UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2022

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________.
Commission File Number: 001-36127

COOPER-STANDARD HOLDINGS INC.
(Exact name of registrant as specified in its charter)

Delaware	**20-1945088**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

40300 Traditions Drive
Northville, Michigan 48168
(Address of principal executive offices)
(Zip Code)
(248) 596-5900
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	CPS	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 29, 2022, there were 17,062,869 shares of the registrant's common stock, $0.001 par value, outstanding.

COOPER-STANDARD HOLDINGS INC.

Form 10-Q

For the period ended March 31, 2022

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollar amounts in thousands except per share amounts)

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Sales	$ 612,984	$ 668,967
Cost of products sold	591,442	600,675
Gross profit	21,542	68,292
Selling, administration & engineering expenses	51,904	58,054
Gain on sale of business, net	—	(891)
Amortization of intangibles	1,746	1,772
Restructuring charges	7,831	21,047
Impairment charges	455	—
Operating loss	(40,394)	(11,690)
Interest expense, net of interest income	(18,177)	(17,784)
Equity in (losses) earnings of affiliates	(1,356)	786
Other expense, net	(1,211)	(5,089)
Loss before income taxes	(61,138)	(33,777)
Income tax expense	652	936
Net loss	(61,790)	(34,713)
Net loss attributable to noncontrolling interests	430	849
Net loss attributable to Cooper-Standard Holdings Inc.	$ (61,360)	$ (33,864)
Loss per share:		
Basic	$ (3.58)	$ (2.00)
Diluted	$ (3.58)	$ (2.00)

The accompanying notes are an integral part of these financial statements.

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Unaudited)
(Dollar amounts in thousands)

	Three Months Ended March 31,	
	2022	2021
Net loss	$ (61,790)	$ (34,713)
Other comprehensive income (loss):		
Currency translation adjustment	8,365	(6,572)
Benefit plan liabilities adjustment, net of tax	984	2,739
Fair value change of derivatives, net of tax	2,431	(571)
Other comprehensive income (loss), net of tax	11,780	(4,404)
Comprehensive loss	(50,010)	(39,117)
Comprehensive loss attributable to noncontrolling interests	441	1,101
Comprehensive loss attributable to Cooper-Standard Holdings Inc.	$ (49,569)	$ (38,016)

The accompanying notes are an integral part of these financial statements.

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollar amounts in thousands except share amounts)

	March 31, 2022 (unaudited)	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 252,911	$ 248,010
Accounts receivable, net	337,582	317,469
Tooling receivable, net	90,724	88,900
Inventories	196,921	158,075
Prepaid expenses	26,773	26,313
Income tax receivable and refundable credits	80,773	82,813
Other current assets	108,166	73,317
Total current assets	1,093,850	994,897
Property, plant and equipment, net	745,343	784,348
Operating lease right-of-use assets, net	106,561	111,052
Goodwill	142,337	142,282
Intangible assets, net	53,469	60,375
Other assets	141,576	133,539
Total assets	$ 2,283,136	$ 2,226,493
Liabilities and Equity		
Current liabilities:		
Debt payable within one year	$ 53,605	$ 56,111
Accounts payable	394,683	348,133
Payroll liabilities	82,989	69,353
Proceeds from deferred sale of fixed assets	49,911	—
Accrued liabilities	122,603	101,466
Current operating lease liabilities	21,470	22,552
Total current liabilities	725,261	597,615
Long-term debt	979,922	980,604
Pension benefits	126,915	129,880
Postretirement benefits other than pensions	43,413	43,498
Long-term operating lease liabilities	89,149	92,760
Other liabilities	47,696	50,776
Total liabilities	2,012,356	1,895,133
Equity:		
Common stock, $0.001 par value, 190,000,000 shares authorized; 19,127,504 shares issued and 17,061,695 shares outstanding as of March 31, 2022, and 19,057,788 shares issued and 16,991,979 outstanding as of December 31, 2021	17	17
Additional paid-in capital	504,934	504,497
Retained (loss) earnings	(35,807)	25,553
Accumulated other comprehensive loss	(193,393)	(205,184)
Total Cooper-Standard Holdings Inc. equity	275,751	324,883
Noncontrolling interests	(4,971)	6,477
Total equity	270,780	331,360
Total liabilities and equity	$ 2,283,136	$ 2,226,493

The accompanying notes are an integral part of these financial statements.

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Unaudited)
(Dollar amounts in thousands except share amounts)

	Total Equity							
	Common Shares	Common Stock	Additional Paid-In Capital	Retained Earnings (Loss)	Accumulated Other Comprehensive Loss	Cooper-Standard Holdings Inc. Equity	Noncontrolling Interests	Total Equity
Balance as of December 31, 2021	16,991,979	$ 17	$ 504,497	$ 25,553	$ (205,184)	$ 324,883	$ 6,477	$ 331,360
Share-based compensation, net	69,716	—	437	—	—	437	—	437
Deconsolidation of noncontrolling interest	—	—	—	—	—	—	(11,007)	(11,007)
Net loss	—	—	—	(61,360)	—	(61,360)	(430)	(61,790)
Other comprehensive income (loss)	—	—	—	—	11,791	11,791	(11)	11,780
Balance as of March 31, 2022	17,061,695	$ 17	$ 504,934	$ (35,807)	$ (193,393)	$ 275,751	$ (4,971)	$ 270,780

	Total Equity							
	Common Shares	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Cooper-Standard Holdings Inc. Equity	Noncontrolling Interests	Total Equity
Balance as of December 31, 2020	16,897,085	$ 17	$ 498,719	$ 350,270	$ (241,896)	$ 607,110	$ 17,001	$ 624,111
Share-based compensation, net	45,467	—	952	—	—	952	—	952
Net loss	—	—	—	(33,864)	—	(33,864)	(849)	(34,713)
Other comprehensive loss	—	—	—	—	(4,152)	(4,152)	(252)	(4,404)
Balance as of March 31, 2021	16,942,552	$ 17	$ 499,671	$ 316,406	$ (246,048)	$ 570,046	$ 15,900	$ 585,946

The accompanying notes are an integral part of these financial statements.

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Dollar amounts in thousands)

	Three Months Ended March 31,	
	2022	**2021**
Operating Activities:		
Net loss	$ (61,790)	$ (34,713)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	30,387	31,756
Amortization of intangibles	1,746	1,772
Gain on sale of business, net	—	(891)
Impairment charges	455	—
Share-based compensation expense	584	2,178
Equity in losses (earnings) of affiliates, net of dividends related to earnings	1,356	(786)
Deferred income taxes	(511)	(1,434)
Other	509	130
Changes in operating assets and liabilities	15,051	(5,096)
Net cash used in operating activities	(12,213)	(7,084)
Investing activities:		
Capital expenditures	(32,314)	(38,617)
Proceeds from deferred sale of fixed assets	50,008	—
Proceeds from sale of fixed assets and other	2,377	2,363
Net cash provided by (used in) investing activities	20,071	(36,254)
Financing activities:		
Principal payments on long-term debt	(1,429)	(1,797)
(Decrease) increase in short-term debt, net	(1,667)	3,429
Taxes withheld and paid on employees' share-based payment awards	(523)	(729)
Other	646	385
Net cash (used in) provided by financing activities	(2,973)	1,288
Effects of exchange rate changes on cash, cash equivalents and restricted cash	5,123	5,358
Changes in cash, cash equivalents and restricted cash	10,008	(36,692)
Cash, cash equivalents and restricted cash at beginning of period	251,128	443,578
Cash, cash equivalents and restricted cash at end of period	$ 261,136	$ 406,886

Reconciliation of cash, cash equivalents and restricted cash to the condensed consolidated balance sheet:

	Balance as of	
	March 31, 2022	**December 31, 2021**
Cash and cash equivalents	$ 252,911	$ 248,010
Restricted cash included in other current assets	6,953	961
Restricted cash included in other assets	1,272	2,157
Total cash, cash equivalents and restricted cash	$ 261,136	$ 251,128

The accompanying notes are an integral part of these financial statements.

(Dollar amounts in thousands except per share and share amounts)

1. Overview

Basis of Presentation

Cooper-Standard Holdings Inc. (together with its consolidated subsidiaries, the "Company" or "Cooper Standard"), through its wholly-owned subsidiary, Cooper-Standard Automotive Inc. ("CSA U.S."), is a leading manufacturer of sealing, fuel and brake delivery, and fluid transfer systems. The Company's products are primarily for use in passenger vehicles and light trucks that are manufactured by global automotive original equipment manufacturers ("OEMs") and replacement markets. The Company conducts substantially all of its activities through its subsidiaries.

The accompanying unaudited condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (the "SEC") for interim financial information and should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 (the "2021 Annual Report"), as filed with the SEC. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States ("U.S. GAAP") for complete financial statements. These financial statements include all adjustments (consisting of normal, recurring adjustments) considered necessary for a fair presentation of the financial position and results of operations of the Company. The operating results for the interim period ended March 31, 2022 are not necessarily indicative of results for the full year. In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through the date the financial statements were issued.

2. Deconsolidation and Divestiture

2022 Joint Venture Deconsolidation

In the first quarter of 2022, a joint venture in the Asia Pacific region that was previously consolidated with a noncontrolling interest amended the governing document underlying the joint venture. The amendment to the agreement did not change the Company's 51% ownership. However, as a result of the amendment and effective as of January 1, 2022, the joint venture was deconsolidated and accounted for as an investment under the equity method. The Company remeasured the retained investment using the income approach method and performed a discounted cash flow analysis of the projected free cash flows of the joint venture. As a result of the deconsolidation, during the three months ended March 31, 2022, the Company recorded a loss of $2,257 , included in other expense, net in the condensed consolidated statements of operations.

2020 Divestiture

In the fourth quarter of 2019, management approved a plan to sell its European rubber fluid transfer and specialty sealing businesses, as well as its Indian operations. On July 1, 2020, the Company completed the divestiture to Mutares SE & Co. KGaA ("Mutares"). During the three months ended March 31, 2021, the Company recorded subsequent adjustments resulting in a net gain of $891.

3. Revenue

Revenue is recognized for manufactured parts at a point in time, generally when products are shipped or delivered. The Company usually enters into agreements with customers to produce products at the beginning of a vehicle's life. Blanket purchase orders received from customers and related documents generally establish the annual terms, including pricing, related to a vehicle model. Customers typically pay for parts based on customary business practices with payment terms generally between 30 and 90 days.

Revenue by customer group for the three months ended March 31, 2022 was as follows:

	North America	Europe	Asia Pacific	South America	Corporate, Eliminations and Other	Consolidated
Passenger and Light Duty	$ 314,587	$ 125,368	$ 103,404	$ 21,513	$ —	$ 564,872
Commercial	3,674	5,923	347	6	1,657	11,607
Other	3,633	123	2	—	32,747	36,505
Revenue	$ 321,894	$ 131,414	$ 103,753	$ 21,519	$ 34,404	$ 612,984

(Dollar amounts in thousands except per share and share amounts)

Revenue by customer group for the three months ended March 31, 2021 was as follows:

	North America	Europe	Asia Pacific	South America	Corporate, Eliminations and Other	Consolidated
Passenger and Light Duty	$ 331,613	$ 159,781	$ 113,041	$ 15,479	$ —	$ 619,914
Commercial	4,281	5,881	1,182	7	1,251	12,602
Other	3,142	114	2	—	33,193	36,451
Revenue	$ 339,036	$ 165,776	$ 114,225	$ 15,486	$ 34,444	$ 668,967

The passenger and light duty group consists of sales to automotive OEMs and automotive suppliers, while the commercial group represents sales to OEMs of on- and off-highway commercial equipment and vehicles. The other customer group includes sales related to specialty and adjacent markets.

Substantially all of the Company's revenues were generated from sealing, fuel and brake delivery and fluid transfer systems for use in passenger vehicles and light trucks manufactured by global OEMs.

A summary of the Company's products is as follows:

Product Line	Description
Sealing Systems	Protect vehicle interiors from weather, dust and noise intrusion for improved driving experience; provide aesthetic and functional class-A exterior surface treatment
Fuel & Brake Delivery Systems	Sense, deliver and control fluids to fuel and brake systems
Fluid Transfer Systems	Sense, deliver and control fluids and vapors for optimal powertrain & HVAC operation

Revenue by product line for the three months ended March 31, 2022 was as follows:

	North America	Europe	Asia Pacific	South America	Corporate, Eliminations and Other	Consolidated
Sealing systems	$ 127,552	$ 105,134	$ 63,036	$ 16,110	$ —	$ 311,832
Fuel and brake delivery systems	102,721	23,038	23,747	3,561	—	153,067
Fluid transfer systems	91,621	3,242	16,970	1,848	—	113,681
Other	—	—	—	—	34,404	34,404
Revenue	$ 321,894	$ 131,414	$ 103,753	$ 21,519	$ 34,404	$ 612,984

Revenue by product line for the three months ended March 31, 2021 was as follows:

	North America	Europe	Asia Pacific	South America	Corporate, Eliminations and Other	Consolidated
Sealing systems	$ 121,175	$ 129,361	$ 69,673	$ 11,274	$ —	$ 331,483
Fuel and brake delivery systems	112,656	30,790	28,369	2,865	—	174,680
Fluid transfer systems	105,205	5,625	16,183	1,347	—	128,360
Other	—	—	—	—	34,444	34,444
Revenue	$ 339,036	$ 165,776	$ 114,225	$ 15,486	$ 34,444	$ 668,967

Contract Estimates

The amount of revenue recognized is usually based on the purchase order price and adjusted for variable consideration, including pricing concessions. The Company accrues for pricing concessions by reducing revenue as products are shipped or delivered. The accruals are based on historical experience, anticipated performance and management's best judgment. The Company also generally has ongoing adjustments to customer pricing arrangements based on the content and cost of its products. Such pricing accruals are adjusted as they are settled with customers. Customer returns, which are infrequent, are usually related to quality or shipment issues and are recorded as a reduction of revenue. The Company generally does not recognize significant return obligations due to their infrequent nature.

