

On March 6, 2015, Representative Plaintiffs filed the First Amended Complaint in this Action alleging causes of action on behalf of themselves and others similarly situated for (1) breach of express warranty; (2) contractual indemnification; (3) breach of implied warranty; (4) breach of implied warranty in tort; and (5) indemnitor liability. On March 12, 2015, Representative Plaintiffs filed their Second Amended Complaint alleging the same causes of action.

On January 12, 2016, after extensive briefing, this Court entered an Order (ECF No. 65) granting in part and denying in part Stoneridge's Motion to Dismiss and dismissed all of Representative Plaintiffs' claims with the exception of Count II against Stoneridge, the claim for contractual indemnification.

Representative Plaintiffs allege that they and all other similarly situated persons are intended third party beneficiaries of the Supplier Terms and Conditions, which they allege constitutes an enforceable indemnification agreement. Representative Plaintiffs allege the Supplier Terms and Conditions require that the CSIDs that are the subject of this Action be free from all defects and last for the useful life of the vehicles in which they were installed, and further allege that the CSIDs are defective because they contain model 16813 springs that are defective and unable to perform their intended purpose.

Stoneridge maintains that the Supplier Terms and Conditions is not an enforceable contract, that Representative Plaintiffs and those similarly situated are not intended third party beneficiaries of any contract with Stoneridge, and that Representative Plaintiffs cannot enforce any provisions of the Supplier Terms and Conditions. Stoneridge also maintains that the CSIDs are not defective in any respect.

During July and August 2017, counsel for the Settling Parties conferred and discussed a possible resolution of the disputes that are the subject of this Action. The Settling Parties have exchanged voluminous discovery documents and information and engaged in protracted litigation. Through their respective counsel experienced in these types of cases, Stoneridge and the Representative Plaintiffs engaged in extensive arms-length negotiations. Following such negotiations, Stoneridge and the Representative Plaintiffs reached the conditional agreement reflected herein.

B. NATURE OF THIS AGREEMENT

This Agreement is made and entered into by and among the Settling Parties with the assistance of their respective counsel.

Stoneridge denies all of Representative Plaintiffs' claims asserted in the Action in their entirety (including all liability, damages, penalties, interest, fees, restitution and other forms of relief sought, as well as the Representative Plaintiffs' class allegations), and contends that Representative Plaintiffs' claims are wholly without merit. Stoneridge specifically and generally denies any and all liability or wrongdoing of any kind with respect to the subject matter of the Action and the claims asserted therein, and makes no concessions or admissions of liability of any kind. Stoneridge has agreed to enter into this Agreement solely to avoid the uncertainties, burden, and expense of further litigation and to put the Released Claims to rest finally and forever.

Representative Plaintiffs contend their claims asserted in the Action have merit. Nevertheless, after an extensive investigation of the facts and the law bearing on their

claims, Representative Plaintiffs and Putative Class Counsel recognize the expense and length of the proceedings necessary to prosecute the Action against Stoneridge through further discovery, trial, and appeals. Representative Plaintiffs and Putative Class Counsel have also taken into account the uncertain outcome, problems of proof, and risk inherent in the Action, as well as the difficulties and delays inherent in complex cases like this one. Putative Class Counsel have extensively analyzed the claims and discovery documents. Representative Plaintiffs and Putative Class Counsel believe the terms of this Agreement confer substantial benefits upon the Settlement Class. Based on their evaluation, Putative Class Counsel have determined that the terms of this Agreement are in the best interests of the Settlement Class and that this Settlement is adequate, fair, and reasonable for the Settlement Class Members.

This Agreement is made exclusively in an attempt to consummate the Settling Parties' settlement of the Action on a class-wide basis, and evidences the Settling Parties' compromise of disputed claims. Because the Action was brought by Representative Plaintiffs as a putative class action, the terms of the Settlement must receive preliminary and final approval by the Court. Therefore, the Settling Parties enter into this Agreement on a conditional basis. In the event that the Court does not enter an order granting final approval of the Settlement or the associated Judgment does not become Final for any reason, this Agreement shall be null and void and have no force or effect whatsoever (save and except Sections 8.3, 11.1, and 11.20 below), and the negotiation, terms, and entry of this Agreement shall remain subject to the protections of Federal Rule of Evidence 408.

Stoneridge agrees to resolve the Action as set forth in this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Stoneridge does not waive, but rather expressly reserves, all rights it had prior to the execution of this Agreement to challenge all such claims and allegations in the Action on any grounds, including without limitation the ability to challenge class treatment on any grounds and to assert any and all other defenses or privileges. The Representative Plaintiffs and Putative Class Counsel acknowledge that Stoneridge retains and reserves the foregoing rights, including but not limited to the right to contest class certification on any grounds or assert any and all potential defenses which it had prior to execution of this Agreement, and agree they may not under any circumstances take the position that Stoneridge waived or impaired any rights it had prior to execution of this Agreement. Representative Plaintiffs and Putative Class Counsel retain and reserve any rights they had prior to execution of this Agreement to oppose any position or argument Stoneridge may take in the event that this Agreement is deemed void or the Effective Date does not occur, and each of the Settling Parties will be restored to the place they were in the Action as of the date that this Agreement was signed with the right to assert any arguments or defenses that were available at that time.

This 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.

C. TERMS OF AGREEMENT AND SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Representative Plaintiffs (on behalf of themselves and each of the Settlement Class Members) and Stoneridge, by and through their respective undersigned counsel, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released as to all Released Persons, and the Action shall be dismissed on the merits and with prejudice as to all Settling Parties, upon and subject to the terms and conditions of this Agreement, as set forth below:

1. Definitions

In addition to the terms defined above, the following capitalized terms, used in this Agreement, shall have the meanings specified below:

1.1 “Action” means Civil Action No. 5:14-cv-1410-F, *Rickey Royal, et al., v. Stoneridge, Inc. et al.*, pending in the United States District Court for the Western District of Oklahoma.

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and otherwise administering or carrying out the terms of the Settlement, including but not limited to the costs of printing and mailing the Postcard Notice. Such costs do not include legal fees.

1.3 “Agreement” means this Stipulation and Agreement of Settlement, together with all Exhibits thereto.

1.4 “Claims” means any and all manner of claims, debts, demands, controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights, duties,

judgments, sums of money, suits, contracts, agreements, promises, damages, causes of action and liabilities, of every nature and description in law or equity (including, but not limited to, any claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, recession or recessionary damages, interest, attorneys' fees, expert or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown, arising under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

1.5 “Claims Administrator” means Heffler Claims Group, which shall administer the Settlement.

1.6 “Claim Form” means the claim form to be used by Settlement Class Members substantially in the form attached hereto as Exhibit E, and shall also mean and refer to the online form used for submission of claims on the Class Website.

1.7 “Claims Period” means the period during which Settlement Class Members must submit a properly completed Claim Form in order to participate in the Settlement, which period will begin on the date that the Preliminary Approval Order is entered and end on the date three hundred and sixty five (365) days after the date the Preliminary Approval Order is entered.

1.8 “Class Website” means the Internet website that will be established and maintained by the Claims Administrator as part of the class notice process described in Section 5.3 below.

1.9 “Complaint” means the Representative Plaintiffs' Second Amended Complaint (ECF No. 6) in the Action.

1.10 “Court” means the United States District Court for the Western District of Oklahoma where the Action is pending.

1.11 “Covered CSIDs” means clutch safety interlock devices containing model 16813 compression springs, built between February 24, 2005 and January 1, 2007, and not subject to any recall campaign (included but not limited to Chrysler recall campaigns 14V-795 and 15V-222).

1.12 “CSIDs” means clutch safety interlock devices containing model 16813 compression springs.

1.13 “Effective Date” means the first date by which all of the events and conditions specified in Section 8.1 of this Agreement have been met and have occurred.

1.14 “Final” when referring to the Judgment means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, ten (10) calendar days after the date of expiration of any time for appeal or review of the Judgment, and (ii) if an appeal or request for review is filed, the day after the date the appeal or request for review is dismissed, or the Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that no order of the Court or modification or reversal on appeal or any other order relating solely to the amount, payment, or allocation of attorneys’ fees and expenses shall constitute grounds for cancellation or termination of this Agreement or affect its terms, including the releases herein, or shall affect or delay the date on which the Judgment becomes Final.

1.15 “Judgment” means the order and judgment to be entered by this Court finally approving the Settlement and dismissing the Action substantially in the form attached hereto as Exhibit D.

1.16 “Longform Notice” means the “Notice of Proposed Class Action Settlement and Final Approval Hearing” substantially in the form attached hereto as Exhibit C.

1.17 “Notice Deadline” means the date ordered by the Court by which notice must be disseminated to Settlement Class Members pursuant to this Agreement.

1.18 “Notice Response Deadline” means the date ordered by the Court by which Settlement Class Members must opt out of the settlement pursuant to Section 6.3 below or file any objection to the Settlement pursuant to Section 6.5 below.

1.19 “Opt-Out” means any one of, and “Opt-Outs” means all of, any Persons who would otherwise be Settlement Class Members and have timely and validly requested exclusion from the Settlement Class in accordance with the terms of the Preliminary Approval Order and the notice given pursuant thereto.

