the California AG, DENSO shall provide to the California AG all cooperation extended to the Automobile Dealership Plaintiffs and End-Payor Plaintiffs pursuant to the Antitrust Criminal Penalty Enhancement and Reform Act, consistent with the limitations in Paragraph 10.

13. Transactional Data. At the request of the California AG, and subject to meet and confer with DENSO as to any reasonable limitations on this obligation, DENSO will use its best

efforts to produce on a rolling basis within two hundred seventy (270) days after such request, existing and reasonably accessible transactional data (including English Translations thereof, to the extent they exist) related to any particular Automotive Parts identified in the California AG's request, consistent with the limitations in Paragraph 10. DENSO will use its best efforts to begin production of the foregoing transactional data as soon as reasonably possible after such request and agree to prioritize such productions to the extent practicable. The time period for this production will be from January 1, 1996 to December 31, 2013, but only to the extent such data currently exist and are reasonably accessible. In addition, to the extent reasonably requested by the California AG, DENSO agrees to make reasonable efforts to (a) provide an estimate of DENSO's sales of the Automotive Parts incorporated into vehicles sold in the United States, and (b) provide, in addition to the transactional data referenced above, information contained in DENSO's global sales planning system, concerning the vehicle makes and models sold in the United States that contained Automotive Parts sold by DENSO.

14. Documents. At the request of the California AG, and subject to meet and confer with DENSO as to any reasonable limitations on this obligation, DENSO will produce documents that it has already produced in the MDL, or that it produces in the future in the MDL. DENSO will consider in good faith any reasonable request by the California AG to collect, and make available for inspection and copying, Documents related to any Automotive Parts, provided the request would not impose an undue burden on DENSO and consistent with the limitations in Paragraph 10.

15. Subject to Paragraph 13, DENSO will have no obligation to collect, search, produce, or make available to the California AG any Documents created on or after February 23, 2010, except that DENSO agrees to produce certain Documents that relate to DENSO's responses

to Requests for Quotation and price-reduction requests made after February 23, 2010, subject to reasonable limitations to be agreed upon by the parties in subsequent meet and confer discussions.

16. Should DENSO inadvertently disclose Documents protected by the attorney-client privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by a Government Entity, the California AG agrees (i) that such disclosure does not constitute a waiver of any applicable privilege or confidentiality requirement, and (ii) to return such Documents to DENSO upon a written request from DENSO.

17. Other Cooperation. At the request of the California AG, and consistent with the limitations in Paragraph 10, DENSO will provide a list of current or former officers, directors, or employees who were interviewed by any Government Entity, who testified before a grand jury in connection with the DOJ's investigation, or were disclosed to any Government Entity as having knowledge of alleged antitrust violations as to Automotive Parts, given, however, that DENSO shall not be required to disclose to the California AG the specific Government Entities before which each such current or former employee, director, or officer appeared or to which they were disclosed as having knowledge of alleged antitrust violations as to Automotive Parts. Consistent with the limitations in Paragraph 10, DENSO shall also make best efforts (not to include actual or threatened employee disciplinary action) to provide the following types of cooperation relating to alleged antitrust violations as to Automotive Parts: (1) witness interviews; (2) deposition testimony; (3) declarations or affidavits; and/or (4) trial testimony. While there will be no predetermined number of witnesses to be made available for interviews, depositions, declarations, affidavits, or trial testimony, the California AG agrees to request such cooperation only when reasonably necessary to its investigation or prosecution of claims against one or more other

defendants. Nothing in this provision shall prevent DENSO from objecting to the reasonableness of the identity and number of persons selected by the California AG to appear for interviews, for depositions, or as trial witnesses, or to provide declarations or affidavits. DENSO shall make witnesses available for such interviews or depositions in their country of residence as of the date of the interview or deposition, unless otherwise agreed to by the parties. If any such interview, deposition, or trial testimony takes place outside of the country of the witness's residence, the California AG shall reimburse DENSO for such person's economy class fare and up to \$450 per day for lodging and expenses actually incurred. It is understood that DENSO may be unable to make available for interviews, depositions, or trial testimony or any other court proceedings, or to provide a declaration or affidavit from, the seven individuals referenced in Paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America (2:12-cr-20063-GCS-PJK, E.D. Mich., ECF No. 9), or any individual who is no longer an officer, director, or employee of any DENSO entity.

18. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided whenever possible. The California AG shall use best efforts to ensure that any witness interviews or depositions provided pursuant to Paragraph 17 shall be coordinated with, and occur at the same time as, witness interviews and depositions to be provided under DENSO's cooperation obligations to the Automobile Dealership Plaintiffs and End-Payor Plaintiffs.

19. In the event that DENSO produces Documents or provides declarations or written responses to discovery to any party in the actions in the MDL concerning Automotive Parts ("Relevant Production"), consistent with the limitations in Paragraph 10, DENSO shall produce all such Documents, declarations, or written discovery responses to the California AG

contemporaneously with making the Relevant Production to the extent such Documents, declarations, or written discovery responses have not previously been produced by DENSO to the California AG. This Agreement does not restrict the California AG from attending and/or participating in any depositions in the MDL. The California AG may attend and/or participate in any depositions of DENSO's witnesses in addition to the depositions set forth in Paragraph 17, and the California AG may ask questions for a combined total of three (3) hours at such deposition, provided that the time for participation of the California AG shall not expand the time permitted for the deposition as may be provided by the Court, and the California AG will not ask the Court to enlarge the time of any deposition noticed of a DENSO current or former employee. Participation by the California AG in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 17. The California AG agrees to use its best efforts to ensure that any depositions taken under Paragraph 17 above are coordinated with any other deposition noticed in the MDL to avoid unnecessary duplication.

20. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, DENSO's obligations to provide Cooperation under this Agreement shall cease on the earlier of whenever ordered by a court or on the date that final judgment has been entered in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.).

21. DENSO and other Releasees need not respond to formal discovery requests from the California AG, with the exception of the Cooperation provisions set forth above.

22. The California AG agrees that the production and use of any information or Documents provided by DENSO pursuant to this Agreement shall be subject to the terms of the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D.

Mich.), Case No. 12-cv-00600 (Dkt. No. 77) (the "Protective Order"), to which the California AG agrees to be bound, except where greater protection is provided under this Agreement. 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.

23. The parties and their counsel further agree that any statements made by DENSO's counsel in connection with and/or as part of this settlement, including the attorney proffer(s) referred to below, shall be governed by Federal Rule of Evidence 408. The California AG will not attribute to DENSO or its counsel any factual information obtained from such statements or attorney proffers. Subject to Paragraph 10, to the extent required or permitted by state law, including California Government Code 11180 *et seq.*, the California AG shall not disclose information obtained from such statements or attorney proffers to any other claimants or potential claimants who did not attend such proffers (or were not present for such statements), including direct purchaser plaintiffs, truck and equipment dealer plaintiffs, other state attorneys general, and opt-out plaintiffs in the MDL, except with the express written consent of DENSO. Notwithstanding anything herein, the California AG may use information contained in such statements in the investigation or prosecution of claims to the extent the California AG continues to pursue investigations or claims against one or more other defendants with respect to an Automotive Part (but shall not introduce any such information into the record, depose or subpoena any DENSO counsel, or, as mentioned above, attribute such information to DENSO or its counsel), and may rely on such information to certify that, to the best of the California AG's knowledge, information, and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery.

24. The California AG agrees that the Documents and information provided by DENSO 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 it 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 DENSO and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent DENSO deems necessary and appropriate and at DENSO's expense; the California AG shall not take action adverse to DENSO in connection with any such proceeding except as required by state law.

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

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

27. The tolling agreement between DENSO and the California AG, effective as of January 14, 2013, will terminate upon dismissal with prejudice of the settlement complaint filed by California.

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 California nor DENSO 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.

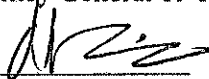
33. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California and the parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the California AG shall lie solely in the U.S. District 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. 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: 11/6/19

Xavier Becerra
Attorney General of California

By: 
Kathleen E. Foote
Senior Assistant Attorney General
Anik Banerjee
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Dated: 11/06/19

By: 
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Counsel for DENSO Corporation, DENSO International America, Inc., DENSO Products & Services Americas, Inc. (f/k/a DENSO Sales California, Inc.), DENSO Korea Corporation (formerly known separately as DENSO International Korea Corporation and DENSO Korea Automotive Corporation), DENSO Automotive Deutschland, GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., and ASMO Manufacturing, Inc.

Appendix A

1. Wire Harness Products (including automotive wire harnesses, speed sensor assemblies, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, high voltage wiring, and power distributors)
2. Instrument Panel Clusters
3. Fuel Senders
4. Heater Control Panels
5. Bearings
6. Occupant Safety Systems
7. Alternators (including AC Generators and Magneto)
8. Anti-Vibrational Rubber Parts
9. Windshield Wipers
10. Radiators
11. Starters
12. Automotive Lamps
13. Switches
14. Ignition Coils
15. Motor Generators
16. Steering Angle Sensors
17. HID Ballasts
18. Inverters
19. Electronic Power Steering Assemblies
20. Air Flow Meters (including Mass Air Flow Sensors)
21. Fan Motors
22. Fuel Injection Systems (including fuel injectors, high pressure pumps, rail assemblies, feed lines, electronic throttle bodies, airflow meters, engine electronic control units, fuel pumps, fuel pump modules, manifold absolute pressure sensors, pressure regulators, pulsation dampers, electronic throttle motors, purge control valves, diesel injection system/common rail, diesel injection pump, fuel injection and engine management system, supply pump, EDU, EGTS, and knock sensor)
23. Power Window Motors
24. ATF Warmers (including Oil Coolers)
25. Valve Timing Control Devices
26. Electronic Throttle Bodies
27. Air Conditioning Systems (including automotive compressors, condensers, control panels, HVAC units (typically consisting of a blower motor, actuators, flaps, evaporator, heater core, and filter embedded in a plastic housing), sensors, air conditioning ECUs, ejectors, pressure switches, expansion valves, and associated hoses and pipes)
28. Windshield Washers
29. Spark Plugs (including Glow Plugs)
30. Oxygen Sensors
31. Air Fuel Ratio Sensors
32. Automotive Hoses
33. Shock Absorbers

34. Body Sealings
35. Interior Trim Products
36. Automotive Brake Hoses
37. Exhaust Systems
38. Ceramic Substrates (including Diesel Particulate Filters)
39. Power Window Switches
40. Automotive Steel Tubes
41. Access Mechanisms
42. Side Door Latches
43. Small Bearings
44. Air Bags (including air bag ECUs and sensors)
45. Electronic Control Units
46. Exhaust Gas Recirculation Valves
47. Smart Key Systems (including Remote Keyless Entry and Ignition)
48. Actuators (including turbo actuators)
49. Engine Management and Ignition Device
50. Automotive Sensors (including Cam and Crank Sensors)
51. Body Control Device
52. Transmission Control Device
53. Vehicle Cruise and Stability Control Device
54. Crash Safety and ITS Device
55. EV HEV Device
56. Car Multimedia Device
57. Canisters
58. EGR Coolers
59. EPS Systems (including EPS ECUs and motors)
60. Horns
61. Intercoolers