(Dollar amounts in thousands except per share and share amounts)

Contract Balances

The Company's contract assets consist of unbilled amounts associated with variable pricing arrangements in its Asia Pacific region. Once pricing is finalized, contract assets are transferred to accounts receivable. As a result, the timing of revenue recognition and billings, as well as changes in foreign exchange rates, will impact contract assets on an ongoing basis. Contract assets were not materially impacted by any other factors during the three months ended March 31, 2022.

The Company's contract liabilities consist of advance payments received and due from customers. Net contract assets (liabilities) consisted of the following:

	March 31, 2022	December 31, 2021	Change
Contract assets	$ 8,564	$ —	$ 8,564
Contract liabilities	(15)	(143)	128
Net contract assets (liabilities)	$ 8,549	$ (143)	$ 8,692

Other

The Company, at times, enters into agreements that provide for lump sum payments to customers. These payment agreements are recorded as a reduction of revenue during the period the commitment is made. Amounts related to commitments of future payments to customers on the condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021 were current liabilities of $9,944 and $12,045, respectively, and long-term liabilities of $6,705 and $7,214, respectively.

The Company provides assurance-type warranties to its customers. Such warranties provide customers with assurance that the related product will function as intended and complies with any agreed-upon specifications, and are recognized in costs of products sold.

4. Restructuring

On an ongoing basis, the Company evaluates its business and objectives to ensure that it is properly configured and sized based on changing market conditions. Accordingly, the Company has implemented several restructuring initiatives, including closure or consolidation of facilities throughout the world and the reorganization of its operating structure.

The Company's restructuring charges consist of severance, retention and outplacement services, and severance-related postemployment benefits (collectively, "employee separation costs"), other related exit costs and asset impairments related to restructuring activities. Employee separation costs are recorded based on existing union and employee contracts, statutory requirements, completed negotiations and Company policy.

(Dollar amounts in thousands except per share and share amounts)

Restructuring expense by segment for the three months ended March 31, 2022 and 2021 was as follows:

	Three Months Ended March 31,	
	2022	2021
North America	$ (439)	$ 2,363
Europe	8,431	16,397
Asia Pacific	(153)	369
South America	36	1,587
Total Automotive	7,875	20,716
Corporate and other	(44)	331
Total	$ 7,831	$ 21,047

Restructuring activity for the three months ended March 31, 2022 was as follows:

	Employee Separation Costs	Other Exit Costs	Total
Balance as of December 31, 2021	$ 20,957	$ 5,627	$ 26,584
Expense	4,148	3,683	7,831
Cash payments	(6,493)	(801)	(7,294)
Foreign exchange translation and other	(411)	530	119
Balance as of March 31, 2022	$ 18,201	$ 9,039	$ 27,240

Other exit costs for the three months ended March 31, 2022 included an immaterial gain on sale of fixed assets related to a closed facility in the Asia Pacific region.

5. Inventories

Inventories consist of the following:

	March 31, 2022	December 31, 2021
Finished goods	$ 54,555	$ 43,186
Work in process	48,422	37,045
Raw materials and supplies	93,944	77,844
	$ 196,921	$ 158,075

(Dollar amounts in thousands except per share and share amounts)

6. Leases

The Company primarily has operating and finance leases for certain manufacturing facilities, corporate offices and certain equipment. Operating leases are included in operating lease right-of-use assets, current operating lease liabilities and long-term operating lease liabilities on the Company's condensed consolidated balance sheets. Finance leases are included in property, plant and equipment, net, debt payable within one year, and long-term debt on the Company's condensed consolidated balance sheets.

The components of lease expense were as follows:

	Three Months Ended March 31,	
	2022	2021
Operating lease expense	$ 7,386	$ 7,344
Short-term lease expense	911	1,640
Variable lease expense	288	248
Finance lease expense:		
Amortization of right-of-use assets	492	546
Interest on lease liabilities	332	366
Total lease expense	$ 9,409	$ 10,144

Other information related to leases was as follows:

	Three Months Ended March 31,	
	2022	2021
Supplemental Cash Flows Information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 7,530	$ 7,346
Operating cash flows for finance leases	337	362
Financing cash flows for finance leases	579	652
Non-cash right-of-use assets obtained in exchange for lease obligations:		
Operating leases	6,319	2,932
Weighted Average Remaining Lease Term (in years)		
Operating leases	7.5	7.6
Finance leases	9.5	10.4
Weighted Average Discount Rate		
Operating leases	5.9 %	5.4 %
Finance leases	5.8 %	5.7 %

(Dollar amounts in thousands except per share and share amounts)

Future minimum lease payments under non-cancellable leases as of March 31, 2022 were as follows:

Year	Operating Leases	Finance Leases
Remainder of 2022	$ 20,564	$ 2,299
2023	24,096	3,149
2024	18,032	3,393
2025	15,254	3,458
2026	11,302	3,186
Thereafter	49,389	17,242
Total future minimum lease payments	138,637	32,727
Less imputed interest	(28,018)	(7,909)
Total	$ 110,619	$ 24,818

Amounts recognized on the condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021 were as follows:

	March 31, 2022	December 31, 2021
Operating Leases		
Operating lease right-of-use assets, net	$ 106,561	$ 111,052
Current operating lease liabilities	21,470	22,552
Long-term operating lease liabilities	89,149	92,760
Finance Leases		
Debt payable within one year	2,110	2,153
Long-term debt	22,708	23,590

As of March 31, 2022 and December 31, 2021, assets recorded under finance leases, net of accumulated depreciation were $24,754 and $25,690, respectively. As of March 31, 2022, the Company had one real estate lease that had not yet commenced with undiscounted lease payments of approximately $2,551. This lease is part of the sale-leaseback agreement on one of the Company’s European facilities. The lease commencement date was April 1, 2022, and the lease term is three years.

7. Property, Plant and Equipment

Property, plant and equipment consists of the following:

	March 31, 2022	December 31, 2021
Land and improvements	$ 44,119	$ 44,495
Buildings and improvements	272,888	285,240
Machinery and equipment	1,259,431	1,269,330
Construction in progress	74,095	80,868
	1,650,533	1,679,933
Accumulated depreciation	(905,190)	(895,585)
Property, plant and equipment, net	$ 745,343	$ 784,348

During the three months ended March 31, 2022, the Company recorded impairment charges of $455 due to idle assets in Europe. The fair value was determined using salvage value.

The deconsolidation of a joint venture during the three months ended March 31, 2022 included the removal of property, plant and equipment with gross carrying value of $29,590 and accumulated depreciation of $11,625.

In the first quarter of 2022, the Company signed a sale-leaseback agreement on one of its European facilities. The Company closed the transaction and received cash proceeds in the amount of $50,008 during the three months ended March 31, 2022. The sale-leaseback became effective on April 1, 2022. A corresponding accrued liability was recorded when proceeds were received, which will be reduced when control transfers to the Company and a gain is recorded on April 1, 2022. The Company expects to record a gain on the sale transaction of approximately $32,500.

(Dollar amounts in thousands except per share and share amounts)

8. Goodwill and Intangible Assets

Goodwill

Changes in the carrying amount of goodwill by reporting unit for the three months ended March 31, 2022 were as follows:

	North America	Industrial Specialty Group	Total
Balance as of December 31, 2021	$ 128,246	$ 14,036	$ 142,282
Foreign exchange translation	55	—	55
Balance as of March 31, 2022	$ 128,301	$ 14,036	$ 142,337

Goodwill is tested for impairment by reporting unit annually or more frequently if events or circumstances indicate that an impairment may exist. There were no indicators of potential impairment during the three months ended March 31, 2022.

Intangible Assets

Intangible assets and accumulated amortization balances as of March 31, 2022 and December 31, 2021 were as follows:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	$ 153,376	$ (126,632)	$ 26,744
Other	39,441	(12,716)	26,725
Balance as of March 31, 2022	$ 192,817	$ (139,348)	$ 53,469
Customer relationships	$ 154,767	$ (126,626)	$ 28,141
Other	44,955	(12,721)	32,234
Balance as of December 31, 2021	$ 199,722	$ (139,347)	$ 60,375

The deconsolidation of a joint venture during the three months ended March 31, 2022 included the removal of intangible assets (primarily land use rights) with net carrying value of $5,258.

(Dollar amounts in thousands except per share and share amounts)

9. Debt

A summary of outstanding debt as of March 31, 2022 and December 31, 2021 is as follows:

	March 31, 2022	December 31, 2021
Senior Notes	$ 396,723	$ 396,544
Senior Secured Notes	242,310	241,683
Term Loan	320,605	321,212
ABL Facility	—	—
Finance leases	24,818	25,743
Other borrowings	49,071	51,533
Total debt	1,033,527	1,036,715
Less current portion	(53,605)	(56,111)
Total long-term debt	$ 979,922	$ 980,604

5.625% Senior Notes due 2026

In November 2016, the Company issued $400,000 aggregate principal amount of its 5.625% Senior Notes due 2026 (the “Senior Notes”). The Senior Notes mature on November 15, 2026. Interest on the Senior Notes is payable semi-annually in arrears in cash on May 15 and November 15 of each year.

Debt issuance costs related to the Senior Notes are amortized into interest expense over the term of the Senior Notes. As of March 31, 2022 and December 31, 2021, the Company had $3,277 and $3,456 of unamortized debt issuance costs, respectively, related to the Senior Notes, which are presented as direct deductions from the principal balance in the condensed consolidated balance sheets.

13.0% Senior Secured Notes due 2024

In May 2020, the Company issued $250,000 aggregate principal amount of its 13.0% Senior Secured Notes due 2024 (the “Senior Secured Notes”). The Senior Secured Notes mature on June 1, 2024. Interest on the Senior Secured Notes is payable semi-annually in arrears in cash on June 1 and December 1 of each year.

The Company paid approximately $6,431 of debt issuance costs in connection with the transaction. Additionally, the Senior Secured Notes were issued at a discount of $5,000. As of March 31, 2022 and December 31, 2021, the Company had $4,236 and $4,594 of unamortized debt issuance costs, respectively, and $3,454 and $3,723 of unamortized original issue discount, respectively, related to the Senior Secured Notes, which are presented as direct deductions from the principal balance in the condensed consolidated balance sheets. Both the debt issuance costs and the original issue discount are amortized into interest expense over the term of the Senior Secured Notes.

Term Loan Facility

In November 2016, the Company entered into Amendment No. 1 to its senior term loan facility (“Term Loan Facility”), which provides for loans in an aggregate principal amount of $340,000. On May 2, 2017, the Company entered into Amendment No. 2 to the Term Loan Facility to modify the interest rate. Subsequently, on March 6, 2018, the Company entered into Amendment No. 3 to the Term Loan Facility to further modify the interest rate. In accordance with this amendment, borrowings under the Term Loan Facility bear interest, at the Company’s option, at either (1) with respect to Eurodollar rate loans, the greater of the applicable Eurodollar rate and 0.75% plus 2.0% per annum, or (2) with respect to base rate loans, the base rate, (which is the highest of the then current federal funds rate plus 0.5%, the prime rate most recently announced by the administrative agent under the term loan, and the one-month Eurodollar rate plus 1.0%) plus 1.0% per annum. The Term Loan Facility matures on November 2, 2023, unless earlier terminated.

As of March 31, 2022 and December 31, 2021, the Company had $939 and $1,087 of unamortized debt issuance costs, respectively, and $606 and $701 of unamortized original issue discount, respectively, related to the Term Loan Facility, which are presented as direct deductions from the principal balance in the condensed consolidated balance sheets. Both the debt issuance costs and the original issue discount are amortized into interest expense over the term of the Term Loan Facility.

ABL Facility

In November 2016, the Company entered into a Third Amended and Restated Loan Agreement of its ABL Facility, which provided an aggregate revolving loan availability of up to $210,000, subject to borrowing base availability. In March 2020, the Company entered into the First Amendment of the Third Amended and Restated Loan Agreement (“the Amendment”). As a result of the Amendment, the senior asset-based revolving credit facility (“ABL Facility”) maturity was extended to March 2025 and the aggregate revolving loan availability was reduced to $180,000. The aggregate revolving loan availability includes a $100,000 letter of credit sub-facility and a $25,000 swing line sub-facility. The ABL Facility also provides for an uncommitted $100,000 incremental loan facility, for a potential total ABL Facility of $280,000, if requested by the borrowers under the ABL Facility and the lenders agree to fund such increase. No consent of any lender is required to effect any such increase, except for those participating in the increase.

(Dollar amounts in thousands except per share and share amounts)

As of March 31, 2022, there were no loans outstanding under the ABL Facility. The Company’s borrowing base was $164,941. Net of the greater of 10% of the borrowing base or $15,000 that cannot be borrowed without triggering the fixed charge coverage ratio maintenance covenant and $5,769 of outstanding letters of credit, the Company effectively had $142,678 available for borrowing under its ABL facility.

Any borrowings under the ABL Facility will mature, and the commitments of the lenders under the ABL Facility will terminate, on the earlier of March 24, 2025 or the date 91 days prior to the maturity date of the Term Loan Facility (or another fixed asset facility replacing the Term Loan Facility).