1.20 “Person” means an individual, corporation, general partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

1.21 “Postcard Notice” means the postcard notice form substantially in the form attached hereto as Exhibit B.

1.22 “Preliminary Approval Order” means the proposed order preliminarily approving this Agreement and Settlement and directing notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit A.

1.23 “Protective Order” means the Agree Protective Order entered by the Court in the Action (ECF No. 81).

1.24 “Putative Class Counsel” means the law firms of Hossley & Embry, 515 S. Vine Ave., Tyler, Texas 75702 and Kelly, Durham & Pittard, LLP, 2223 W. Jefferson Blvd., Dallas, Texas 75208.

1.25 “Related Parties” means, with respect to each Released Party, the immediate family members, heirs, executors, administrators, successors, assigns, employees, officers, directors, attorneys, legal representatives, accountants, insurers, reinsurers, and agents of each of them, and any person or entity which is or was related to or affiliated with any Released Party or in which any Released Party has a controlling interest, and the present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and the employees, officers, directors, attorneys, assigns, legal representatives, insurers, reinsurers, and agents of each of them.

1.26 “Released Claims” means and includes any and all Claims and Unknown Claims that have been or could have been asserted by or on behalf of any of the Releasing Parties, in any capacity, which arise out of, are based upon, or relate in any way to the CSIDs, including but not limited to any claims alleged in the Action and any claims related to the allegations, transactions, facts, events, matters, occurrences, acts, disclosures, representations, omissions, or any other matter whatsoever involved, set

forth, referred to, or otherwise related, directly or indirectly, to the allegations in the Action. Released Claims specifically includes any and all claims for all damages arising out of or alleged to have resulted directly or indirectly from a CSID. Notwithstanding the foregoing, “Released Claims” does not include claims for personal injury or wrongful death arising out of or relating to the CSIDs.

1.27 “Released Parties” means Stoneridge and any parties affiliated or connected with Stoneridge, including all of its officers, directors, employees, parents, shareholders, subsidiaries, affiliates, predecessors, inside and outside attorneys, executors, successors, heirs, assigns, administrators, agents, insurers, representatives, and all of the Related Parties.

1.28 “Releasing Parties” means Representative Plaintiffs, each and every Settlement Class Member, and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates.

1.29 “Replacement CSIDs” means clutch safety interlock devices containing model 16813-01 compression springs.

1.30 “Representative Plaintiffs” means Rickey Royal, Greg Hulcy, and Sandra Epperson. For purposes of this Agreement only, the Settling Parties stipulate that Rickey Royal is a Settlement Class Member.

1.31 “Settlement” means the settlement contemplated by this Agreement.

1.32 “Settlement Class” means all Representative Plaintiffs and all Persons who currently own a vehicle equipped with a Covered CSID, except that excluded from the Settlement Class are the Released Parties and all of the Opt-Outs.

1.33 “Settlement Class Member” means any one of, and “Settlement Class Members” means all of, the members of the Settlement Class.

1.34 “Settlement Hearing” means the hearing at or after which the Court will make a final decision pursuant to Rule 23 of the Federal Rules of Civil Procedure as to whether the Settlement set forth in this Agreement is fair, reasonable, and adequate, and therefore, should receive final approval from the Court.

1.35 “Settling Party” means any one of, and “Settling Parties” means all of, the parties to the Agreement, namely Representative Plaintiffs (on behalf of themselves and the Settlement Class) and Stoneridge.

1.36 “Stoneridge” means Stoneridge, Inc. and Stoneridge Control Devices, Inc.

1.37 “Supplier Terms and Conditions” means the Terms and Conditions (as part of the Supplier Quality Manual exchanged between FTE Automotive, Inc. and Stoneridge), together with the Acknowledgment Form dated February 25, 2005.

1.38 “Unknown Claims” means all Claims of every nature and description which Representative Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties which, if known by him, her, or it, might have affected his, her, or its settlement

with and release of the Released Parties, or might have affected his, her, or its decision not to opt-out or object to this Settlement.

2. The Settlement Consideration

2.1 In consideration of the full and final release, settlement, and discharge of the Released Claims against the Released Parties, and subject to Section 2.2 below, Stoneridge shall provide each Settlement Class Member with a shipped Replacement CSID, valued at approximately \$80, together with instructions describing the appropriate procedure for replacing the CSID.

2.2 In order to receive the consideration set forth in Section 2.1 above, a Settlement Class Member must properly complete and submit a Claim Form during the Claims Period, and the Claim Form must demonstrate that such Settlement Class Member owns a vehicle equipped with a Covered CSID. In the event that a Settlement Class Member timely submits a Claim Form that is deficient (e.g., because it is incomplete, illegible, or missing a signature) prior to the Notice Response Deadline, such Settlement Class Member shall have the opportunity to submit a corrected Claim Form as set forth in Section 6.7 below.

2.3 Stoneridge shall also pay or cause to be paid the Administrative Costs associated with the Settlement.

3. Releases

3.1 Upon the Effective Date, the Releasing Parties, on behalf of themselves and their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, shall be deemed to have, and by operation of the

Final Judgment, shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claim, in any capacity, against any of the Released Parties. Nothing contained herein shall, however, bar the Releasing Parties from bringing any action or claim to enforce the terms of this Stipulation or the Final Judgment.

3.2 With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have waived, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

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

Representative Plaintiffs shall expressly waive and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, territory, foreign country or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Representative Plaintiffs

and/or one or more Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Representative Plaintiffs acknowledge and agree, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

3.3 Pending final determination by the Court of whether the Settlement should be approved, all Releasing Parties are enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Released Party in any court or tribunal or proceeding.

4. Court Approval and Settlement Hearing

4.1 As soon as practicable after execution of this Agreement, Putative Class Counsel shall submit this Agreement and its exhibits to the Court and shall move

for preliminary approval of the Settlement set forth in this Agreement, entry of the Preliminary Approval Order, and approval for the mailing and dissemination of the Postcard Notice pursuant to Section 5 below. The date and time of the Settlement Hearing shall be added to the Postcard Notice before it is mailed and to the Longform Notice before it is posted to the Class Website.

4.2 At the time of the submission of the motion described in Section 4.1 above, the Settling Parties, through their counsel, shall jointly request that, after notice is provided, the Court hold the Settlement Hearing to determine whether to grant final approval of the Settlement and this Agreement and enter a Final Judgment

4.3 In the event that the Court does not enter the Preliminary Approval Order (or an order substantially in the form attached as Exhibit A), Stoneridge or the Representative Plaintiffs may elect to terminate this Settlement and this Agreement shall be null and void and have no force or effect whatsoever (save and except Sections 8.3, 11.1, and 11.20 below).

4.4 If the Court enters the Preliminary Approval Order, then at the resulting Settlement Hearing, the Representative Plaintiffs and Stoneridge, through their counsel, shall address any written objections from Settlement Class Members or any concerns from Settlement Class Members who attend the Settlement Hearing as well as any concerns of the Court, and shall and hereby do, unless provided otherwise in this Agreement, stipulate to final approval of this Agreement and entry of the Final Judgment by the Court.

4.5 In the motion described in Section 4.1, Representative Plaintiffs, through Putative Class Counsel, will propose to the Court the following schedule:

Notice Deadline	Ninety (90) days after the Court enters the Preliminary Approval Order
Filing of Motions for Attorneys' Fees and Costs and for Incentive Awards	No later than ninety (90) days after the Court enters the Preliminary Approval Order
Filing of Motion for Final Approval of the Settlement	No later than thirty (30) days before the Settlement Hearing
Notice Response Deadline	No later than twenty one (21) days before the Settlement Hearing
Settlement Hearing	Approximately ninety (90) days after the Notice Deadline

To the extent necessary, the Settling Parties shall meet and confer on specific dates to replace those provided in the proposed schedule above and shall maintain the intervals contemplated in the event that deadlines fall on weekends or holidays.

4.6 If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel and Stoneridge's Counsel shall request that the Court enter a Judgment substantially in the form attached hereto as Exhibit D.

5. Notice to the Settlement Class Members

5.1 In its Motion pursuant to Section 4.1 above, Putative Class Counsel will ask the Court to authorize notice to the Settlement Class Members pursuant to the provisions of this Section 5, which sets forth the best notice procedures practicable under the circumstances of this Action. The Settling Parties agree that the notice procedures contemplated herein constitute the best notice practicable and satisfy due process.

5.2 Stoneridge, through the Claims Administrator, will provide a copy of the Postcard Notice (substantially in the form attached hereto as Exhibit B) via first class

mail to all class members reasonably identifiable at their last known addresses using data obtained from a vendor, as further described in the motion for preliminary approval, within ninety (90) days after entry of the Preliminary Approval Order, or such later date as ordered by the Court. The Claims Administrator, utilizing addresses obtained from a reputable vendor database customarily used for administration of motor vehicle class action settlements, will endeavor to identify all Settlement Class Members as best as is practicable under the circumstances. Stoneridge will also issue notice as contemplated by the Class Action Fairness Act, 28 U.S.C. § 1715.

5.3 Stoneridge, through the Claims Administrator, will ensure that the Class Website is published through all major search engines within ninety (90) days after entry of the Preliminary Approval Order, or such later date as ordered by the Court. Stoneridge, through the Claims Administrator, will ensure that the Class Website remains accessible for the duration of the Claims Period. The Class Website will contain copies of the Longform Notice and Claims Form so Settlement Class Members can download copies of same and/or request copies of same by mail. The Class Website will also allow Settlement Class Members to use an online form for submission of claims, which online form shall require the same information as the paper version and must also be submitted under penalty of perjury. The Class Website will also contain a homepage, a “Frequently Asked Questions” page with answers, a copy of the Settlement Agreement, and information for contacting the Claims Administrator.

5.4 Stoneridge, through the Claims Administrator, will also establish a toll free telephone number within ninety (90) days after entry of the Preliminary

Approval Order that will be maintained for the duration of the Claims Period that Settlement Class Members can call to get answers to questions concerning the Settlement and to request a copy of the Class Notice by mail.

6. Responses to Class Notice and Motion for Final Approval

6.1 Settlement Class Members may elect to participate in the Action at their own expense through counsel of their choosing. Any Settlement Class Member who so elects will be responsible for any attorneys' fees or costs incurred as a result of such election, and the notice materials advise Settlement Class Members of this option.

6.2 Settlement Class Members may elect to opt out of the Settlement Class and thereby exclude themselves from the Action and the Settlement Class. Persons who wish to become Opt-Outs must fully complete, sign, and submit by mail to the Claims Administrator a written statement meeting the requirements of Section 6.3 below (and as further described in the Longform Notice) on or before the Notice Responsive Deadline.

6.3 Unless and to the extent otherwise ordered by the Court, each written statement must include the following: (a) the name of the Action; (b) the full name, address, telephone, and e-mail address (if any) of the submitting Person; (c) a statement that the submitting Person wishes to be excluded from the Settlement Class and from participating in the Settlement; and (d) the submitting Person's signature. Any Person who submits a request for exclusion from the Settlement Class may thereafter submit to the Claims Administrator a written revocation of that request for exclusion,

provided that such a revocation is received no later than three (3) days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

6.4 With the exception of any Settlement Class Member who completes, signs, and submits by mail to the Claims Administrator a written statement meeting the requirements of Section 6.3 on or before the Notice Response Deadline, all Settlement Class Members will be deemed to have waived their rights to opt out of the Settlement Class and shall be bound by the Releases set forth in this Agreement. Any Settlement Class Members who complete, sign, and submit by mail to the Claims Administrator a written statement meeting the requirements of Section 6.3 on or before the Notice Response Deadline shall have no further role in the Action, shall be regarded for all purposes as if they were never a party to the Action, and shall not be entitled to any benefit as a result of the Action or this Agreement (including, without limitation, the right to object to the Settlement or to claim tolling of any applicable statutes of limitation).

6.5 Settlement Class Members may object to this Agreement by filing a written objection with the Court and serving such written objection on counsel for the Settling Parties (as identified in the Longform Notice) no later than the Notice Response Deadline. Unless and to the extent otherwise ordered by the Court, each written objection must include the following: (a) the full name, address, telephone, and e-mail address (if any) of the Settlement Class Member; (b) the make, model, and Vehicle Identification Number of the Settlement Class Member's vehicle and date code evidence of his or her CSID; (c) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (d) copies of all papers, briefs, evidence, or

other documents upon which the objection is based (if any); (e) a list of all persons who will be called to testify in support of the objection (if any); (f) a statement of whether the Settlement Class Member intends to appear at the Settlement Hearing; and (g) the signature of the objecting Settlement Class Member or his or her counsel. If an objecting Settlement Class Member intends to appear at the Settlement Hearing through counsel, then the written objection must also state the identity of all counsel representing the objecting Settlement Class Member who will appear at the Settlement Hearing.

6.6 In order to appeal from any provision of any order approving the Settlement as fair, reasonable, and adequate, awarding any incentive payments to the Representative Plaintiffs, or awarding any attorneys' fees and expenses to Putative Class Counsel, an objecting Settlement Class Member must appear in person or through counsel at the Settlement Hearing, or seek and obtain leave of Court excusing such appearance prior to the Settlement Hearing, or as otherwise may be permitted by the Court at the Settlement Hearing. Unless otherwise ordered by the Court, counsel for any objecting Settlement Class Member must contact Putative Class Counsel and confer in good faith to resolve any objections consistent with this Court's local rules at least seven (7) days before the Settlement Hearing. Unless otherwise ordered by the Court, Settlement Class Members who do not timely make any objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. The Postcard Notice shall advise Settlement Class Members of their right to object, and the Longform Notice shall advise Settlement Class Members as to the manner in which they must do so pursuant to this Agreement.

6.7 Any Settlement Class Member who submits a Claim Form that is deficient (e.g., the Claim Form is incomplete, illegible, or missing a signature) no later than thirty (30) days before the expiration of the Claims Period shall be sent a letter by the Claims Administrator asking the Settlement Class Member to correct the deficiency by submitting a new Claim Form. Unless the Claims Administrator receives a corrected Claim Form from such Settlement Class Member no later than seven (7) days prior to the Settlement Hearing, he or she will be deemed not to have submitted a Claim Form. For the avoidance of doubt, a Claim Form that demonstrates that a Settlement Class Member does not own a vehicle equipped with a Covered CSID will not be considered deficient, as such persons are not eligible to participate in the Settlement.

6.8 Any Person who submits both a Claim Form and a written statement pursuant to Section 6.3 prior to the Notice Response Deadline shall be sent a letter by the Claims Administrator seeking clarification as to whether the Person wishes to participate in the Settlement. If the Claims Administrator does not receive a cure letter from such Person no later than seven (7) days prior to the Settlement Hearing, then such person will be deemed to have submitted only a Claim Form and will be included in the Settlement Class.

6.9 At the Settlement Hearing, consistent with the rules imposed by the Court, Stoneridge and the Representative Plaintiffs shall request that the Court enter an order consistent with the Settling Parties' motion for final approval and move for entry of the associated Judgment. The Representative Plaintiffs and Putative Class Counsel shall be responsible for justifying any agreed-upon payments set forth in Section 9.1 of this

Agreement. The Settling Parties shall take all reasonable steps, and agree to cooperate in good faith, to secure entry of an order granting final approval of the Settlement and the associated Judgment.

6.10 In addition to the grounds set forth above, Stoneridge shall have the unilateral right to terminate the Settlement in the event that Settlement Class Members timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in the Settling Parties' confidential supplemental agreement (the "Supplemental Agreement"), and in accordance with the terms of the Supplemental Agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Longform Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between the Settling Parties concerning its interpretation or application, in which case the Settling Parties shall submit the Supplemental Agreement to the Court in camera and request that the Court afford it confidential treatment.

7. Conditional Certification of the Settlement Class

7.1 Stoneridge consents, solely for purposes of the Settlement set forth in this Agreement, to the conditional certification of the Settlement Class, the conditional appointment of Putative Class Counsel as counsel for the Settlement Class, and the conditional approval of the Representative Plaintiffs for the Settlement Class.

7.2 Notwithstanding the consents in Section 7.1 above, if this Settlement or Agreement is terminated, fails to be approved, fails to become effective, or otherwise

fails to be consummated, the Court shall vacate the conditional certification of the Settlement Class, conditional appointment of Putative Class Counsel as counsel for the Settlement Class, and conditional approval of the Representative Plaintiffs for the Settlement Class. In addition, if this Settlement or Agreement is terminated, fails to be approved, fails to become effective, or otherwise fails to be consummated, the Settling Parties specifically reserve all rights as set forth in Section 8.3 below.

8. Effective Date and Termination

8.1 The Effective Date of this Agreement shall be conditioned on the occurrence of all of the following: (a) the Court's entry of the Preliminary Approval Order (substantially in the form attached as Exhibit A); (b) the Court's entry of the Judgment (substantially in the form attached as Exhibit D); and (c) the Judgment becoming Final.

8.2 In the event that the Effective Date does not occur, this Agreement shall be null and void and have no force or effect (save and except Sections 8.3, 11.1, and 11.20 below) unless the Settling Parties agree in writing to proceed with this Agreement.

8.3 In the event that this Agreement is not approved by the Court in its entirety (save and except for any formatting or typographical changes or any changes agreed upon in writing by the Settling Parties), the Settlement is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, the Effective Date does not occur, or the Judgment does not become Final, then no consideration will be paid to Settlement Class Members or Representative Plaintiffs pursuant to this Agreement, the Settling Parties will bear their own costs and attorneys' fees associated

with their efforts to obtain Court approval, the Settling Parties shall resume the Action at such time as if this Agreement had never existed, each of the Settling Parties will be restored to the place it was in as of the date this Agreement was signed with the right to assert in the Action any argument or defense that was available to it at that time (including any arguments relating to class certification), any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and this Agreement shall be void and have no force or effect whatsoever save and except for this Section and Sections 11.1 and 11.20 below.

9. Putative Class Counsel’s Motion for Attorneys’ Fees and Costs

9.1 Putative Class Counsel intends to submit a motion for attorneys’ fees and costs (the “Fee Application”) for consideration by the Court. Stoneridge shall not object to the Fee Application provided that Putative Class Counsel seek no more than three hundred and seventy-five thousand dollars (\$375,000) in attorneys’ fees and costs. The Fee Application must be filed no later than ninety (90) days after the Court enters the Preliminary Approval Order.