As of March 31, 2022 and December 31, 2021, the Company had $720 and $782, respectively, of unamortized debt issuance costs related to the ABL Facility, which are presented in other assets in the condensed consolidated balance sheets.

Debt Covenants

The Company was in compliance with all covenants of the Senior Notes, Senior Secured Notes, Term Loan Facility and ABL Facility as of March 31, 2022.

Other

Other borrowings as of March 31, 2022 and December 31, 2021 reflect borrowings under local bank lines classified in debt payable within one year on the condensed consolidated balance sheet.

10. Fair Value Measurements and Financial Instruments

<u>Fair Value Measurements</u>

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based upon assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, a three-tier fair value hierarchy is utilized, which prioritizes the inputs used in measuring fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;
Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Items Measured at Fair Value on a Recurring Basis

Estimates of the fair value of foreign currency derivative instruments are determined using exchange traded prices and rates. The Company also considers the risk of non-performance in the estimation of fair value and includes an adjustment for non-performance risk in the measure of fair value of derivative instruments. In certain instances where market data is not available, the Company uses management judgment to develop assumptions that are used to determine fair value. Fair value measurements and the fair value hierarchy level for the Company’s assets and liabilities measured or disclosed at fair value on a recurring basis as of March 31, 2022 and December 31, 2021 were as follows:

	March 31, 2022	December 31, 2021	Input
Forward foreign exchange contracts - other current assets	$ 2,686	$ 647	Level 2
Forward foreign exchange contracts - accrued liabilities	(1,208)	(1,535)	Level 2

(Dollar amounts in thousands except per share and share amounts)

Items Measured at Fair Value on a Nonrecurring Basis

In addition to items that are measured at fair value on a recurring basis, the Company measures certain assets and liabilities at fair value on a nonrecurring basis, which are not included in the table above. As these nonrecurring fair value measurements are generally determined using unobservable inputs, these fair value measurements are classified within Level 3 of the fair value hierarchy. For further information on assets and liabilities measured at fair value on a nonrecurring basis see Note 2. “Deconsolidation and Divestiture” and Note 7. “Property, Plant and Equipment.”

Items Not Carried at Fair Value

Fair values of the Company’s Senior Notes, Senior Secured Notes and Term Loan Facility were as follows:

	March 31, 2022	December 31, 2021
Aggregate fair value	$ 764,211	$ 899,909
Aggregate carrying value [1]	972,150	973,000

[1] Excludes unamortized debt issuance costs and unamortized original issue discount.

Fair values were based on quoted market prices and are classified within Level 1 of the fair value hierarchy.

Derivative Instruments and Hedging Activities

The Company is exposed to fluctuations in foreign currency exchange rates, interest rates and commodity prices. The Company enters into derivative instruments primarily to hedge portions of its forecasted foreign currency denominated cash flows and designates these derivative instruments as cash flow hedges in order to qualify for hedge accounting.

The Company formally documents its hedge relationships, including the identification of the hedging instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the cash flow hedges. The Company also formally assesses whether a cash flow hedge is highly effective in offsetting changes in the cash flows of the hedged item. Derivatives are recorded at fair value in other current assets, other assets, accrued liabilities and other long-term liabilities. For a cash flow hedge, the change in fair value of the derivative is recorded in accumulated other comprehensive income (loss) (“AOCI”) in the condensed consolidated balance sheet, to the extent that the hedges are effective, and reclassified into earnings when the underlying hedged transaction is realized. The realized gains and losses are recorded on the same line as the hedged transaction in the condensed consolidated statements of operations.

The Company is exposed to credit risk in the event of nonperformance by its counterparties on its derivative financial instruments. The Company mitigates this credit risk exposure by entering into agreements directly with major financial institutions with high credit standards that are expected to fully satisfy their obligations under the contracts.

Cash Flow Hedges

Forward Foreign Exchange Contracts - The Company uses forward contracts to mitigate the potential volatility to earnings and cash flow arising from changes in currency exchange rates that impact the Company’s foreign currency transactions. The principal currencies hedged by the Company include various European currencies, the Canadian Dollar, and the Mexican Peso. As of March 31, 2022 and December 31, 2021, the notional amount of these contracts was $96,913 and $136,103, respectively, and consisted of hedges of transactions up to December 2022.

Pretax amounts related to the Company’s cash flow hedges that were recognized in other comprehensive income (loss) (“OCI”) were as follows:

	Gain (Loss) Recognized in OCI	
	Three Months Ended March 31,	
	2022	2021
Forward foreign exchange contracts	$ 2,411	$ (548)

Pretax amounts related to the Company’s cash flow hedges that were reclassified from AOCI and recognized in cost of products sold were as follows:

	Gain (Loss) Reclassified from AOCI to Income	
	Three Months Ended March 31,	
	2022	2021
Forward foreign exchange contracts	$ 43	$ 188

(Dollar amounts in thousands except per share and share amounts)

11. Accounts Receivable Factoring

As a part of its working capital management, the Company sells certain receivables through a single third-party financial institution (the "Factor") in a pan-European program. The amount sold varies each month based on the amount of underlying receivables and cash flow needs of the Company. These are permitted transactions under the Company's credit agreements governing the ABL Facility and Term Loan Facility and the indentures governing the Senior Notes and Senior Secured Notes. The European factoring facility, which was renewed in March 2020, allows the Company to factor up to €120 million of its Euro-denominated accounts receivable, accelerating access to cash and reducing credit risk. The factoring facility expires in December 2023.

Costs incurred on the sale of receivables are recorded in other expense, net in the condensed consolidated statements of operations. The sale of receivables under this contract is considered an off-balance sheet arrangement to the Company and is accounted for as a true sale and is excluded from accounts receivable in the condensed consolidated balance sheet. Amounts outstanding under receivable transfer agreements entered into by various locations as of the period end were as follows:

	March 31, 2022	December 31, 2021
Off-balance sheet arrangements	$ 55,271	$ 52,743

Accounts receivable factored and related costs throughout the period were as follows:

	Off-Balance Sheet Arrangements	
	Three Months Ended March 31,	
	2022	2021
Accounts receivable factored	$ 82,550	$ 117,271
Costs	125	154

As of March 31, 2022 and December 31, 2021, cash collections on behalf of the Factor that have yet to be remitted were $5,666 and $673, respectively, and are reflected in other current assets as restricted cash in the condensed consolidated balance sheet.

12. Pension and Postretirement Benefits Other Than Pensions

The components of net periodic benefit (income) cost for the Company's defined benefit plans and other postretirement benefit plans were as follows:

	Pension Benefits			
	Three Months Ended March 31,			
	2022		2021	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 193	$ 721	$ 223	$ 914
Interest cost	1,766	733	1,629	648
Expected return on plan assets	(2,323)	(254)	(3,564)	(334)
Amortization of prior service cost and actuarial loss	222	415	418	932
Net periodic benefit (income) cost	$ (142)	$ 1,615	$ (1,294)	$ 2,160

	Other Postretirement Benefits			
	Three Months Ended March 31,			
	2022		2021	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 22	$ 58	$ 26	$ 90
Interest cost	140	168	133	177
Amortization of prior service credit and actuarial (gain) loss	(394)	42	(349)	190
Net periodic benefit (income) cost	$ (232)	$ 268	$ (190)	$ 457

(Dollar amounts in thousands except per share and share amounts)

The service cost component of net periodic benefit (income) cost is included in cost of products sold and selling, administrative and engineering expenses in the condensed consolidated statements of operations. All other components of net periodic benefit (income) cost are included in other expense, net in the condensed consolidated statements of operations for all periods presented.

13. Other Expense, Net

The components of other expense, net were as follows:

	Three Months Ended March 31,	
	2022	2021
Deconsolidation of joint venture [1]	$ (2,257)	$ —
Foreign currency gains (losses)	1,480	(5,264)
Components of net periodic benefit (cost) income other than service cost	(515)	120
Factoring costs	(125)	(154)
Miscellaneous income	206	209
Other expense, net	$ (1,211)	$ (5,089)

(1) Loss attributable to deconsolidation of joint venture investment in Asia Pacific, which required adjustment to fair value.

14. Income Taxes

The Company determines its effective tax rate each quarter based upon its estimated annual effective tax rate. The Company records the tax impact of certain unusual or infrequently occurring items, including changes in judgment about valuation allowances and effects of changes in tax laws or rates, in the interim period in which they occur. In addition, jurisdictions with a projected loss for the year where no tax benefit can be recognized are excluded from the estimated annual effective tax rate.

Income tax expense, loss before income taxes and the corresponding effective tax rate for the three months ended March 31, 2022 and 2021 were as follows:

	Three Months Ended March 31,	
	2022	2021
Income tax expense	$ 652	$ 936
Loss before income taxes	(61,138)	(33,777)
Effective tax rate	(1)%	(3)%

The effective tax rate for the three months ended March 31, 2022 is consistent with the effective tax rate for the three months ended March 31, 2021. Any differences are primarily due to the geographic mix of pre-tax losses and the inability to record a benefit for pre-tax losses in the U.S. and certain foreign jurisdictions.

The income tax rate for the three months ended March 31, 2022 and 2021 varied from the U.S. statutory rate primarily due to the inability to record a tax benefit for pre-tax losses in the U.S. and certain foreign jurisdictions, tax credits, the impact of income taxes on foreign earnings taxed at rates varying from the U.S. statutory rate, and other permanent items.

In April 2022, subsequent to the end of the first quarter, the Company received $28,549 in cash payments from the United States Internal Revenue Service for tax refunds related to net operating loss carrybacks. The Company expects to receive additional refunds of approximately $23,000 during the remainder of the second quarter of 2022.

The Company’s current and future provision for income taxes is impacted by changes in valuation allowances in the U.S. and certain foreign jurisdictions. The Company’s future provision for income taxes will include no tax benefit with respect to losses incurred and, except for certain jurisdictions, no tax expense with respect to income generated in these countries until the respective valuation allowances are eliminated. Accordingly, income taxes are impacted by changes in valuation allowances and the mix of earnings among jurisdictions. The Company evaluates the realizability of its deferred tax assets on a quarterly basis. In completing this evaluation, the Company considers all available evidence in order to determine, based on the weight of the evidence, if a valuation allowance for its deferred tax assets is necessary. Such evidence includes historical results, future reversals of existing taxable temporary differences and expectations for future taxable income (exclusive of the reversal of temporary differences and carryforwards), as well as the implementation of feasible and prudent tax planning strategies. If, based on the weight of the evidence, it is more likely than not that all or a portion of the Company's deferred tax assets will not be realized, a valuation allowance is recorded. If operating results improve or decline on a continual basis in a particular jurisdiction, the Company's decision regarding the need for a valuation allowance could change, resulting in either the initial recognition or reversal of a valuation allowance in that jurisdiction, which could have a significant impact on income tax expense in the period recognized and subsequent periods. In determining the provision for income taxes for financial statement purposes, the Company makes certain estimates and judgments, which affect its evaluation of the carrying value of its deferred tax assets, as well as its calculation of certain tax liabilities.

(Dollar amounts in thousands except per share and share amounts)

15. Net Loss Per Share Attributable to Cooper-Standard Holdings Inc.

Basic net loss per share attributable to Cooper-Standard Holdings Inc. was computed by dividing net loss attributable to Cooper-Standard Holdings Inc. by the weighted average number of shares of common stock outstanding during the period. Diluted net loss per share attributable to Cooper-Standard Holdings Inc. was computed using the treasury stock method by dividing diluted net loss available to Cooper-Standard Holdings Inc. by the weighted average number of shares of common stock outstanding, including the dilutive effect of common stock equivalents, using the average share price during the period.

Information used to compute basic and diluted net loss per share attributable to Cooper-Standard Holdings Inc. was as follows:

	Three Months Ended March 31,	
	2022	2021
Net loss available to Cooper-Standard Holdings Inc. common stockholders	$ (61,360)	$ (33,864)
Basic weighted average shares of common stock outstanding	17,136,411	16,951,190
Dilutive effect of common stock equivalents	—	—
Diluted weighted average shares of common stock outstanding	17,136,411	16,951,190
Basic net loss per share attributable to Cooper-Standard Holdings Inc.	$ (3.58)	$ (2.00)
Diluted net loss per share attributable to Cooper-Standard Holdings Inc.	$ (3.58)	$ (2.00)

Securities excluded from the calculation of diluted loss per share were approximately 80,000 and 189,000 for the three months ended March 31, 2022 and 2021, respectively, because the inclusion of such securities in the calculation would have been anti-dilutive.

(Dollar amounts in thousands except per share and share amounts)

16. Accumulated Other Comprehensive Loss

Changes in accumulated other comprehensive loss by component, net of related tax, were as follows:

	Three Months Ended March 31,		
	2022		2021
Foreign currency translation adjustment			
Balance at beginning of period	$ (138,751)		$ (136,579)
Other comprehensive income (loss) before reclassifications	8,670	(1)	(6,320)
Amounts reclassified from accumulated other comprehensive loss	(294)		—
Balance at end of period	$ (130,375)		$ (142,899)
Benefit plan liabilities			
Balance at beginning of period	$ (65,303)		$ (106,079)
Other comprehensive income before reclassifications	707	(2)	1,643
Amounts reclassified from accumulated other comprehensive loss	277	(3)	1,096
Balance at end of period	$ (64,319)		$ (103,340)
Fair value change of derivatives			
Balance at beginning of period	$ (1,130)		$ 762
Other comprehensive income (loss) before reclassifications	2,472	(5)	(432)
Amounts reclassified from accumulated other comprehensive loss	(41)	(6)	(139)
Balance at end of period	$ 1,301		$ 191
Accumulated other comprehensive loss, ending balance	$ (193,393)		$ (246,048)

(1) Includes other comprehensive income (loss) related to intra-entity foreign currency balances that are of a long-term investment nature of $8,642 and $(4,389) for the three months ended March 31, 2022 and 2021, respectively.
(2) Net of tax benefit of $181 and $245 for the three months ended March 31, 2022 and 2021, respectively.
(3) Includes the effect of the amortization of actuarial losses of $232 and amortization of prior service cost of $49, net of tax of $4.
(4) Includes the effect of the amortization of actuarial losses of $1,124 and amortization of prior service cost of $65, net of tax of $93.
(5) Net of tax benefit of $61 and $116 for the three months ended March 31, 2022 and 2021, respectively.
(6) Net of tax expense of $2 and $49 for the three months ended March 31, 2022 and 2021, respectively.