9.2 Any payments made pursuant to Section 9.1 above shall constitute full and complete satisfaction of any claims for fees or costs, and the Representative Plaintiffs and Putative Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall not seek nor be entitled to any additional attorneys’ fees or costs under any theory. The Representative Plaintiffs and Putative Class Counsel agree that they shall be responsible for justifying the amount of this cost and fee payment to the Court, and agree to submit the necessary materials to justify this payment by the

deadline set forth in this Agreement. In the event that the Court (or an appellate court) awards less than the maximum amount for attorneys' fees and/or costs, only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of this section and full payment thereunder, and any remaining or unawarded portion of the \$375,000 shall remain the property of Stoneridge. If the Court does not approve payment of the full amount requested by Putative Class Counsel for attorneys' fees and costs, this Agreement and the Settlement remain binding on Putative Class Counsel and the Settlement Class, and the Agreement and Settlement are in no way conditioned upon the Court's approval of an award of attorneys' fees and costs in the amount that Putative Class Counsel requests.

9.3 In the event that the Court grants the Fee Application and the award does not exceed three hundred and seventy-five thousand dollars (\$375,000), Stoneridge shall pay to Putative Class Counsel the amount of such award no later than fifteen (15) days after the Effective Date. Putative Class Counsel shall provide counsel for Stoneridge with all necessary taxpayer identification numbers, a Form W-9, and any other required tax forms in connection with same.

9.4 The terms by which any award of attorneys' fees and costs will be determined have been negotiated independently from the other terms of the Settlement and do not take from, or in any way diminish, the Settlement consideration under this Agreement or any other benefits received by Settlement Class Members. The allowance or disallowance by the Court of an award of attorneys' fees and/or expenses will be

considered and determined by the Court separately from the Court's consideration and determination of the fairness, reasonableness, and adequacy of the class Settlement.

10. Class Representative Incentive Payment Application

10.1 Representative Plaintiffs intend to file an application with the Court for an award of incentive payments in the amount of five thousand dollars (\$5,000) for each of the Representative Plaintiffs (the "Incentive Payment Application"). Stoneridge shall not object to the Incentive Payment Application provided that the total award sought does not exceed fifteen thousand dollars (\$15,000). The Incentive Payment Application must be filed not later than ninety (90) days after the Court enters the Preliminary Approval Order.

10.2 In the event that the Court grants the Incentive Payment Application and the award does not exceed fifteen thousand dollars (\$15,000), Stoneridge shall pay, through the Claims Administrator, the amount of such award no later than fifteen (15) days after the Effective Date. Putative Class Counsel shall provide counsel for Stoneridge with all necessary taxpayer identification numbers, a Form W-9, and any other required tax forms in connection with same.

10.3 This Agreement and Settlement are in no way conditioned on the Court's approval of any award of incentive payments to the Representative Plaintiffs, and this Agreement and the Settlement shall remain binding on Putative Class Counsel, Representative Plaintiffs, and Settlement Class Members irrespective of whether the Incentive Payment Application is granted.

11. Miscellaneous Provisions

11.1 The Settling Parties covenant and agree that neither this Agreement, nor the fact nor any terms of the Settlement, nor any communication relating thereto is evidence, or an admission or concession by any Settling Party or their counsel, any Settlement Class Member, or any of the Released Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Agreement is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by any Settling Party, Settlement Class Member, or any of the Released Parties, or any damages or injury to any Settling Party, Settlement Class Member, or any Released Parties. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any Released Party, or of any infirmity of any defense, or of any damages to Representative Plaintiffs or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact or any purported liability, fault, or wrongdoing of

the Released Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Agreement or the Final Judgment may be introduced in any proceeding, whether in this Court or otherwise, as may be necessary to enforce the Settlement or Final Judgment, to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or any similar defense or theory of preclusion, or as otherwise required by law.

11.2 To the maximum extent permitted by law, the Settling Parties and their counsel, and each of them, agree that all agreements made and orders entered during the pendency of the Action relating to confidentiality of information (including but not limited to the Protective Order) shall survive this Agreement.

11.3 The Agreement compromises claims which are contested in good faith. The Settling Parties agree that the amounts paid in Settlement and the other terms of the Settlement were negotiated in good faith, and at arms-length, by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

11.4 The Settling Parties acknowledge and agree that it is their intent to consummate this Agreement, and further agree to cooperate in good faith to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement, to recommend acceptance of the Settlement by all Settlement Class Members, and to cooperate in good faith to obtain preliminary and final approval of the Settlement and towards entry of a Final Judgment. The Settling Parties and their counsel further agree

that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Settlement.

11.5 Putative Class Counsel shall provide Stoneridge with draft copies of the pleadings they intend to file in support of this Agreement and Settlement prior to filing same. Stoneridge must provide any comments or suggested changes after receipt of any such pleading. If Representative Plaintiffs' make any material changes to the draft copies provided, they will inform Stoneridge and provide those changes.

11.6 Putative Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Agreement in order to effect its terms and to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate.

11.7 The Settling Parties shall agree upon language for a press release or releases, if any. If no agreement is reached, the Settling Parties shall submit proposed language for a mutual press release to the Court for resolution.

11.8 All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

11.9 The Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by or on behalf of each of the Settling Parties of their respective successors-in-interest. No waiver of any provision of this Agreement or consent to any departure by either Settling Party therefrom shall be effective unless the same shall be in writing, signed by the Settling Parties or their counsel, and then such

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No amendment or modification made to this Agreement pursuant to this Section shall require any additional notice to Settlement Class Members, including written or publication notice, unless ordered by the Court. The Representative Plaintiffs and Putative Class Counsel agree not to request a Court order requiring such additional notice. The Settling Parties agree and acknowledge that they will make no claim at any time or place that this Agreement has been orally modified or otherwise changed by oral communication of any kind or character.

11.10 This Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and supersede any prior agreements among the Settling Parties. No representations, warranties, promises, inducements or any other statements have been made to or relied upon by any Settling Party concerning this Agreement, other than the representations, warranties and covenants expressly set forth herein. Representative Plaintiffs, on behalf of themselves and the Settlement Class, acknowledge and agree that any and all other representations and warranties of any kind or nature, express or implied, are specifically disclaimed and were not relied upon in connection with this Agreement. In entering this Agreement, the Settling Parties relied solely upon their own knowledge and investigation and the advice of their counsel. Except as otherwise provided herein, each party shall bear its own costs.

11.11 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute but one and the same agreement. Portable document files

transmitted via e-mail, facsimiles, and copies of original signatures may be accepted and will have the same force and effect as the original. A complete set of original executed counterparts shall be filed with the Court.

11.12 Each of the attorneys executing this Agreement, any of its exhibits, or any related documents on behalf of any Settling Party hereby warrants and represents that he or she has been duly empowered and authorized to do so by the Settling Party he or she represents.

11.13 Representative Plaintiffs and Putative Class Counsel represent and warrant that the none of the Representative Plaintiffs' claims or causes of action against one or more Defendants in the Action or referred to in this Agreement, or that could have been alleged against one or more Defendants in the Action, have been assigned, encumbered or in any manner transferred in whole or in part.

11.14 Whenever this Agreement requires or contemplates that one or more of the Settling Parties or the Claims Administrator shall or may give notice to a Settling Party, notice shall be provided by e-mail and/or next-day (excluding weekends) express delivery service as follows:

Scott P. Drake
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
scott.drake@nortonrosefulbright.com

Jeff Embry
Hossley & Embry, LLP
515 S. Vine Ave.
Tyler, Texas 75702
jeff@hossleyembry.com

11.15 Any Person receiving any consideration pursuant to this Agreement shall alone be responsible for the reporting and payment of any federal, state, and/or local income tax or other form of tax on any payment or consideration made pursuant to this Agreement and Stoneridge shall have no obligations to report or pay any federal, state, and/or local income tax or other form of tax on any payment or consideration made pursuant to this Agreement. No party shall be deemed the prevailing party for purposes of this Action. The Representative Plaintiffs represent and warrant that Stoneridge and its counsel have not made any representations or warranties concerning any tax obligations that may arise in connection with the Settlement or this Agreement.

11.16 The Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, and assigns of the Settling Parties hereto, but the Settling Parties do not intend to create any third party beneficiaries and this Agreement does not create any third party beneficiaries (either express or implied).

11.17 This Court retains exclusive jurisdiction with respect to the implementation and enforcement of the terms of the Agreement and Settlement and any discovery sought from or concerning objectors to this Agreement, and all Settling Parties submit to the jurisdiction of the Court for such purposes. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

11.18 This Agreement and the exhibits hereto were negotiated, executed and delivered, and will be deemed to have been wholly performed, in the State of Texas, and this Agreement and the exhibits hereto shall be construed, enforced in accordance with, and governed by the internal substantive laws of the State of Oklahoma, without

regard to principles of conflict of laws.

11.19 This Agreement results from negotiations between the Settling Parties and their legal counsel, and each Settling Party acknowledges that it has had the opportunity to negotiate modifications to the language of this Agreement. Accordingly, each Settling Party agrees that in any dispute regarding the interpretation or construction of this Agreement, no statutory, common law or other presumption shall operate in favor of or against any party hereto by virtue of his or its role in drafting or not drafting the terms and conditions set forth herein. Captions or headings used in this Agreement are for the convenience of the Parties only, and shall not be considered part of this Agreement or used to construe the terms of this Agreement. In this Agreement, the singular includes the plural, and vice versa; likewise, the disjunctive includes the conjunctive, and vice versa.

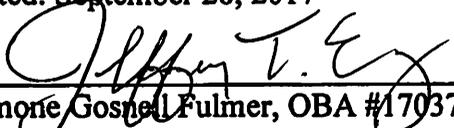
11.20 Other than any necessary disclosures made to the Court or Claims Administrator, the facts of the Settlement and all related information shall be held strictly confidential by the Representative Plaintiffs and Putative Class Counsel and their agents until such time as the Court enters the Preliminary Approval Order. Nothing in this Agreement shall restrict Putative Class Counsel's right to communicate with individual Settlement Class Members. Nothing in this provision requires Putative Class Counsel to file under seal the Settlement Agreement, the motion for preliminary approval, or any evidence or supporting documents filed in conjunction with the motion for preliminary approval, but all such requirements applicable under the Protective Order or any other applicable privilege or protective doctrine shall remain in effect, and all agreements by,

between or among the Settling Parties, their counsel and their other advisors as to the confidentiality of information exchanged between or among them shall Agreement in full force and effect, and shall survive the execution and any termination of this Agreement and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement.

11.21 Representative Plaintiffs, Putative Class Counsel, and the experts, staff, and consultants assisting them in this Action agree that they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the subject matter of this Action against the Released Parties or any person or entity seeking to publicly disparage or economically harm the Released Parties with respect to any matter relating to the subject matter of this Action.

[Signature Pages To Follow]

Dated: September 28, 2017



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ATTORNEYS FOR DEFENDANTS
STONERIDGE, INC. AND
STONERIDGE DEVICES, INC.

EXHIBIT A

which the Court will consider whether to grant final approval to the Settlement (the “Settlement Hearing”).

ACCORDINGLY, the Court GRANTS the Motion for Preliminary Approval, and IT IS HEREBY ORDERED that:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

2. The Court finds, preliminarily and solely for settlement purposes, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Rickey Royal are typical of the claims of the Settlement Class he seeks to represent; (d) Rickey Royal fairly and adequately represents the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only the individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court, preliminarily and solely for settlement purposes, conditionally certifies the following Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure:

All United States residents who currently own vehicles incorporating “Covered CSIDs,” defined as all clutch safety interlock devices containing model 16813 compression springs that (1) were built between February 24, 2005 and January 1, 2007; and (2) are not subject to any recall campaign (included but not limited to Chrysler recall campaigns 14V-795 and 15V-222).

Excluded from the foregoing Settlement Class are the Released Parties and all Settlement Class Members who opt out of the settlement.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for purposes of this settlement only, the Court appoints Rickey Royal as the Class Representative on behalf of the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for purposes of this settlement only, the Court appoints the law firms of Hossley & Embry, LLP and Kelly, Durham & Pittard, LLP as Class Counsel for the Settlement Class.

6. The Court preliminary finds that the Settlement Agreement resulted from good faith, arm's-length negotiations and is sufficiently fair, reasonable, and adequate to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class Members and holding a Settlement Hearing.

7. The Settlement Agreement is preliminarily approved subject to further consideration at the Settlement Hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, which is hereby scheduled to be held before the Court on _____, at __: __ ____, at which point the Court will:

a. determine finally whether the applicable prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied;

b. determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

c. determine finally whether a final judgment should be entered, as contemplated by the Settlement Agreement, dismissing the Action on the merits with

prejudice and whether the release by the Releasing Parties of the Released Parties, as set forth in the Settlement Agreement, should be ordered, along with a permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims extinguished by the release against any of the Released Parties;

d. consider the awards of attorneys' fees, costs, and incentive awards contemplated by the Settlement Agreement;

e. consider objections to the Settlement made by Settlement Class Members, if any, provided that such objections were made in accordance with the procedures set forth in the Settlement Agreement and herein; and

f. consider and rule upon such other matters as the Court may deem appropriate.

8. Class Counsel shall file a motion for final approval of the Settlement no later than thirty (30) days prior to the Settlement Hearing.

9. Class Counsel shall have the authority to enter into the Settlement on behalf of the Settlement Class with respect to all acts or consents required or that may be given pursuant to the Settlement Agreement or other such acts that are reasonably necessary to consummate the Settlement.

10. For settlement purposes only, Heffler Claims Group is appointed and approved as the Claims Administrator to supervise and administer the notice procedure and process claims consistent with the Settlement Agreement.

11. The Court approves the form, substance, and requirements of the Postcard Notice, Longform Notice, and the Claim Form, each of which is an exhibit to the Settlement

Agreement.

12. Stoneridge, through the Claims Administrator, shall cause the Postcard Notice, substantially in the form attached as an exhibit to the Settlement Agreement, to be disseminated as follows:

a. No later than ninety (90) days following the entry of this Order, copies of the Postcard Notice shall be sent via first class mail through the United States Postal Service to all reasonably identifiable members of the Settlement Class at their last known addresses, which shall be obtained from R. L. Polk & Co.;

b. No later than ninety (90) days following the entry of this Order, the Class Website shall be published (which website shall be maintained until after the Settlement Hearing), and the Class Website will (1) contain copies of the Longform Notice and Claims Form so that Settlement Class Members can download copies of same and/or request copies of same by mail and (2) allow Settlement Class Members to use an online form (materially identical to the paper version) for submission of claims;

c. No later than ninety (90) days following the entry of this Order, a toll-free telephone number will be established for members of the Settlement Class to contact the Claims Administrator (which phone number shall be maintained until after the Settlement Hearing);

13. Stoneridge will also issue notice as contemplated by the Class Action Fairness Act, 28 U.S.C. § 1715.

14. The Court finds that the forms and methods set forth herein and in the Settlement Agreement for notifying Settlement Class Members of the Settlement and its

terms and conditions meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for in the Settlement Agreement, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

15. In order to receive a Replacement CSID under the Settlement, Settlement Class Members must submit a Claim Form (either by mail or through the Class Website) no later than three hundred and sixty five (365) days following the entry of this Order, and the Claim Form must demonstrate that the Settlement Class Member owns a vehicle equipped with a Covered CSID.

16. In the event that a Settlement Class Member timely submits a Claim Form that is deficient (e.g., because it is incomplete, illegible, or missing a signature) such Settlement Class Member shall be afforded a reasonable opportunity to submit a corrected Claim Form (pursuant to the procedures in Section 6.7 of the Settlement Agreement).

17. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Settlement Agreement. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing the Claim Forms, nor shall any Discovery from or of Stoneridge be allowed on any topic.

18. All Settlement Class Members who do not submit valid and timely Claim Forms will be forever barred from receiving any consideration under Section 2.1 of the

Settlement, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Final Judgment, if entered.

19. All Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner as follows:

a. Settlement Class Members wishing to opt out of the Settlement Class must fully complete, execute, and mail a signed, written statement meeting the requirements set forth in the Settlement Agreement and the Longform Notice no later than twenty one (21) days prior to the Settlement Hearing (the “Notice Response Deadline”);

b. If a complete and proper statement meeting such requirements is not received by the Claims Administrator on or before the Notice Response Deadline, then such member of the Settlement Class will be deemed to have forever waived his or her right to opt out of the Settlement Class, the Releases described in the Settlement Agreement shall apply to such Settlement Class Member, and such Settlement Class Member shall be deemed a member of the Settlement Class;

c. Settlement Class Members who timely submit a complete and proper statement meeting such requirements shall have no further role in the Action, shall be regarded for all purposes as if they were never a party to the Action, and shall not be entitled to any benefit as a result of the Action or the Settlement Agreement (including, without limitation, the right to object to the Settlement or to claim tolling of any applicable statutes of limitation); and

d. Any Person who submits a request for exclusion from the Settlement

Class may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that such a revocation is received no later than three (3) days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

20. Settlement Class Members who wish to object to the Settlement, if any, must file a written objection with the Court and serve any such written objection on counsel for the respective Settling Parties (as identified in the Longform Notice) no later than the Notice Response Deadline. The objection must contain:

a. the full name, address, telephone, and e-mail address (if any) of the Settlement Class Member;

b. the make, model, and Vehicle Identification Number of the Settlement Class member's vehicle and date code evidence of his or her CSID;

c. a written statement of all grounds for the objection accompanied by legal support for the objection (if any);

d. copies of all papers, briefs, evidence, or other documents upon which the objection is based (if any);

e. a list of all persons who will be called to testify in support of the objection (if any);

f. a statement of whether the Settlement Class Member intends to appear at the Settlement Hearing; and

g. the signature of the objecting Settlement Class Member or his or her legal counsel.

21. Unless otherwise ordered by the Court, no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, if approved, or the Final Judgment, or any other order relating thereto, unless such Settlement Class Member has met the foregoing requirements and appears in person or through counsel at the Settlement Hearing, or seek and obtain leave of Court excusing such appearance prior to the Settlement Hearing, or as otherwise may be permitted by the Court at the Settlement Hearing. If an objecting Settlement Class Member intends to appear at the Settlement Hearing through counsel, then the written objection must also state the identity of all counsel representing the objecting Settlement Class Member who will appear at the Settlement Hearing.

22. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Final Judgment to be entered approving the Settlement, or any other order relating thereto, unless otherwise ordered by the Court, and shall be bound by the terms and provision of the Settlement Agreement and by all determinations and judgments in the Action, and shall be foreclosed from appealing from any judgment or order entered in this Action.

23. Unless otherwise ordered by the Court, counsel for any objecting Settlement Class Member must contact Putative Class Counsel and confer in good faith to resolve any objections consistent with this Court's local rules at least seven (7) days before the Settlement Hearing.

24. The Settling Parties shall file any responses to objections filed by Settlement Class Members no later than seven (7) days prior to the Settlement Hearing.

25. Putative Class Counsel shall file its motions for an award of attorneys' fees and costs and for class representative incentive payments no later than ninety (90) days following the entry of this Order.

26. The Court reserves the right to continue the date of the Settlement Hearing and related deadlines. In that event, the revised hearing date and/or deadlines shall be posted on the website maintained by the Claims Administrator, and the parties shall not be required to re-send or re-publish the notices. In the event that a deadline set forth in this Order falls on a Saturday, Sunday, or Court holiday, the operative deadline shall be the next date that is not a Saturday, Sunday, or Court holiday. The Court further reserves the right to adjourn the Settlement Hearing without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without any further notice to the Settlement Class.

27. The certification of the Settlement Class for settlement purposes shall be without force or effect if: (a) the Court does not give final approval to the Settlement as contemplated in the Settlement Agreement; or (b) the Court's approval of the Settlement and/or entry of a final approval order and judgment are reversed or modified on appeal.

28. In the event the Settlement is not finally approved or is otherwise terminated in accordance with the provisions of the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status*

quo ante rights of Plaintiffs, Defendants, and Settlement Class Members.

29. Neither the Settlement Agreement, nor any of its terms or provisions, nor any or the negotiations or proceedings connected with it, shall be construed as an admission or concession by Stoneridge, its counsel, or any of the other Released Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that the Plaintiffs or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Agreement, nor any of its terms or provisions, nor any or the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Plaintiffs of the validity of any factual or legal defense or of the infirmity of any claims or facts alleged in this Action.

30. Pending final determination by the Court of whether the Settlement should be approved, all Releasing Parties are enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Released Party in any court or tribunal or proceeding. Unless and until the Settlement Agreement is terminated pursuant to the provisions set forth herein, all proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, will be stayed and suspended until further order of the Court.

31. This Court retains, until the end of the Claims Period, exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement Agreement, including by way of illustration and not limitation, any dispute concerning any Claim Form submitted and any future requests by one or more of the parties that the Final

Judgment, the releases, and or the permanent injunction set forth in the Settlement Agreement be enforced.

DATED this _____ day of _____, 2017.

U.S. DISTRICT COURT JUDGE

EXHIBIT B

Important Court-Ordered Legal Notice

[Postage Prepaid]

CLAIMS ADMINISTRATOR

ADDRESS LINE 1

ADDRESS LINE 2

ADDRESS LINE 3

**You may be entitled to a free Clutch Safety Interlock Device
as part of a Class Action Settlement.
This Notice may affect your legal rights. Please read it carefully.**

Name
Address
City State Zip

This is only a summary of the information. For detailed information about the Settlement, your rights, and the benefits that may be available to you, visit: www._____.com

Rickey Royal et al. v. Stoneridge, Inc. et al
Case No. 5:14-cv-0140-F (W.D. Okla.)

A proposed Settlement has been reached concerning Stoneridge, Inc. (“Stoneridge”) clutch safety interlock devices (“CSIDs”) installed in certain Chrysler 2006–2007 model year vehicles with manual transmissions. Plaintiffs claim that the CSIDs are defective and can fail. Stoneridge denies any wrongdoing. You received this because you or someone in your family may own a vehicle equipped with a covered CSID.

Under the terms of the proposed Settlement, Stoneridge has agreed to provide a free replacement CSID to eligible owners. The Settlement Agreement, available at www._____.com, provides more detail, and explains who is eligible for a replacement CSID. To qualify, you must submit a Claim Form by mail, online, or you can request it by calling the Claims Administrator (call 1-xxx-xxx-xxxx). The deadline to file a Claim Form is _____, 2018. As explained in the detailed notice, you can exclude yourself or object. If you do not want to be legally bound by the Settlement or you want to pursue your own case against Stoneridge, you must exclude yourself by _____, 2018. If you exclude yourself, you cannot get a CSID from this Settlement. If you stay in the Settlement, you may object to it by _____.

The Court will hold a hearing on _____ to decide whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees of \$_____ plus awards of \$_____ for the Representative Plaintiffs, for litigating the case and negotiating the Settlement. The Motion for Fees will be posted on the website after they are filed. You may attend the hearing and ask to be heard, but you do not have to. For more information, call toll free 1-xxx-xxx-xxxx or visit www._____.com.

EXHIBIT C

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>SUBMIT A CLAIM FORM NO LATER THAN _____, 2018</p>	<p>This is the only way to receive a free replacement CSID under the Settlement. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims as (defined in the Settlement Agreement) that you have against Stoneridge and the other Released Parties (defined in the Settlement Agreement).</p>
<p>EXCLUDE YOURSELF NO LATER THAN _____, 2017</p>	<p>If you exclude yourself from the Settlement Class, you will not be eligible to receive a free replacement CSID. This is the only option that allows you to ever be a part of any lawsuit against Stoneridge or the other Released Parties about the legal claims in the Action.</p>
<p>OBJECT TO THE SETTLEMENT NO LATER THAN _____, 2017</p>	<p>If you do not like the proposed Settlement, the request for attorneys’ fees and costs, and/or the request for incentive awards to the Plaintiffs, you may write to the Court and explain why you do not like them. You cannot submit an objection unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p>
<p>FILE A NOTICE OF INTENTION TO APPEAL NO LATER THAN _____, 2017 AND GO TO THE SETTLEMENT HEARING ON _____, 2017</p>	<p>Filing a written objection and notice of intention to appear per the instructions below allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the request for attorneys’ fees and costs, and/or the request for incentive awards to the Plaintiffs. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the Court’s discretion, speak about your objection.</p>
<p>DO NOTHING</p>	<p>You are not required to take any action. If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive a replacement CSID. But you will remain a member of the Settlement Class, which means you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p>

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WHAT IS THE PURPOSE OF THIS NOTICE?

You or someone in your family may own a vehicle containing a CSID that is the subject of the Action and may be eligible to participate in the proposed Settlement.¹

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim that the CSIDs in certain Chrysler vehicles equipped with manual transmissions are defective because they contain return springs that may fatigue. CSIDs operate to prevent ignition unless a vehicle’s clutch pedal is depressed. Plaintiffs claim that fatigued return springs in a CSID can fail such that a driver is able to engage the engine starter motor without the clutch pedal being depressed, which could result in unintended vehicle movement without warning.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated September 28, 2017 (the “Settlement Agreement”), which is available at www._____.com.

The same alleged defect could also prevent engine start up without prior warning, which could cause a crash. Plaintiffs allege that Stoneridge is contractually obligated to indemnify owners of vehicles containing the CSIDs for damages they have sustained, namely the need to replace their CSIDs. Stoneridge denies that the subject CSIDs are defective and denies that it owes any indemnity obligations to any of the owners of vehicles containing the subject CSIDs.

WHY IS THIS A CLASS ACTION?

In a class action lawsuit, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

WHY IS THERE A SETTLEMENT?

The Plaintiffs and Stoneridge do not agree regarding the merits of the Plaintiffs' allegations in the Action and of Stoneridge's defenses in the Action with respect to liability or damages, if any, that would be recoverable if Plaintiffs were to prevail at trial on their claims. The issues on which Plaintiffs and Stoneridge disagree include, but are not limited to: (1) whether the subject CSIDs are defective; (2) whether there is any contract that obligates Stoneridge to indemnify owners of the subject CSIDs for their alleged damages; and (3) the amount of the Class Members' alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial and the Court has not decided in favor of either the Plaintiffs or Stoneridge. Instead, after several years of litigation, the Plaintiffs and Stoneridge have agreed to settle the case. The Class Representative and Class Counsel believe that the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Stoneridge. Among the reasons why Class Counsel and the Class Representative believe the Settlement is fair is that there is uncertainty about whether they will be able to prove that the CSIDs are defective, that Stoneridge contractually agreed to indemnify owners of the CSIDs, and/or the resulting damages, if any.

Stoneridge has denied the claims asserted against it in the Action and denies having engaged in any wrongdoing or violation of law of any kind whatsoever. Stoneridge has agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Stoneridge.

The Court has already preliminarily approved the Settlement and conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves, voice their support or opposition to final approval of the Settlement, and a Claim Form to receive the replacement CSID offered by the Settlement. However, because the settlement of a class action determines the rights of all members of the class, the Court must give final approval to the Settlement before it can be effective. If the Court does not give final approval to the Settlement, or if it is terminated, then the Settlement will be void and the Action will proceed as if there had been no Settlement.