17. Common Stock

Share Repurchase Program

In June 2018, the Company's Board of Directors approved a common stock repurchase program (the "2018 Program") authorizing the Company to repurchase, in the aggregate, up to $150,000 of its outstanding common stock. Under the 2018 Program, repurchases may be made on the open market, through private transactions, accelerated share repurchases, round lot or block transactions on the New York Stock Exchange or otherwise, as determined by management and in accordance with prevailing market conditions and federal securities laws and regulations. The Company expects to fund any future repurchases from cash on hand and future cash flows from operations. The Company is not obligated to acquire a particular amount of securities, and the 2018 Program may be discontinued at any time at the Company's discretion. The 2018 Program became effective in November 2018. As of March 31, 2022, the Company had approximately $98,720 of repurchase authorization remaining under the 2018 Program. The Company did not make any repurchases under the 2018 Program during the three months ended March 31, 2022 or 2021.

(Dollar amounts in thousands except per share and share amounts)

18. Share-Based Compensation

The Company's long-term incentive plans allow for the grant of various types of share-based awards to key employees and directors of the Company and its affiliates. The Company generally awards grants on an annual basis.

In February 2022, the Company granted Restricted Stock Units ("RSUs") and Performance Units ("PUs"). The number of PUs that will vest depends on the Company's achievement of target performance goals related to the Company's return on invested capital ("ROIC") and total shareholder return, which may range from 0% to 200% of the target award amount. The PUs tied to total shareholder return cliff vest at the end of a three year performance period. The PUs tied to ROIC cliff vest one year after the end of their individual performance periods. The RSUs vest ratably over three years.

Share-based compensation expense was as follows:

	Three Months Ended March 31,	
	2022	2021
PUs	$ 70	$ 339
RSUs	124	1,246
Stock options	390	593
Total	$ 584	$ 2,178

19. Commitments and Contingencies

The Company is periodically involved in claims, litigation and various legal matters that arise in the ordinary course of business. The Company accrues for litigation exposure when it is probable that future costs will be incurred and such costs can be reasonably estimated. Any resulting adjustments, which could be material, are recorded in the period the adjustments are identified. As of March 31, 2022, the Company does not believe that there is a reasonable possibility that any material loss exceeding the amounts already recognized for claims, litigation and various legal matters, if any, has been incurred. However, the ultimate resolutions of these proceedings and matters are inherently unpredictable. As such, the Company's financial condition, results of operations or cash flows could be adversely affected in any particular period by the unfavorable resolution of one or more of these proceedings or matters.

In addition, the Company conducts and monitors environmental investigations and remedial actions at certain locations. As of March 31, 2022 and December 31, 2021, the Company had approximately $13,168 and $9,965, respectively, reserved in accrued liabilities and other liabilities on the condensed consolidated balance sheets on an undiscounted basis. While the Company's costs to defend and settle known claims arising under environmental laws have not been material in the past and are not currently estimated to have a material adverse effect on the Company's financial condition, such costs may be material to the Company's financial statements in the future.

20. Segment Reporting

The Company's business is organized in the following reportable segments: North America, Europe, Asia Pacific and South America. All other business activities are reported in Corporate, eliminations and other. The Company's principal products within each of the reportable segments are sealing, fuel and brake delivery, and fluid transfer systems.

The Company uses Segment adjusted EBITDA as the measure of earnings to assess the performance of each segment and determine the resources to be allocated to the segments. The results of each segment include certain allocations for general, administrative and other shared costs. Segment adjusted EBITDA may not be comparable to similarly titled measures reported by other companies.

(Dollar amounts in thousands except per share and share amounts)

Certain financial information on the Company's reportable segments was as follows:

	Three Months Ended March 31,					
	2022			2021		
	External Sales	Intersegment Sales	Adjusted EBITDA	External Sales	Intersegment Sales	Adjusted EBITDA
North America	$ 321,894	$ 3,530	$ 17,496	$ 339,036	$ 2,633	$ 41,233
Europe	131,414	2,369	(14,657)	165,776	2,979	(1,489)
Asia Pacific	103,753	625	(742)	114,225	630	3,552
South America	21,519	5	(409)	15,486	12	(2,608)
Total Automotive	578,580	6,529	1,688	634,523	6,254	40,688
Corporate, eliminations and other	34,404	(6,529)	(1,543)	34,444	(6,254)	(2,148)
Consolidated	$ 612,984	$ —	$ 145	$ 668,967	$ —	$ 38,540

	Three Months Ended March 31,	
	2022	2021
Adjusted EBITDA	$ 145	$ 38,540
Restructuring charges	(7,831)	(21,047)
Deconsolidation of joint venture	(2,257)	—
Impairment charges	(455)	—
Gain on sale of business, net	—	891
EBITDA	$ (10,398)	$ 18,384
Income tax expense	(652)	(936)
Interest expense, net of interest income	(18,177)	(17,784)
Depreciation and amortization	(32,133)	(33,528)
Net loss attributable to Cooper-Standard Holdings Inc.	$ (61,360)	$ (33,864)

	March 31, 2022	December 31, 2021
Segment assets:		
North America	$ 901,103	$ 885,517
Europe	447,256	372,097
Asia Pacific	473,232	510,524
South America	78,479	61,479
Total Automotive	1,900,070	1,829,617
Corporate, eliminations and other	383,066	396,876
Consolidated	$ 2,283,136	$ 2,226,493

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This management’s discussion and analysis of financial condition and results of operations is intended to assist in understanding and assessing the trends and significant changes in our results of operations and financial condition. Our historical results may not indicate, and should not be relied upon as an indication of, our future performance. Our forward-looking statements reflect our current views about future events, are based on assumptions and are subject to known and unknown risks and uncertainties that could cause actual results to differ materially from those contemplated by these statements. See “Forward-Looking Statements” below for a discussion of risks associated with reliance on forward-looking statements. Factors that may cause differences between actual results and those contemplated by forward-looking statements include, but are not limited to, those discussed below and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 filed with the U.S. Securities and Exchange Commission (“2021 Annual Report”), including Item 1A. “Risk Factors.” The following should be read in conjunction with our 2021 Annual Report and the other information included herein. Our discussion of trends and conditions supplements and updates such discussion included in our 2021 Annual Report. References in this quarterly report on Form 10-Q (the “Report”) to “we,” “our,” or the “Company” refer to Cooper-Standard Holdings Inc., together with its consolidated subsidiaries.

Executive Overview

Our Business

We design, manufacture and sell sealing, fuel and brake delivery, and fluid transfer systems for use primarily in passenger vehicles and light trucks manufactured by global automotive original equipment manufacturers (“OEMs”). We are primarily a “Tier 1” supplier, with approximately 83% of our sales in 2021 made directly to major OEMs. We operate our business along the following reportable segments: North America, Europe, Asia Pacific and South America. All other business activities are reported in Corporate, eliminations and other.

Recent Trends and Conditions

General Economic Conditions and Outlook

The global automotive industry is susceptible to uncertain economic conditions that could adversely impact new vehicle demand and production. Business conditions may vary significantly from period to period or region to region. In 2020, the COVID-19 pandemic created an unusually high degree of economic disruption and uncertainty globally which adversely impacted automotive production. In 2021, global automotive production was again impaired by lingering impacts of the COVID-19 pandemic and broad supply chain challenges stemming, in part, from a sharp rebound in overall industrial demand. In early 2022, global economic uncertainty remains and is increasing as pandemic related restrictions are again being imposed in certain large population centers, and evolving military actions in Eastern Europe are creating a regional humanitarian and economic crisis with broad global implications.

In North America, U.S. consumer confidence has trended downward since the second quarter of 2021. Key drivers of the decline are significant inflation, continuing supply chain disruptions and enacted and prospective interest rate hikes. Geopolitical tensions and persistent concerns over new variants of COVID-19 are also important factors. However, U.S. households have benefited from past economic stimulus actions, and personal savings rates remain high. In addition, the unemployment rate in the U.S. is near an all-time low. Finally, the U.S. government has begun to take actions to control inflation. The Federal Reserve Bank announced a 25 basis point increase in the Federal Funds interest rate in March and set expectations for six additional interest rate hikes during the remainder of the year. However, future government spending authorized by recently passed infrastructure legislation and private spending related to pent-up consumer demand are expected to support continued economic growth. Economists at the International Monetary Fund (IMF) are expecting the economies of the United States, Canada and Mexico to grow by 3.7 percent, 3.9 percent and 2.0 percent, respectively, in 2022.

In Europe, the war in Ukraine and related sanctions imposed on Russia are having a dramatic impact on energy prices and energy security. This is translating into lower output and higher inflation for most Eurozone countries. Supply chain disruptions have also hurt certain industries – including the automobile sector, with the war and sanctions hindering the production of key input materials. The easing of COVID-19 restrictions, tighter labor markets, pent-up spending and EU fund disbursements should sustain activity and support some growth in 2022. Economists at the IMF are currently expecting the economy in the Eurozone region to grow by approximately 2.8 percent for the year.

In the Asia Pacific region, the combination of more transmissible variants and the strict zero-COVID strategy in China has led to repeated mobility restrictions and localized lockdowns that have weighed on economic activity and private consumption. Recent lockdowns in key Chinese manufacturing and trading hubs such as Shenzhen and Shanghai will likely compound supply disruptions elsewhere in the region and beyond. Moreover, real estate investment growth in China has slowed significantly, and demand for Chinese exports is expected to be weaker as a result of the war in Ukraine. Still, the Chinese government recently set a GDP growth target of 5.5 percent for 2022, implying that further stimulus measures may be implemented to sustain economic growth. Economists at the IMF are expecting the Chinese economy to grow just 4.4 percent for the year.

In South America, the Brazilian government has attempted to rein in inflation by implementing a 975 basis point increase in interest rates. This is expected to weigh on consumer demand as well as industrial production and growth. However, with the October presidential election looming, the government has also implemented a significant social spending program and a reduction in fuel tax rates targeted at aiding the lower and middle-income segments of the population. Even with the increased social spending, economists at the IMF are now estimating the Brazilian economy will grow just 0.8 percent in 2022. We remain cautious for the economic outlook in this market given the long history of political instability and economic volatility in the region.

Raw Materials

Our business is susceptible to inflationary pressures with respect to raw materials which may place operational and profitability burdens on the entire supply chain. Costs related to raw materials, such as steel, aluminum, and oil and oil-derived commodities, continue to be volatile, which led to significant increases in these costs in 2021. Current global events add another layer of uncertainty to raw material costs for 2022, and we continue to see significant inflationary pressure. As such, on an ongoing basis, we work with our customers and suppliers to mitigate both inflationary pressures and our material-related cost exposures.

Production Levels

Our business is directly affected by the automotive vehicle production rates in North America, Europe, Asia Pacific and South America which have been adversely affected by a series of events in recent years. Beginning in the first quarter of 2020, we experienced production shutdowns related to COVID-19. Beginning in the first quarter of 2021, OEM production volumes were disrupted by the global shortage of semiconductors. In 2022 disruptions stemming from the Russia-Ukraine crisis have further exacerbated supply chain disruptions and vehicle production levels. We continue to collaborate closely with our customers to minimize production inefficiencies while supporting their needs.

Light vehicle production in certain regions for the three months ended March 31, 2022 and 2021 was as follows:

	Three Months Ended March 31,		
(In millions of units)	**2022[(1)]**	**2021[(1)]**	**% Change**
North America	3.6	3.6	(1.8)%
Europe	3.9	4.7	(18.3)%
Asia Pacific	11.1	11.1	0.2%
Greater China	6.2	5.9	5.9%
South America	0.6	0.7	(12.7)%

(1) Production data based on S&P Global (formerly IHS Markit), April 2022.

In all regions, production volumes were impacted by the global shortage of semiconductors which began in the first quarter of 2021 and deteriorated thereafter. Additionally in Europe, vehicle production in the three months ended March 31, 2022 was negatively impacted by additional supply chain issues related to the Russia-Ukraine crisis.

Results of Operations

	Three Months Ended March 31,		
	2022	2021	Change
	(dollar amounts in thousands)		
Sales	$ 612,984	$ 668,967	$ (55,983)
Cost of products sold	591,442	600,675	(9,233)
Gross profit	21,542	68,292	(46,750)
Selling, administration & engineering expenses	51,904	58,054	(6,150)
Gain on sale of business, net	—	(891)	891
Amortization of intangibles	1,746	1,772	(26)
Restructuring charges	7,831	21,047	(13,216)
Impairment charges	455	—	455
Operating loss	(40,394)	(11,690)	(28,704)
Interest expense, net of interest income	(18,177)	(17,784)	(393)
Equity in (losses) earnings of affiliates	(1,356)	786	(2,142)
Other expense, net	(1,211)	(5,089)	3,878
Loss before income taxes	(61,138)	(33,777)	(27,361)
Income tax expense	652	936	(284)
Net loss	(61,790)	(34,713)	(27,077)
Net loss attributable to noncontrolling interests	430	849	(419)
Net loss attributable to Cooper-Standard Holdings Inc.	$ (61,360)	$ (33,864)	$ (27,496)

Three Months Ended March 31, 2022 Compared with Three Months Ended March 31, 2021

Sales

Sales for the three months ended March 31, 2022 decreased 8.4%, compared to the three months ended March 31, 2021. The decrease in sales was driven by lower vehicle production volume due to the impact of semiconductor supply issues in the current year, foreign exchange, and the deconsolidation of a joint venture in the Asia Pacific region. See Note 2. “Deconsolidation and Divestiture” to the unaudited condensed consolidated financial statements included in Part I, Item 1 of this Report for additional information.