HOW DO I KNOW IF I AM A MEMBER OF THE SETTLEMENT CLASS?

The Settlement Class includes United States residents who currently own vehicles equipped with manual transmissions that incorporate CSIDs built between February 24, 2005 and January 1, 2007 (the “Relevant Period”). As explained below, each CSID has a date code that can be used by the Claims Administrator to determine whether it was built during the Relevant Period.

Chrysler is conducting recall campaigns supervised by the National Highway Traffic Safety Administration that apply to some of these vehicles, and vehicles that are subject to the recall campaigns are excluded from the Settlement Class. More information about the Chrysler recalls is available at <https://www.nhtsa.gov/recalls>. Also excluded from the Settlement Class are Stoneridge and its affiliates, the Released Parties, and all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

If you are not sure whether you are included in the Settlement Class, you can ask for free help. For more information, contact the Claims Administrator, Heffler Claims Group, by phone at _____ (toll free), visit the website www._____.com, or fill out and return the Claim Form described below, to see if you qualify to participate in the Settlement.

If you are a Settlement Class Member and you wish to be eligible to participate in the Settlement, you must submit a complete Claim Form to the Claims Administrator in accordance with the instructions under “How Do I Get a Replacement CSID?” below.

HOW DO I FIND THE DATE CODE ON MY CSID?

The CSID is attached to the pushrod beneath your vehicle’s clutch pedal, as shown in the image below (taken from a 2006 Dodge Ram):



Each CSID has a three digit alphanumeric date code etched in the plastic housing, as shown in the image below:



In order to read the date code on your vehicle’s CSID, follow these instructions:

1. Turn off your vehicle and remove the keys from the ignition.
2. Fully apply your vehicle’s parking brake.
3. Move the front driver’s seat to the full rearward position.
4. Read the date code etched on the plastic housing of the CSID.

WARNING: FOR YOUR SAFETY, IT IS ESSENTIAL THAT YOU TURN OFF YOUR VEHICLE, REMOVE THE KEYS, AND FULLY APPLY THE PARKING BRAKE BEFORE ATTEMPTING TO READ THE DATE CODE ON YOUR CSID. UNDER NO CIRCUMSTANCES SHOULD YOU ATTEMPT TO REMOVE YOUR VEHICLE’S CSID OR DISCONNECT THE CSID FROM THE WIRE HARNESS.

WARNING: YOU SHOULD ALWAYS FOLLOW THE INSTRUCTIONS SET FORTH IN YOUR VEHICLE’S OWNERS MANUAL WHEN STARTING YOUR VEHICLE, AND SHOULD NEVER ATTEMPT TO START YOUR VEHICLE WITHOUT FIRST DEPRESSING THE CLUTCH PEDAL TO THE FLOOR.

WHAT DOES THE SETTLEMENT PROVIDE?

Under the Settlement, which remains subject to Court approval, Stoneridge will provide all participating Class Members with a free replacement CSID. The retail value of a replacement

CSID is approximately \$80. Stoneridge is also paying for the cost of the Claims Administrator.

Additionally, Class Counsel will ask the Court to award them attorneys' fees and costs of up to \$375,000 as reimbursement for their costs and for their substantial time, expense, and effort expended in investigating the facts, litigating the legal claims in the Action, and negotiating the Settlement. Class Counsel will also ask the Court to award each of the three Representative Plaintiffs \$5,000 for their time, effort, and service in the Action (for a total of \$15,000).

HOW DO I GET A REPLACEMENT CSID?

To qualify for a free replacement CSID, you must send in a completed copy of the Claim Form attached to this Notice by mail or submit a Claim Form using the online submission system. You may obtain a copy of the Claim Form or submit an online Claim Form on the internet at www._____.com. Read the instructions on the Claim Form carefully before submission. To submit a Claim Form online, go to www._____.com. To submit a Claim Form by mail, fill out the form, sign it at where indicated, and mail the form, postmarked no later than _____, 2018, to the Claims Administrator at the below address:

Clutch Switch Settlement
C/O Heffler Claims Group
Address Line 1
Address Line 2
Address Line 3

Any Settlement Class Member who submits a timely Claim Form to the Claims Administrator that shows that their CSID was built during the Relevant Period will receive a replacement CSID along with installation instructions that can be provided to whoever performs the replacement.

WHAT AM I GIVING UP TO PARTICIPATE IN THE SETTLEMENT?

Unless you excluded yourself from the Settlement Class no later than _____, 2017, you will remain a member of the Settlement Class and will be bound by the release of claims against Stoneridge and the other Released Parties if the Settlement is approved. This means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be a part of any other lawsuit against) Stoneridge and the other Released Parties from any and all claims which arise out of, are based upon, or relate in any way to the CSIDs built during the Relevant Period. This means that all of the Court's orders will apply to you and legally bind you, and that you will accept a replacement CSID as the sole compensation you will receive for any losses you may have suffered as a result of owning a vehicle equipped with a covered CSID. The specific terms of the release are set forth in the Settlement Agreement.

HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive a replacement CSID from this Settlement and you want to keep any right you may have to sue or continue to sue Stoneridge or other Released Parties on your own for claims being released as part of the Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that clearly states: (a) the name of the Action; (b) your full name, address, telephone, and e-mail address (if any); and (c) a statement that you wish to be excluded from the Settlement Class in this Action and from participating in the Settlement. Any such request for exclusion must be signed and submitted by you under penalty of perjury. You must mail your exclusion request, postmarked no later than _____, 2017, to the Claims Administrator at the following address:

Clutch Switch Settlement
 C/O Heffler Claims Group
 Address Line 1
 Address Line 2
 Address Line 3

A request for exclusion is not valid and effective unless it provides all the information called for in this section and is received within the time stated above, or is otherwise accepted by the Court. You cannot exclude yourself from the Settlement by telephone or e-mail. If you properly exclude yourself then you will not be eligible to receive a replacement CSID, you cannot object to the Settlement, and you will not be legally bound by the judgement in the Action.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE STONERIDGE OR THE OTHER RELEASED PARTIES FOR THE SAME THING LATER?

No. Unless you follow the procedures in this Notice to exclude yourself, you give up any right to sue Stoneridge or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement to continue your own lawsuit.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Hossley & Embry, LLP and Kelly, Durham & Pittard, LLP as Class Counsel to represent the Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Class Counsel is below:

Jeffrey T. Embry HOSSLEY & EMBRY, LLP 515 S. Vine Avenue Tyler, Texas 75702 Phone: (903) 526-1772	F. Leighton Durham III KELLY, DURHAM & PITTARD, LLP P.O. Box 224626 Dallas, Texas 75222 Phone: (214) 946-8000
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HOW WILL THE LAWYERS BE PAID?

Class Counsel have expended considerable time litigating this Action on a contingent fee basis and have paid for all expenses of the case themselves to date. They have not received or been paid any attorneys’ fees or been reimbursed from their expenses in advance of this Settlement. Class Counsel have litigated this action at their own expense with the expectation that, if they are successful in recovering relief for the Settlement Class, they will receive attorneys’ fees and be reimbursed for their costs, as is customary in this type of class action litigation. As noted above, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees and costs in an amount not to exceed \$375,000. Class Counsel will also file a motion asking the Court at the Settlement Hearing to award each Representative Plaintiff an amount not to exceed \$5,000 (or \$15,000 total). The Motion for Attorney Fees and Costs will be posted on the website after they are filed. The Court may award less than these amounts. Any amounts awarded by the Court will be paid for by Stoneridge, and will not be paid for by members of the Settlement Class or reduce the relief available to those participating in the Settlement.

HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

You can tell the Court that you do not agree with the Settlement, Class Counsel’s motion for attorneys’ fees and costs, or Class Counsel’s application for incentive awards to the Representative Plaintiffs, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement no later than _____, 2018. Your written objection must include all of the following: (a) the name of the Action; (b) your full name, address, telephone, and e-mail address (if any); (c) the make, model, and Vehicle Identification Number of your vehicle and the date code on your CSID; (c) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (d) copies of all papers, briefs, evidence, or other documents upon which the objection is based (if any); (e) a list of all persons who will be called to testify in support of the objection (if any); (f) a statement of whether you intend to appear at the Settlement Hearing; and (g) your signature or the signature of your counsel. Any person who choose to object must serve copies of any objections, papers, briefs, and evidence to **each** of the addresses listed below no later than _____, 2018:

<p>THE COURT: Clerk of the Court United States District Court Western District of Oklahoma Rm 3102, Courtroom 305 200 N.W. 4th Street Oklahoma City, OK 73102</p>	<p>CLASS COUNSEL: Jeffrey T. Embry HOSSLEY & EMBRY, LLP 515 S. Vine Avenue Tyler, Texas 75702 F. Leighton Durham III KELLY, DURHAM & PITTARD, LLP P.O. Box 224626 Dallas, Texas 75222</p>	<p>COUNSEL FOR STONERIDGE: Scott P. Drake NORTON ROSE FULBRIGHT US LLP 2200 Ross Avenue Suite 3600 Dallas, Texas 75201</p>
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Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, Class Counsel's motion for attorneys' fees and costs, or Class Counsel's application for incentive awards to the Plaintiffs. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Requesting exclusion from the Settlement Class means telling the Court that you do not want to be a part of the Settlement Class or participate in the Settlement. If you exclude yourself from the Settlement Class then you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled by the Court, then you will not be allowed a second opportunity to exclude yourself from the Settlement Class.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?