	Three Months Ended March 31,			Variance Due To:		
	2022	2021	Change	Volume / Mix*	Foreign Exchange	Deconsolidation
	(dollar amounts in thousands)					
Total sales	$ 612,984	$ 668,967	$ (55,983)	$ (37,454)	$ (10,059)	$ (8,470)

* Net of customer price adjustments

Gross Profit

	Three Months Ended March 31,			Variance Due To:		
	2022	2021	Change	Volume / Mix*	Foreign Exchange	Cost Increases/(Decreases)
			(dollar amounts in thousands)			
Cost of products sold	$ 591,442	$ 600,675	$ (9,233)	$ (33,332)	$ (7,416)	$ 31,515
Gross profit	21,542	68,292	(46,750)	(4,122)	(2,643)	(39,985)
Gross profit percentage of sales	3.5 %	10.2 %				

* Net of customer price adjustments

Cost of products sold is primarily comprised of material, labor, manufacturing overhead, freight, depreciation, warranty costs and other direct operating expenses. The Company's material cost of products sold was approximately 50% and 48% of total cost of products sold for the three months ended March 31, 2022 and 2021, respectively. The change in the cost of products sold was impacted by commodity and wage inflation, higher labor and overhead costs due to inconsistent volume production schedules, and higher energy and transportation costs. These costs were partially offset by volume and mix, foreign exchange, purchasing lean, manufacturing efficiencies, and the deconsolidation of a joint venture in the Asia Pacific region.

Gross profit for the three months ended March 31, 2022 decreased $46.8 million compared to the three months ended March 31, 2021. The change was driven by commodity and wage inflation, volume and mix, and foreign exchange. These items were partially offset by customer recovery of cost increases, manufacturing efficiencies, purchasing lean and restructuring savings.

Selling, Administration and Engineering Expense. Selling, administration and engineering expense includes administrative expenses as well as product engineering and design and development costs. Selling, administration and engineering expense for the three months ended March 31, 2022 was 8.5% of sales compared to 8.7% for the three months ended March 31, 2021. The decrease was primarily due to lower compensation costs due to salaried headcount initiative savings, customer recovery of engineering expense, and foreign exchange, partially offset by wage inflation.

Gain on Sale of Business, Net. The gain on sale of business of $0.9 million for the three months ended March 31, 2021 related to the net effect of our 2020 divestitures.

Amortization of Intangibles. Intangible amortization for the three months ended March 31, 2022 was comparable to the three months ended March 31, 2021.

Restructuring. Restructuring charges for the three months ended March 31, 2022 decreased $13.2 million compared to the three months ended March 31, 2021. The decrease was driven by lower restructuring charges primarily in Europe.

Impairment Charges. Non-cash impairment charges for the three months ended March 31, 2022 of $0.5 million related to idle assets, primarily in a certain European location.

Interest Expense, Net. Net interest expense for the three months ended March 31, 2022 increased $0.4 million compared to the three months ended March 31, 2021, due to higher debt balances.

Other Expense, Net. Other expense for the three months ended March 31, 2022 decreased $3.9 million compared to the three months ended March 31, 2021, primarily due to lower foreign currency losses, partially offset by the loss on deconsolidation of joint venture.

Income Tax Expense. Income tax expense for the three months ended March 31, 2022 was $0.7 million on losses before income taxes of $61.1 million compared to an income tax expense of $0.9 million on losses before income taxes of $33.8 million for the three months ended March 31, 2021. The effective tax rate for the three months ended March 31, 2022 differed primarily from the effective tax rate for the three months ended March 31, 2021 due to the geographic mix of pre-tax losses and the inability to record a tax benefit for pre-tax losses in the U.S. and certain foreign jurisdictions.

Segment Results of Operations

Our business is organized into the following reportable segments: North America, Europe, Asia Pacific and South America. All other business activities are reported in Corporate, eliminations and other. The Company uses Segment adjusted EBITDA as the measure of earnings to assess the performance of each segment and determine the resources to be allocated to the segments. We have defined adjusted EBITDA as net income before interest, taxes, depreciation, amortization, restructuring expense, and special items.

The following tables present sales and segment adjusted EBITDA for each of the reportable segments.

Three Months Ended March 31, 2022 Compared with Three Months Ended March 31, 2021

Sales

	Three Months Ended March 31,			Variance Due To:		
	2022	2021	Change	Volume/ Mix*	Foreign Exchange	Deconsolidation
	(dollar amounts in thousands)					
Sales to external customers						
North America	$ 321,894	$ 339,036	$ (17,142)	$ (16,824)	$ (318)	$ —
Europe	131,414	165,776	(34,362)	(24,620)	(9,742)	—
Asia Pacific	103,753	114,225	(10,472)	(1,794)	(208)	(8,470)
South America	21,519	15,486	6,033	4,909	1,124	—
Total Automotive	578,580	634,523	(55,943)	(38,329)	(9,144)	(8,470)
Corporate, eliminations and other	34,404	34,444	(40)	875	(915)	—
Consolidated	$ 612,984	$ 668,967	$ (55,983)	$ (37,454)	$ (10,059)	$ (8,470)

* Net of customer price adjustments

- Volume and mix, net of customer price adjustments, was driven by vehicle production volume decreases due to semiconductor-related customer schedule reductions.
- The impact of foreign currency exchange primarily related to the Euro and Brazilian Real.

Segment adjusted EBITDA

	Three Months Ended March 31,			Variance Due To:		
	2022	2021	Change	Volume/ Mix*	Foreign Exchange	Cost (Increases)/ Decreases
	(dollar amounts in thousands)					
Segment adjusted EBITDA						
North America	$ 17,496	$ 41,233	$ (23,737)	$ (7,010)	$ 221	$ (16,948)
Europe	(14,657)	(1,489)	(13,168)	(3,068)	244	(10,344)
Asia Pacific	(742)	3,552	(4,294)	157	99	(4,550)
South America	(409)	(2,608)	2,199	1,562	3,418	(2,781)
Total Automotive	1,688	40,688	(39,000)	(8,359)	3,982	(34,623)
Corporate, eliminations and other	(1,543)	(2,148)	605	4,237	471	(4,103)
Consolidated adjusted EBITDA	$ 145	$ 38,540	$ (38,395)	$ (4,122)	$ 4,453	$ (38,726)

* Net of customer price adjustments

- Volume and mix, net of customer price adjustments, was driven by vehicle production volume decreases due to semi-conductor-related customer schedule reductions.
- The impact of foreign currency exchange was driven by the Brazilian Real.
- The Cost (Increases) / Decreases category above includes:
    - Commodity cost and inflationary economics;
    - Manufacturing lean efficiencies and purchasing savings through lean initiatives;

◦ Reduction in compensation-related expenses due to salaried headcount initiatives and restructuring savings.

Liquidity and Capital Resources

Short and Long-Term Liquidity Considerations and Risks

We intend to fund our ongoing working capital, capital expenditures, debt service and other funding requirements through a combination of cash flows from operations, cash on hand, borrowings under our senior asset-based revolving credit facility ("ABL Facility") and receivables factoring. The Company utilizes intercompany loans and equity contributions to fund its worldwide operations. There may be country-specific regulations which may restrict or result in increased costs in the repatriation of these funds. See Note 9. "Debt" to the unaudited condensed consolidated financial statements included in Part I, Item 1 of this Report for additional information.

We continue to actively preserve cash and enhance liquidity, including decreasing our capital expenditures. Based on those actions and current projections of OEM customer production, we believe that our cash flows from operations, cash on hand, borrowings under our ABL Facility and receivables factoring will enable us to meet our ongoing working capital, capital expenditures, debt service and other funding requirements for the next twelve months, despite the challenges presented by the COVID-19 pandemic and supply chain issues facing the industry. We continuously monitor and forecast our liquidity situation, take the necessary actions to preserve our liquidity and evaluate other financial alternatives that may be available to us should the need arise. Our ability to fund our working capital needs, debt payments and other obligations, and to comply with the financial covenants, including borrowing base limitations, under our ABL Facility, depend on our future operating performance and cash flows and many factors outside of our control, including the costs of raw materials, the state of the overall automotive industry and financial and economic conditions, including the continued impact of COVID-19, and other factors.

Cash Flows

Operating Activities. Net cash used in operations was $12.2 million for the three months ended March 31, 2022, compared to net cash used in operations of $7.1 million for the three months ended March 31, 2021. The net change was primarily due to reduced cash earnings, partially offset by improvement in working capital.

In April 2022, subsequent to the end of the first quarter, we received $28.5 million in cash payments from the United States Internal Revenue Service for tax refunds related to net operating loss carrybacks. We expect to receive additional refunds of approximately $23.0 million during the remainder of the second quarter of 2022.

Investing Activities. Net cash provided by investing activities was $20.1 million for the three months ended March 31, 2022, compared to net cash used in investing activities of $36.3 million for the three months ended March 31, 2021. Cash proceeds of $50.0 million related to the sale-leaseback agreement were received in the three months ended March 31, 2022. We expect to continue initiatives to reduce overall capital spending and anticipate that we will spend approximately $90 - $100 million on capital expenditures in 2022.

Financing Activities. Net cash used in financing activities totaled $3.0 million for the three months ended March 31, 2022, compared to net cash provided by financing activities of $1.3 million for the three months ended March 31, 2021. The outflow in 2022 primarily related to principal payments on debt, while the inflow in 2021 was primarily due to an increase in short-term debt.

Share Repurchase Program

In June 2018, our Board of Directors approved a common stock repurchase program (the "2018 Program") authorizing us to repurchase, in the aggregate, up to $150.0 million of our outstanding common stock. Under the 2018 Program, repurchases may be made on the open market, through private transactions, accelerated share repurchases, round lot or block transactions on the New York Stock Exchange or otherwise, as determined by us and in accordance with prevailing market conditions and federal securities laws and regulations. We expect to fund any future repurchases from cash on hand and future cash flows from operations. The specific timing and amount of any future repurchase will vary based on market and business conditions and other factors. We are not obligated to acquire a particular amount of securities, and the 2018 Program may be discontinued at any time at our discretion. As of March 31, 2022, we had approximately $98.7 million of repurchase authorization remaining under the 2018 Program. We did not make any repurchases under the 2018 Program during the three months ended March 31, 2022 or 2021.

Non-GAAP Financial Measures

In evaluating our business, management considers EBITDA and Adjusted EBITDA to be key indicators of our operating performance. Our management also uses EBITDA and Adjusted EBITDA:

- because similar measures are utilized in the calculation of the financial covenants and ratios contained in our financing arrangements;
- in developing our internal budgets and forecasts;
- as a significant factor in evaluating our management for compensation purposes;
- in evaluating potential acquisitions;
- in comparing our current operating results with corresponding historical periods and with the operational performance of other companies in our industry; and
- in presentations to the members of our board of directors to enable our board of directors to have the same measurement basis of operating performance as is used by management in their assessments of performance and in forecasting and budgeting for our company.

In addition, we believe EBITDA and Adjusted EBITDA and similar measures are widely used by investors, securities analysts and other interested parties in evaluating our performance. We define Adjusted EBITDA as net income (loss) plus income tax expense (benefit), interest expense, net of interest income, depreciation and amortization or EBITDA, as adjusted for items that management does not consider to be reflective of our core operating performance. These adjustments include, but are not limited to, restructuring costs, impairment charges, non-cash fair value adjustments and acquisition-related costs.

EBITDA and Adjusted EBITDA are not financial measurements recognized under U.S. GAAP, and when analyzing our operating performance, investors should use EBITDA and Adjusted EBITDA as a supplement to, and not as alternatives for, net income (loss), operating income, or any other performance measure derived in accordance with U.S. GAAP, nor as an alternative to cash flow from operating activities as a measure of our liquidity. EBITDA and Adjusted EBITDA have limitations as analytical tools, and they should not be considered in isolation or as substitutes for analysis of our results of operations as reported under U.S. GAAP. These limitations include:

- they do not reflect our cash expenditures or future requirements for capital expenditure or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect interest expense or cash requirements necessary to service interest or principal payments under our ABL Facility, Term Loan Facility, Senior Notes and Senior Secured Notes;
- they do not reflect certain tax payments that may represent a reduction in cash available to us;
- although depreciation and amortization are non-cash charges, the assets being depreciated or amortized may have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect cash requirements for such replacements; and
- other companies, including companies in our industry, may calculate these measures differently and, as the number of differences in the way companies calculate these measures increases, the degree of their usefulness as a comparative measure correspondingly decreases.

In addition, in evaluating Adjusted EBITDA, it should be noted that in the future, we may incur expenses similar to the adjustments in the below presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by special items.

The following table provides a reconciliation of EBITDA and Adjusted EBITDA from net loss, which is the most comparable financial measure in accordance with U.S. GAAP:

	Three Months Ended March 31,	
	2022	2021
	(dollar amounts in thousands)	
Net loss attributable to Cooper-Standard Holdings Inc.	$ (61,360)	$ (33,864)
Income tax expense	652	936
Interest expense, net of interest income	18,177	17,784
Depreciation and amortization	32,133	33,528
EBITDA	$ (10,398)	$ 18,384
Restructuring charges	7,831	21,047
Deconsolidation of joint venture (1)	2,257	—
Impairment charges (2)	455	—
Gain on sale of business, net (3)	—	(891)
Adjusted EBITDA	$ 145	$ 38,540

(1) Loss attributable to deconsolidation of joint venture investment in Asia Pacific, which required adjustment to fair value.
(2) Non-cash impairment charges in 2022 related to idle assets in Europe.
(3) During 2021, we recorded subsequent adjustments to the net gain on sale of business, which related to the 2020 divestiture of our European rubber fluid transfer and specialty sealing businesses.

Contingencies and Environmental Matters

The information concerning contingencies, including environmental contingencies and the amount currently held in reserve for environmental matters, contained in Note 19. “Commitments and Contingencies” to the unaudited condensed consolidated financial statements included in Part I, Item 1 of this Report, is incorporated herein by reference.

Critical Accounting Estimates

There have been no significant changes in our critical accounting estimates during the three months ended March 31, 2022.

Forward-Looking Statements

This quarterly report on Form 10-Q includes “forward-looking statements” within the meaning of U.S. federal securities laws, and we intend that such forward-looking statements be subject to the safe harbor created thereby. Our use of words “estimate,” “expect,” “anticipate,” “project,” “plan,” “intend,” “believe,” “outlook”, “guidance”, “forecast,” or future or conditional verbs, such as “will,” “should,” “could,” “would,” or “may,” and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements are based upon our current expectations and various assumptions. Our expectations, beliefs, and projections are expressed in good faith and we believe there is a reasonable basis for them. However, we cannot assure you that these expectations, beliefs and projections will be achieved. Forward-looking statements are not guarantees of future performance and are subject to significant risks and uncertainties that may cause actual results or achievements to be materially different from the future results or achievements expressed or implied by the forward-looking statements. Among other items, such factors may include: Impacts, including commodity cost increases and disruptions related to the war in Ukraine and the current COVID-related lockdowns in China; our ability to offset the adverse impact of higher commodity and other costs through negotiations with our customers; the impact, and expected continued impact, of the COVID-19 outbreak on our financial condition and results of operations; significant risks to our liquidity presented by the COVID-19 pandemic risk; prolonged or material contractions in automotive sales and production volumes; our inability to realize sales represented by awarded business; escalating pricing pressures; loss of large customers or significant platforms; our ability to successfully compete in the automotive parts industry; availability and increasing volatility in costs of manufactured components and raw materials; disruption in our supply base; competitive threats and commercial risks associated with our diversification strategy through our Advanced Technology Group; possible variability of our working capital requirements; risks associated with our international operations, including changes in laws, regulations, and policies governing the terms of foreign trade such as increased trade restrictions and tariffs; foreign currency exchange rate fluctuations; our ability to control the operations of our joint ventures for our sole benefit; our substantial amount of indebtedness and variable rates of interest; our ability to obtain adequate financing sources in the future; operating and financial restrictions imposed on us under our debt instruments; the underfunding of our pension plans; significant changes in discount rates and the actual return on pension assets; effectiveness of continuous improvement programs and other cost savings plans; manufacturing facility closings or consolidation; our ability to execute new program launches; our ability to meet customers’ needs for new and improved products; the possibility that our acquisitions and divestitures may not be successful; product liability, warranty and recall claims brought against us; laws and regulations, including environmental, health and safety laws and regulations; legal and regulatory proceedings, claims or investigations against us; work stoppages or other labor disruptions; the ability of our intellectual property to withstand legal challenges; cyber-attacks, data privacy concerns, other disruptions in, or the inability to implement upgrades to, our information technology systems; the possible volatility of our annual effective tax rate; the possibility of a failure to maintain effective controls and procedures; the possibility of future impairment charges to our goodwill and long-lived assets; our ability to identify, attract, develop and retain a skilled, engaged and diverse workforce; our ability to procure insurance at reasonable rates; and our dependence on our subsidiaries for cash to satisfy our obligations.

You should not place undue reliance on these forward-looking statements. Our forward-looking statements speak only as of the date of this quarterly report on Form 10-Q, and we undertake no obligation to publicly update or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except where we are expressly required to do so by law.

This quarterly report on Form 10-Q also contains estimates and other information that is based on industry publications, surveys, and forecasts. This information involves a number of assumptions and limitations, and we have not independently verified the accuracy or completeness of the information.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes to the quantitative and qualitative information about the Company’s market risk from those previously disclosed in the Company’s 2021 Annual Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company has evaluated, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this Report. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. Based on that evaluation, the Company's Chief Executive Officer along with the Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective at a reasonable assurance level as of the end of the period covered by this Report.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting during the quarter ended March 31, 2022 that have materially affected, or are reasonably likely to affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Purchases of Equity Securities By the Issuer and Affiliated Purchasers

The Company is authorized to purchase, in the aggregate, up to $150 million of our outstanding common stock under our common stock repurchase program, which was effective in November 2018. As of March 31, 2022, we had approximately $98.7 million of repurchase authorization remaining under our common stock share repurchase program as discussed in Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources - Share Repurchase Program,” and Note 17. “Common Stock” to the unaudited condensed consolidated financial statements included in Part I, Item 1 of this Report.

A summary of our shares of common stock repurchased during the three months ended March 31, 2022 is shown below:

Period	Total Number of Shares Purchased[(1)]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (in millions)
January 1, 2022 through January 31, 2022	1,310	$ 22.41	—	$ 98.7
February 1, 2022 through February 28, 2022	29,777	16.88	—	98.7
March 1, 2022 through March 31, 2022	—	—	—	98.7
Total	31,087		—	

(1) Represents shares repurchased by the Company to satisfy employee tax withholding requirements due upon the vesting of restricted stock awards.

Item 6. Exhibits

Exhibit No.	Description of Exhibit
10.1*†	Form of 2022 Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan Performance Award Agreement (ROIC).
10.2*†	Form of 2022 Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan Performance Award Agreement (TSR).
10.3*†	Form of 2022 Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan Restricted Stock Unit Award Agreement (cash or stock-settled award)
31.1*	Certification of Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act of 2002).
31.2*	Certification of Principal Financial Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act of 2002).
32**	Certification Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS***	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH***	Inline XBRL Taxonomy Extension Schema Document
101.CAL***	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF***	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB***	Inline XBRL Taxonomy Label Linkbase Document
101.PRE***	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104***	Cover Page Interactive Data File, formatted in Inline XBRL

* Filed with this Report.
** Furnished with this Report.
*** Submitted electronically with this Report in accordance with the provisions of Regulation S-T.
† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

COOPER-STANDARD HOLDINGS INC.

May 6, 2022	/S/ JONATHAN P. BANAS
Date	**Jonathan P. Banas** **Chief Financial Officer** **(Principal Financial Officer and Duly Authorized Officer)**

Exhibit 10.1

COOPER-STANDARD HOLDINGS INC.

PERFORMANCE UNIT AWARD AGREEMENT

THIS AGREEMENT (this “Agreement”), which relates to a grant of performance-vested Restricted Stock Units (“PUs”) made on Grant Date (the “Date of Grant”), is between Cooper-Standard Holdings Inc., a Delaware corporation (the “Company”), and the individual whose name is set forth on the signature page hereof (the “Participant”):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan (the “Plan”), which is incorporated herein by reference and made a part of this Agreement (capitalized terms not otherwise defined herein shall have the same meanings as in the Plan); and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the PUs provided for herein to the Participant pursuant to the Plan, and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant. The Company hereby grants to the Participant Number of Awards Granted PUs on the terms and conditions set forth in this Agreement. One hundred percent (100%) of such PUs are referred to as the “Target PUs.” The Participant’s rights with respect to the PUs will remain forfeitable at all times prior to the date such PUs vest as described in Section 4.

2. Performance Period and Goal. The vesting of the PUs is subject to the achievement of the performance goal (the “Performance Goal”) indicated in Section 2(b) during the Performance Period (as defined below).

(a) Performance Period. The performance period (the “Performance Period”) for this Award is the two–year period commencing on January 1, 2022 and ending on December 31, 2023.

(b) Performance Goal. The Performance Goal is the Company’s return on invested capital (ROIC) (as defined in Exhibit A) for each year of the two-year Performance Period. The Performance Goal will be met at “target” for the 2022 calendar year if the Company achieves ROIC improvement relative to 2021 equal to 930 bps. The Committee shall communicate the Company ROIC target for the 2023 calendar year to the Participant on or around the first anniversary of the Grant Date.

The Performance Goal will be met at “threshold” if the Company achieves ROIC improvement relative to 2021 equal to 810 bps (80% of target performance). There is no payout for performance below the threshold level. The Performance Goal will be met at “maximum” if the Company achieves ROIC improvement relative to 2021 equal to 1,050 bps (120% of target performance). Performance between threshold and target, or between target and maximum, shall be interpolated. In the event of a material acquisition or divestiture during the Performance Period, the threshold, target and maximum Performance Goal will be adjusted based on the pro-forma impact of the transaction over the remainder of the Performance Period. A material acquisition or divestiture is a transaction that impacts the payout at the time of the transaction by more than 10% of the target as determined by the Committee.

3. Restrictions on Transfer. In accordance with the Plan, the Participant shall have the right to designate a beneficiary to receive the PUs that will vest upon, or be settled following, the Participant's death, all in the manner and to the extent set forth in this Agreement. The designation may be changed at any time. If no Designation of Beneficiary is made, then any PUs that will vest at the time of death of the Participant, and any previously vested PUs that have not yet been settled as of the date of death of the Participant, shall be paid to the Participant’s estate. The Participant cannot otherwise sell, transfer, or dispose of or pledge or hypothecate or assign the unvested PUs or the Shares underlying the vested PUs prior to the date on which such vested PUs are settled pursuant to Section 5 (collectively, the “Transfer Restrictions”).

4. Vesting; Determination of Actual Achieved PUs; Termination of Employment.

(a) Determination of Actual Achieved PUs. As soon as practical after the end of the Performance Period (and in all events during the calendar year immediately following the end of the Performance Period), the Committee will determine to what extent the Performance Goal has been achieved separately for each calendar year of the Performance Period (the "2022 Actual Achieved PUs" and the "2023 Actual Achieved PUs", respectively, and together, the "Actual Achieved PUs"). Based on such determination, the number of Actual Achieved PUs will be determined separately for each calendar year as follows:

If Performance Goal for the calendar year is Met at*:	Then Potential Number of PUs for the calendar year is:
Threshold (80% of Target)	25% of Target PUs
Target	50% of Target PUs
Maximum (120% of Target)	100% of Target PUs

*If the Performance Goal is achieved between threshold and target, or between target and maximum, the percent of Target PUs that are considered potentially vested will be interpolated. There is no payout for performance below the threshold level.

The Committee may then exercise its discretion to separately adjust the potential number of PUs for each calendar year either upwards or downwards. The total number of PUs, after adjustment (if any), so determined by the Committee shall be considered Actual Achieved PUs as of the date of such Committee determination (the "Determination Date").

(b) Vesting. Except as set forth in subsection (c) or (d), the 2022 Actual Achieved PUs (as determined pursuant to Section 4(a)) will vest only if the Participant continues in Employment with the Company or its Affiliates until December 31, 2023, and the 2023 Actual Achieved PUs will vest only if the Participant continues in Employment with the Company or its Affiliates until December 31, 2024.

(c) Termination of Employment. If the Participant's Employment with the Company and its Affiliates terminates for any reason prior to the vesting date(s) of the Actual Achieved PUs (or portion thereof, as applicable), the PUs shall be canceled by the Company without consideration; provided that:

(i) upon termination of the Participant's Employment due to the Participant's death or Disability prior to the end of the Performance Period, the Target PUs shall be considered Actual Achieved PUs and shall vest in full on the date of such Employment termination if the Participant terminated employment prior to the end of a calendar year during the Performance Period, and the Actual Achieved PUs shall vest in full on the date of such Employment termination if the Participant terminated employment after the end of a calendar year during the Performance Period;

(ii) upon termination of the Participant's Employment due to the Participant's death or Disability after the end of the Performance Period, the Actual Achieved PUs shall vest in full on the date of such Employment termination (or if later, as of the Determination Date);

(iii) if the Participant's Employment terminates for Retirement prior to the end of the Performance Period, then the Actual Achieved PUs (determined following the end of the Performance Period) shall be subject to continued vesting as if the Participant had not experienced an Employment termination, but pro-rated based on the portion of the vesting period (which shall be 2 years for the 2022 Actual Achieved PUs and 3 years for the 2023 Actual Achieved PUs) the Participant was employed;

(iv) if the Participant's Employment terminates for Retirement after the end of the Performance Period, then the 2022 Actual Achieved PUs shall be considered vested in the normal course and the 2023 Actual Achieved PUs shall be subject to continued vesting as if the Participant had not experienced an Employment termination, but pro-rated based on the portion of the vesting period (which shall be 3 years) the Participant was employed; and

(v) in the case of any of the foregoing, any remaining unvested PUs shall be canceled by the Company without consideration.

(d) Change of Control. Notwithstanding the foregoing, in the event of a Change of Control:

(i) If the purchaser, successor or surviving entity (or parent thereof) in the Change of Control (the "Survivor") agrees to assume the PUs or replace the PUs with the same type of award with similar terms and conditions, then the following will apply:

(A) If the Change of Control occurs during the first calendar year of the Performance Period, the Performance Goal shall be deemed to have been satisfied at the target level, regardless of actual performance prior to or after such Change of Control, such that only the Target PUs remain available for vesting under this Award. If the Change of Control occurs after the end of the first calendar year of the Performance Period (including after the end of the Performance Period), then the Actual Achieved PUs will remain available for vesting under this Award.