The Court will hold the Settlement Hearing on _____, 2018 at _____, at the United States District Court, Western District of Oklahoma, 200 N.W. 4th Street, Room 3102, Courtroom 305, Oklahoma City, OK 73102. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, then the Court will consider them and listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel for attorneys' fees and costs and how much to award to the Plaintiffs.

DO I HAVE TO ATTEND THE SETTLEMENT HEARING?

No. Class Counsel will answer any questions that the Court has at the Settlement Hearing. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to the Settlement Hearing to talk about it. As long as you mail your written objection on time, the Court will consider it.

The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not receive a replacement CSID under the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with the lawsuit, or be part of any other lawsuit against Stoneridge or the Released Parties about the Released Claims

(as defined in the Settlement Agreement) ever again.

CAN I SEE THE COURT FILE FOR THE ACTION?

This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Settlement Agreement, which may be inspected during regular office hours at the United States District Court, Western District of Oklahoma, 200 N.W. 4th Street, Room 3102, Courtroom 305, Oklahoma City, OK 73102. Additionally, copies of the Settlement Agreement and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www._____.com.

INQUIRIES

If you have any questions about this Notice, please do not contact the Court.

All inquiries about the Notice, the Settlement, the Claim Form, and any other questions by Settlement Class Members should be directed to:

Clutch Switch Settlement C/O Heffler Claims Group Address Line 1 Address Line 2 Address Line 3	OR	Jeffrey T. Embry Hossley & Embry, LLP 515 S. Vine Avenue Tyler, Texas 75702 903-526-1772 (phone) 903-526-1773 (fax) info@hossleyembry.com
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DATED this _____ day of _____, 2017.

 U.S. DISTRICT COURT JUDGE

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

RICKEY ROYAL, SANDRA	§	
EPPERSON, and GREG HULCY,	§	
Individually on behalf of all putative class	§	
members,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	Civil Action No. 5:14-cv-01410-F
	§	
STONERIDGE, INC.; STONERIDGE	§	
CONTROL DEVICES, INC. f/k/a	§	
JOSEPH POLLAK CORP.,	§	
	§	
<i>Defendants.</i>	§	
	§	

JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a class action is pending in this Court entitled *Rickey Royal, et al., v. Stoneridge, Inc. et al.*, Civil Action No. 5:14-cv-1410-F (the “Action”);

WHEREAS Plaintiffs, on behalf of themselves and the Settlement Class (defined below) and Defendants Stoneridge, Inc. and Stoneridge Control Devices, Inc. (together, “Stoneridge,” and together with Plaintiffs, the “Parties”) have entered into the Stipulation and Agreement of Settlement dated September 28, 2017 (the “Settlement Agreement”), which provides for a complete dismissal with prejudice of the claims asserted against Stoneridge in the Action pursuant to the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning ascribed to them in the Settlement Agreement;

WHEREAS, by Order dated _____, 2017 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2017 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Stoneridge; and

WHEREAS, the Court, having reviewed and considered the Settlement Agreement, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents.** This Judgment incorporates the Settlement Agreement filed with the Court on _____, 2017 and the notices filed with the Court on _____, 2017, each of which is made a part of this Order.

3. **Class Certification for Settlement Purposes.** The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class, defined as follows:

All United States residents who currently own vehicles incorporating “Covered CSIDs,” defined as all clutch safety interlock devices containing model 16813 compression springs that (1) were built between February 24, 2005 and January 1, 2007; and (2) are not subject to any recall campaign (included but not limited to Chrysler campaigns 14V-795 and 15V-222).

Excluded from the Settlement Class are: (i) Stoneridge and its subsidiaries and affiliates; (ii) any person or entity who or which owns a Covered CSID but is or was a partner, officer, director, or controlling person of Stoneridge or any of its subsidiaries or affiliates, as well as members of their immediate families; (iii) any entity which owns a Covered CSID but in which Stoneridge has or had a controlling interest; (iv) Stoneridge’s liability insurance carriers and any affiliates or subsidiaries thereof; (v) the legal representatives, heirs, successors, and assigns of any such excluded person or entity; and (vi) all persons and entities listed on Appendix A hereto.

4. **Adequacy of Representation.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Rickey Royal as the Class Representative for the Settlement Class and appointing Hossley & Embry, LLP and

Kelly, Durham & Pittard, LLP as Class Counsel for the Settlement Class. Rickey Royal and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice.** The Court finds that dissemination of the Postcard Notice by mail, in conjunction with publication of the Class Website: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Class Counsel's motion for an award of attorneys' fees and costs; (iv) their right to object to any aspect of the Settlement and/or Class Counsel's motion for attorneys' fees and costs; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable laws.

6. **Final Settlement Approval.** Pursuant to and in accordance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the

dismissal with prejudice of the claims asserted against Stoneridge in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions in the Settlement Agreement.

7. **Dismissal of Claims.** The Action and all of the claims asserted against Stoneridge in the Action by Plaintiffs and the Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

8. **Binding Effect.** The terms of the Settlement Agreement and this Judgment shall be forever binding on Stoneridge, Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form), as well as their respective successors and assigns; provided, however, that the persons and entities listed on Appendix A hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Judgment.

9. **Releases.** The Releases set forth in Section 3 of the Settlement Agreement, together with the definitions contained in Section 1 of the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 9(b) below, upon the Effective Date of the Settlement, Plaintiffs and each of the Settlement Class Members, on behalf of themselves and their respective predecessors, executors,

administrators, heirs, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Claim against Stoneridge and the other Released Parties, and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties. Pursuant to Section 1.26 of the Settlement Agreement, the foregoing releases shall not apply to claims for personal injury or wrongful death arising out of or relating to the CSIDs.

(b) Notwithstanding paragraph 9(a) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

10. **Injunction.** All parties to the Action are permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting against the Released Parties, either individually, derivatively, on behalf of a class, or otherwise, in this Court or in any other forum, any claim, counterclaim, cross-claim, third-party claim or other action for contribution, however denominated, that is related to, based upon, or arises out of the Released Claims.

11. **Rule 11 Findings.** The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

12. **No Admissions.** Neither this Judgment nor the Settlement Agreement (whether or not consummated), including the exhibits thereto, the negotiations leading to the execution of the Settlement Agreement, nor any proceedings taken pursuant to or in connection with the Settlement Agreement and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against Stoneridge or any of the Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Parties or in any way referred to for any other reason as against any of the Released Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement;

(b) shall be construed against any of Released Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; provided, however, that the Parties and the Released Parties and their respective counsel may refer to this Judgment and the Settlement Agreement to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

13. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; and (b) the Settlement Class Members for all matters relating to the Action.

14. **Modification of the Settlement Agreement.** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement and/or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

15. **Termination of Settlement.** If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Stoneridge, and the Parties shall revert to their respective positions in the Action as of _____, as provided in the Settlement Agreement.

16. **Entry of Final Judgment.** There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

DATED this _____ day of _____, 2018.

U.S. DISTRICT COURT JUDGE

APPENDIX A:
List of Persons and Entities Excluded
From the Settlement Class Pursuant to Request

EXHIBIT E

Clutch Switch Settlement
C/O Heffler Claims Group
Address Line 1
Address Line 2
Address Line 3
Address Line 4

YOUR FAILURE TO SUBMIT YOUR CLAIM FORM BY _____, 2018 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANYTHING IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDED YOURSELF.

SUBMISSION OF A CLAIM FORM DOES NOT ASSURE THAT YOU WILL RECEIVE A REPLACEMENT CSID UNDER THE SETTLEMENT. AS SET FORTH IN THE NOTICE, ONLY PERSONS WHO CURRENTLY OWN VEHICLES EQUIPPED WITH CSIDS THAT WERE BUILT BETWEEN FEBRUARY 24, 2005 AND JANUARY 1, 2007 (BASED ON THE DATE CODE ON THE CSID) ARE ELIGIBLE TO RECEIVE A REPLACEMENT CSID.

WARNING: FOR YOUR SAFETY, IT IS ESSENTIAL THAT YOU TURN OFF YOUR VEHICLE, REMOVE THE KEYS, AND FULLY APPLY THE PARKING BRAKE BEFORE ATTEMPTING TO READ THE DATE CODE ON YOUR CSID. FOLLOW ALL INSTRUCTIONS IN THE CLASS NOTICE.

I. CLAIMANT INFORMATION

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Preferred Phone: _____

Email: _____

II. VEHICLE INFORMATION

Do you own a model year 2006 or 2007 vehicle equipped with a manual transmission?
YES ___ NO _____

What is the make and model of your vehicle? _____

What is your Vehicle Identification Number? _____

What is the date code on your clutch safety interlock switch? _____

III. REQUIRED AFFIRMATION

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

All Claim Forms must be postmarked no later than _____, 2018 to:

**Clutch Switch Settlement
C/O Heffler Claims Group
Address Line 1
Address Line 2
Address Line 3
Address Line 4**