(B) Each PU determined under clause (A) above that is assumed by the Survivor shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities which would have been issuable to the Participant upon the consummation of such Change of Control had the PUs been actual shares immediately prior to such Change of Control.

(C) Upon termination of the Participant's Employment following such Change in Control (1) by the Company and its Affiliates without Cause, or due to death or Disability, or (2) if the Participant is then or was at the time of a Change of Control a Section 16 Participant, by such Section 16 Participant for Good Reason, in each case within two years after a Change of Control, any unvested portion of this Award (or the replacement award) shall immediately become vested in full. Upon termination of the Participant's Employment following such a Change in Control due to Retirement, the provisions of Section 4(c) shall apply.

(ii) To the extent the Survivor does not assume the PUs or issue replacement awards as provided in clause (i), then, immediately prior to the date of the Change of Control, the Target PUs or Actual Achieved PUs, as applicable (determined in the manner set forth in clause (i)(A) above), shall become immediately and fully vested.

5. Settlement.

(a) General. The Company may settle this Award in cash or Shares as determined at the sole discretion of the Committee or its designee. Except as otherwise provided in Section 5(b) or (c), as soon as practicable after (i) the Determination Date, for the 2022 Actual Achieved PUs that are vested as of such date, and (ii) the first anniversary of the Determination Date, for the 2023 Actual Achieved PUs that are vested as of such date, the Company will settle the vested Actual Achieved PUs by (A) delivering an amount of cash equal to the Fair Market Value, determined as of the Determination Date and as of the first anniversary of the Determination Date, as applicable, of a number of Shares equal to the number of Actual Achieved PUs that have vested, or (B) making an appropriate book entry in the Participant's name for a number of Shares equal to the number of Actual Achieved PUs that have vested, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance.

(b) Payment Upon Termination. If the Participant's Employment with the Company terminates and such termination triggers the accelerated vesting of the PUs hereunder, then as soon as practicable after the Determination Date or the first anniversary of the Determination Date, as applicable in accordance with Section 5(a) above, the Company will settle such vested PUs by (i) delivering an amount of cash equal to the Fair Market Value, determined as of the date of termination, of a number of Shares equal to the number of PUs that have vested, or (ii) making an appropriate book entry in the Participant's name for a number of Shares equal to the number of PUs that have vested, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance. For purposes hereof, the PUs that vest upon a Participant's termination of Employment shall be settled only upon the Participant's separation from service within the meaning of Code Section 409A.

Notwithstanding any other provision in the Plan or this Agreement to the contrary, if the Participant is a “specified employee” within the meaning of Code Section 409A as of the date of such separation from service (for reasons other than death), then settlement of such vested PUs shall occur on the date that is six months after the date of the Participant’s separation from service to the extent necessary to comply with Code Section 409A.

(c) Payment Upon Change in Control. If payment is triggered pursuant to Section 4(d)(ii), then as soon as practicable after the Change in Control, the Company will settle the vested PUs by (i) delivering an amount of cash equal to the Fair Market Value, determined as of the date of the Change in Control, of a number of Shares equal to the number of vested PUs, or (ii) making an appropriate book entry in the Participant’s name for a number of Shares equal to the number of vested PUs, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance.

6. No Voting Rights; Dividend Equivalents. The Participant shall not have voting rights with respect to the Shares underlying the PUs. If any dividends or other distributions are paid with respect to the Shares underlying the PUs, the Participant shall be credited with additional performance units equal to the number of Shares that the Participant would have received had the PUs been actual Shares, so long as the applicable record date occurs on or after the Date of Grant and before such PUs are forfeited or settled; and further provided that such performance units shall be deemed PUs subject to the same risk of forfeiture and other terms of this Agreement and the Plan as apply to the PUs to which such dividends or other distributions relate.

7. No Right to Continued Employment or Future Awards. The granting of the PUs shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company’s or its Affiliate’s right to terminate the Employment of the Participant. In addition, the granting of the PUs shall impose no obligation on the Company or any of its Affiliates to make awards under the Plan to the Participant in the future.

8. Taxes. The Company and its Affiliates shall have the right and are hereby authorized to withhold from amounts otherwise payable hereunder any applicable withholding taxes in respect of the PUs and to take such other action as may be necessary to satisfy all obligations for the payment of such withholding taxes.

9. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may designate in writing to the other. Any such notice shall be deemed effective upon receipt by the addressee.

10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.**

11. Performance Units Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The PUs are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are incorporated herein by reference. In the event of a conflict between any term or provision in this Agreement and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern.

12. Recoupment. This Award and the compensation received by the Participant under this Award shall be subject to the terms of any recoupment or clawback policy that may be adopted by the Company from time to time and to any requirement of applicable law, regulation or listing standard that requires the Company to recoup or clawback compensation paid under this Award.

13. Amendments. The Company may amend this Award at any time, provided that the Participant’s consent to any amendment is required to the extent the amendment materially diminishes the rights of the Participant or results in cancellation of the Award. Notwithstanding the foregoing, the Company need not obtain Participant (or other interested party) consent for (a) the adjustment or cancellation of an Award pursuant to the adjustment provisions of the Plan; (b) the modification of the

Award to the extent deemed necessary to comply with any applicable law, the listing requirements of any principal securities exchange or market on which the Shares are then traded; (c) the modification of the Award to preserve favorable accounting or tax treatment of the Award for the Company; or (d) the modification of the Award to the extent the Committee determines that such action does not materially and adversely affect the value of an Award or that such action is in the best interest of the affected Participant or any other person(s) as may then have an interest in the Award.

14. Committee Interpretation. As a condition to the grant of this Award, the Participant agrees (with such agreement being binding upon the Participant’s legal representatives, guardians, legatees or beneficiaries) that this Agreement will be interpreted by the Committee and that any interpretation by the Committee of the terms of this Agreement or the Plan, and any determination made by the Committee under this Agreement or the Plan, will be final, binding and conclusive.

15. Data Privacy Consent. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant’s personal data as described in this Agreement and any other related materials (“Data”) by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan. The Participant understands that the Company and the Company's affiliates may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity-based awards and other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant’s favor, for the exclusive purpose of implementing, administering and managing the Plan. The Participant understands that Data will be transferred to a designated third party external broker or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient’s country (e.g., the United States or otherwise) may have different data privacy laws and regulations and thus the level of data protection provided may not be equivalent to the one offered in Participant’s country of residence.

Where Data are to be transferred to a Third Country, as defined in the EU General Data Protection Regulation (GDPR) no. 2016/679, or an international organization, the Company and its affiliates shall ensure that the level of data protection offered is equivalent to the one offered in the Participant’s country of residence, especially if such country is part of the European Economic Area; such level shall be in particular guaranteed, by implementing adequate safeguards in the form of contractual arrangements between the Company and such third parties recipients; in particular by executing appropriate Standard Contractual Clauses (SCCs) as adopted and published by the European Commission for that purpose. The Participant understands that if the Participant resides outside the United States, the Participant may request at any given time a list with the names and addresses of any potential third-party recipients of the Data by contacting the Participant’s local human resources representative.

The Participant authorizes the Company, the Company's selected broker and any other third-party recipients which assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Participant’s participation in the Plan. A list of such third-party recipients is available upon request. The Company undertakes to provide prior notice to the Participant of any changes to the aforementioned list of third-party recipients; such changes to third-party recipients will be accepted by the Participant unless reasonably objected to for just cause. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant’s participation in the Plan in accordance with applicable data protection laws and regulations, as well as the Company’s policies on the retention and disposal of records in effect from time to time. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost and without providing any reason for such a withdrawal, by contacting in writing the Participant’s local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a free and purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant’s consent, the Participant’s employment status or service and career will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant equity-based awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant's local human resources representative. The Participant is also entitled to lodge a complaint with the competent supervisory authorities should he or she not receive a reply or otherwise not be satisfied with a reply received by the Company concerning the exercise of his or her aforementioned rights.

16. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD
HOLDINGS INC.

By: ______________________

Agreed and acknowledged as of the date first above written:

____

Participant: Participant Name

Exhibit A

- ROIC Calculation Methodology: As follows:
  - A numerator of:
    1. Net operating profit after tax (NOPAT)
    2. PLUS joint venture earnings, including restructuring
  - Divided by a denominator equal to the 5-quarter average of:
    1. Net working capital, which is the sum of net receivables, net inventory, and minimum cash minus current liabilities
    2. PLUS net PPE, joint venture investments and goodwill and intangibles

COOPER-STANDARD HOLDINGS INC.

PERFORMANCE UNIT AWARD AGREEMENT

THIS AGREEMENT (this "Agreement"), which relates to a grant of performance-vested Restricted Stock Units ("PUs") made on Grant Date (the "Date of Grant"), is between Cooper-Standard Holdings Inc., a Delaware corporation (the "Company"), and the individual whose name is set forth on the signature page hereof (the "Participant"):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement (capitalized terms not otherwise defined herein shall have the same meanings as in the Plan); and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the PUs provided for herein to the Participant pursuant to the Plan, and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant. The Company hereby grants to the Participant Number of Awards Granted PUs on the terms and conditions set forth in this Agreement. One hundred percent (100%) of such PUs are referred to as the "Target PUs." The Participant's rights with respect to the PUs will remain forfeitable at all times prior to the date such PUs vest as described in Section 4.

2. Performance Period and Goal. The vesting of the PUs is subject to the achievement of the performance goal (the "Performance Goal") indicated in Section 2(b) during the Performance Period (as defined below).

(a) Performance Period. The performance period (the "Performance Period") for this Award is the three–year period commencing on January 1, 2022 and ending on December 31, 2024.

(b) Performance Goal. The Performance Goal is the Company's Total Shareholder Return (TSR) (as defined in Exhibit A) for the three-year Performance Period. The Performance Goal will be met at "target" if the Company's TSR is at the 50^{th} percentile of the Comparator Group. Exhibit A lists the companies in the Comparator Group and sets forth the methodology to be used in calculating TSR.

The Performance Goal will be met at "threshold" if the Company's TSR is at the 25^{th} percentile of the Comparator Group. There is no payout for performance below the threshold level. The Performance Goal will be met at "maximum" if the Company's TSR is at the 75^{th} percentile of the Comparator Group. Performance between threshold and target, or between target and maximum, shall be interpolated. Notwithstanding the preceding: (i) if the Company's absolute TSR over the Performance Period is negative, earnout will be capped at 100% of target, and (ii) in no event may the value of the PUs at vesting exceed 600% of the value of the Target PUs on the Date of Grant (the "Value Cap").

3. Restrictions on Transfer. In accordance with the Plan, the Participant shall have the right to designate a beneficiary to receive the PUs that will vest upon, or be settled following, the Participant's death, all in the manner and to the extent set forth in this Agreement. The designation may be changed at any time. If no Designation of Beneficiary is made, then any PUs that will vest at the time of death of the Participant, and any previously vested PUs that have not yet been settled as of the date of death of the Participant, shall be paid to the Participant's estate. The Participant cannot otherwise sell, transfer, or dispose of or pledge or hypothecate or assign the unvested PUs or the Shares underlying the vested PUs prior to the date on which such vested PUs are settled pursuant to Section 5 (collectively, the "Transfer Restrictions").

4. Vesting; Determination of Actual Achieved PUs; Termination of Employment.

(a) Determination of Actual Achieved PUs. As soon as practical after the end of the Performance Period (and in all events during the calendar year immediately following the end of the

Performance Period), the Committee will determine to what extent the Performance Goal has been achieved. Based on such determination, the number of Actual Achieved PUs will be determined as follows:

If Performance Goal is Met at*:	Relative TSR	Then Potential Number of PUs is:
Threshold	25th Percentile	50% of Target PUs
Target	Median	100% of Target PUs
Maximum**	75th Percentile	200% of Target PUs

*If the Performance Goal is achieved between threshold and target, or between target and maximum, the percent of Target PUs that are considered potentially vested will be interpolated. There is no payout for performance below the threshold level.

** If the Company's absolute TSR over the Performance Period is negative, earnout will be capped at 100% of target. Further, and if applicable, the Value Cap shall apply.

The Committee may then exercise its discretion to adjust the potential number of PUs either upwards or downwards. The total number of PUs, after adjustment (if any), so determined by the Committee shall be considered Actual Achieved PUs as of the date of such Committee determination (the "Determination Date").

(b) Vesting. Except as set forth in subsection (c) or (d), the Actual Achieved PUs (as determined pursuant to Section 4(a)) will vest only if the Participant continues in Employment with the Company or its Affiliates until the end of the Performance Period.

(c) Termination of Employment. If the Participant's Employment with the Company and its Affiliates terminates for any reason prior to the end of the Performance Period, the PUs shall be canceled by the Company without consideration; provided that:

(i) upon termination of the Participant's Employment due to the Participant's death or Disability prior to the end of the Performance Period, the Target PUs shall be considered Actual Achieved PUs and shall vest in full on the date of such Employment termination;

(ii) upon termination of the Participant's Employment due to the Participant's death or Disability after the end of the Performance Period, the Actual Achieved PUs shall vest in full on the date of such Employment termination (or if later, as of the Determination Date);

(iii) if the Participant's Employment terminates for Retirement prior to the end of the Performance Period, then a number of PUs equal to (x) the total number of PUs determined pursuant to subsection (a) multiplied by (y) a fraction, the numerator of which is the number of the Participant's days of Employment during the Performance Period and the denominator of which is 1,095, shall vest and no longer be subject to forfeiture as of the Determination Date;

(iv) if the Participant's Employment terminates for Retirement after the end of the Performance Period, the Actual Achieved PUs shall vest in full on the date of such Employment termination (or if later, as of the Determination Date); and

(v) in the case of any of the foregoing, any remaining unvested PUs shall be canceled by the Company without consideration.

(d) Change of Control. Notwithstanding the foregoing, in the event of a Change of Control:

(i) If the purchaser, successor or surviving entity (or parent thereof) in the Change of Control (the "Survivor") agrees to assume the PUs or replace the PUs with the same type of award with similar terms and conditions, then the following will apply:

(A) If the Change of Control occurs during the first calendar year of the Performance Period, the Performance Goal shall be deemed to have been satisfied at the target level, regardless of actual performance prior to or after such Change of Control, such that only the Target PUs remain available for vesting under this Award. If the Change of Control occurs after the end of the first calendar year of the Performance Period (including after the end of the Performance Period), then the Actual Achieved PUs will remain available for vesting under this Award.

(B) Each PU determined under clause (A) above that is assumed by the Survivor shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities which would have been issuable to the Participant upon the consummation of such Change of Control had the PUs been actual shares immediately prior to such Change of Control.

(C) Upon termination of the Participant's Employment following such Change in Control (1) by the Company and its Affiliates without Cause, or due to death or Disability, or (2) if the Participant is then or was at the time of a Change of Control a Section 16 Participant, by such Section 16 Participant for Good Reason, in each case within two years after a Change of Control, any unvested portion of this Award (or the replacement award) shall immediately become vested in full. Upon termination of the Participant's Employment following such a Change in Control due to Retirement, the provisions of Section 4(c) shall apply.

(ii) To the extent the Survivor does not assume the PUs or issue replacement awards as provided in clause (i), then, immediately prior to the date of the Change of Control, the Target PUs or Actual Achieved PUs, as applicable (determined in the manner set forth in clause (i)(A) above), shall become immediately and fully vested.

5. Settlement.

(a) General. The Company may settle this Award in cash or Shares as determined at the sole discretion of the Committee or its designee. Except as otherwise provided in Section 5(b) or (c), as soon as practicable after the Determination Date, the Company will settle the vested Actual Achieved PUs by (i) delivering an amount of cash equal to the Fair Market Value, determined as of the Determination Date, of a number of Shares equal to the number of Actual Achieved PUs that have vested, or (ii) making an appropriate book entry in the Participant's name for a number of Shares equal to the number of Actual Achieved PUs that have vested, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance.

(b) Payment Upon Termination. If the Participant's Employment with the Company terminates and such termination triggers the accelerated vesting of the PUs hereunder, then as soon as practicable after the Determination Date, the Company will settle such vested PUs by (i) delivering an amount of cash equal to the Fair Market Value, determined as of the date of termination, of a number of Shares equal to the number of PUs that have vested, or (ii) making an appropriate book entry in the Participant's name for a number of Shares equal to the number of PUs that have vested, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance. For purposes hereof, the PUs that vest upon a Participant's termination of Employment shall be settled only upon the Participant's separation from service within the meaning of Code Section 409A.

Notwithstanding any other provision in the Plan or this Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Code Section 409A as of the date of such separation from service (for reasons other than death), then settlement of such vested PUs shall occur on the date that is six months after the date of the Participant's separation from service to the extent necessary to comply with Code Section 409A.

(c) Payment Upon Change in Control. If payment is triggered pursuant to Section 4(d)(ii), then as soon as practicable after the Change in Control, the Company will settle the vested PUs by (i) delivering an amount of cash equal to the Fair Market Value, determined as of the date of the Change in Control, of a number of Shares equal to the number of vested PUs, or (ii) making an appropriate book entry in the Participant's name for a number of Shares equal to the number of vested PUs, as determined at the sole discretion of the Committee or its designee. The Transfer Restrictions applicable to any Shares issued in respect of the PUs shall lapse upon such issuance.

6. No Voting Rights; Dividend Equivalents. The Participant shall not have voting rights with respect to the Shares underlying the PUs. If any dividends or other distributions are paid with respect to the Shares underlying the PUs, the Participant shall be credited with additional performance units equal to the number of Shares that the Participant would have received had the PUs been actual Shares, so long as the applicable record date occurs on or after the Date of Grant and before such PUs are forfeited or settled; and further provided that such performance units shall be deemed PUs subject to the same risk of forfeiture and other terms of this Agreement and the Plan as apply to the PUs to which such dividends or other distributions relate.

7. No Right to Continued Employment or Future Awards. The granting of the PUs shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Employment of the Participant. In addition, the granting of the PUs shall impose no obligation on the Company or any of its Affiliates to make awards under the Plan to the Participant in the future.

8. Taxes. The Company and its Affiliates shall have the right and are hereby authorized to withhold from amounts otherwise payable hereunder any applicable withholding taxes in respect of the PUs and to take such other action as may be necessary to satisfy all obligations for the payment of such withholding taxes.

9. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may designate in writing to the other. Any such notice shall be deemed effective upon receipt by the addressee.

10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.**

11. Performance Units Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The PUs are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are incorporated herein by reference. In the event of a conflict between any term or provision in this Agreement and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern.

12. Recoupment. This Award and the compensation received by the Participant under this Award shall be subject to the terms of any recoupment or clawback policy that may be adopted by the Company from time to time and to any requirement of applicable law, regulation or listing standard that requires the Company to recoup or clawback compensation paid under this Award.

13. Amendments. The Company may amend this Award at any time, provided that the Participant's consent to any amendment is required to the extent the amendment materially diminishes the rights of the Participant or results in cancellation of the Award. Notwithstanding the foregoing, the Company need not obtain Participant (or other interested party) consent for (a) the adjustment or cancellation of an Award pursuant to the adjustment provisions of the Plan; (b) the modification of the Award to the extent deemed necessary to comply with any applicable law, the listing requirements of any principal securities exchange or market on which the Shares are then traded; (c) the modification of the Award to preserve favorable accounting or tax treatment of the Award for the Company; or (d) the modification of the Award to the extent the Committee determines that such action does not materially and adversely affect the value of an Award or that such action is in the best interest of the affected Participant or any other person(s) as may then have an interest in the Award.

14. Committee Interpretation. As a condition to the grant of this Award, the Participant agrees (with such agreement being binding upon the Participant's legal representatives, guardians, legatees or beneficiaries) that this Agreement will be interpreted by the Committee and that any interpretation by the Committee of the terms of this Agreement or the Plan, and any determination made by the Committee under this Agreement or the Plan, will be final, binding and conclusive.

15. Data Privacy Consent. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant’s personal data as described in this Agreement and any other related materials (“Data”) by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan. The Participant understands that the Company and the Company's affiliates may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity-based awards and other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant’s favor, for the exclusive purpose of implementing, administering and managing the Plan. The Participant understands that Data will be transferred to a designated third party external broker or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient’s country (e.g., the United States or otherwise) may have different data privacy laws and regulations and thus the level of data protection provided may not be equivalent to the one offered in Participant’s country of residence.

Where Data are to be transferred to a Third Country, as defined in the EU General Data Protection Regulation (GDPR) no. 2016/679, or an international organization, the Company and its affiliates shall ensure that the level of data protection offered is equivalent to the one offered in the Participant’s country of residence, especially if such country is part of the European Economic Area; such level shall be in particular guaranteed, by implementing adequate safeguards in the form of contractual arrangements between the Company and such third parties recipients; in particular by executing appropriate Standard Contractual Clauses (SCCs) as adopted and published by the European Commission for that purpose. The Participant understands that if the Participant resides outside the United States, the Participant may request at any given time a list with the names and addresses of any potential third-party recipients of the Data by contacting the Participant’s local human resources representative.

The Participant authorizes the Company, the Company's selected broker and any other third-party recipients which assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Participant’s participation in the Plan. A list of such third-party recipients is available upon request. The Company undertakes to provide prior notice to the Participant of any changes to the aforementioned list of third-party recipients; such changes to third-party recipients will be accepted by the Participant unless reasonably objected to for just cause. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant’s participation in the Plan in accordance with applicable data protection laws and regulations, as well as the Company’s policies on the retention and disposal of records in effect from time to time. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost and without providing any reason for such a withdrawal, by contacting in writing the Participant’s local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a free and purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant’s consent, the Participant’s employment status or service and career will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant’s consent is that the Company would not be able to grant the Participant equity-based awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant’s consent may affect the Participant’s ability to participate in the Plan. For more information on the consequences of the Participant’s refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant’s local human resources representative. The Participant is also entitled to lodge a complaint with the competent supervisory authorities should he or she not receive a reply or otherwise not be satisfied with a reply received by the Company concerning the exercise of his or her aforementioned rights.

16. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD HOLDINGS INC.

By: ______________________

Agreed and acknowledged as of the date first above written:

____

Participant: Participant Name

Exhibit A

- **TSR Calculation Methodology**: As follows:
  - TSR Beginning Stock Price Calculation – average closing stock price for the 20 trading days immediately prior to the beginning of the Performance Period (for the Company and the Comparator Group companies)
  - TSR Ending Stock Price Calculation – average closing stock price for the last 20 trading days of the Performance Period (for the Company and the Comparator Group companies)
  - Treatment of Dividends in TSR Calculation – TSR calculation will assume reinvestment of dividends on the ex-dividend date (for the Company and the Comparator Group companies, where applicable)
  - Exchange Rate - TSR and dividends (if applicable) of companies in the Comparator Group that are traded on international exchanges will be converted to USD using a published exchange rate on (1) each trading day prior to the beginning of the Performance Period to determine TSR Beginning Stock Price and (2) each trading day during the end of the Performance Period to determine TSR Ending Stock Price.
- **Comparator Group**: The Comparator Group comprises the following 19 companies:

Adient plc	American Axle & Manufacturing Holdings, Inc.	Aptiv PLC
Autoliv, Inc.	BorgWarner Inc.	Dana Incorporated
Gentex Corporation	Gentherm	LCI Industries
Lear Corporation	Linamar Corporation	Magna International Inc.
Martinrea International Inc.	Standard Motor Products Inc.	Stoneridge, Inc.
The Goodyear Tire & Rubber Company	Tenneco Inc.	TI Fluid Systems plc
Visteon Corporation		

- **Changes in the Comparator Group During Performance Period**: The Comparator Group will be fixed based on the constituents at the beginning of the Performance Period; the following adjustments will apply to ensure a balanced/fair assessment of relative performance:
  - Comparator Group companies that are acquired/merged during the Performance Period will be removed when calculating the Company's relative TSR percentile rank
  - Comparator Group companies that file for bankruptcy during the Performance Period would be treated as the worst performers for purposes of determining the Company's relative TSR percentile rank

COOPER-STANDARD HOLDINGS INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (this "Agreement"), which relates to a grant of Restricted Stock Units ("RSUs") made on Grant Date (the "Date of Grant"), is between Cooper-Standard Holdings Inc., a Delaware corporation (the "Company"), and the individual whose name is set forth on the signature page hereof (the "Participant"):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2021 Omnibus Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement (capitalized terms not otherwise defined herein shall have the same meanings as in the Plan); and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the RSUs provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant. The Company hereby grants to the Participant Number of Awards Granted RSUs on the terms and conditions set forth in this Agreement. The Participant's rights with respect to the RSUs will remain forfeitable at all times prior to vesting as described in this Agreement.

2. Restrictions on Transfer. In accordance with the Plan, the Participant shall have the right to designate a beneficiary to receive the RSUs that will vest upon, or be settled following, the Participant's death, all in the manner and to the extent set forth in this Agreement. The designation may be changed at any time. If no Designation of Beneficiary is made, then any RSUs that will vest at the time of death of the Participant, and any previously vested RSUs that have not yet been settled as of the date of death of the Participant, shall be paid to the Participant's estate. The Participant cannot otherwise sell, transfer, or dispose of or pledge or hypothecate or assign the unvested RSUs or the Shares underlying the vested RSUs prior to the date on which such vested RSUs are settled pursuant to Section 4 (collectively, the "Transfer Restrictions").

3. Vesting; Termination of Employment.

(a) Vesting. Subject to the Participant's continued Employment with the Company or its Affiliates through the applicable vesting date, one-third of the RSUs shall vest on each of the first three anniversaries of the March 1st on, or next following, the Date of Grant (each, a "Vesting Date").

(b) Termination of Employment. If the Participant's Employment with the Company and its Affiliates terminates for any reason other than the Participant's death, Disability or Retirement, then the RSUs shall, to the extent not then vested, be canceled by the Company without consideration. Upon termination of the Participant's Employment due to the Participant's death or Disability, the Participant shall become immediately vested as of the date of such termination of the Participant's Employment in any RSUs subject to this Agreement not otherwise then vested. Upon termination of the Participant's Employment due to the Participant's Retirement between the Grant Date and a Vesting Date, or between Vesting Dates, a pro rata portion of the RSUs (in addition to any RSUs that have already vested due to continued Employment through one or more Vesting Dates) will be deemed vested as of the date of such termination. Such pro rata portion will be equal to the product of the total number of RSUs that are subject to immediate vesting on the following Vesting Date multiplied by a fraction equal to: (i) the number of days of Employment that have elapsed since the most recent Vesting Date (or the March 1st on, or next following, the Date of Grant if no Vesting Dates have passed) through the date of such termination; divided by (ii) 365. Any remaining RSUs shall be canceled by the Company without consideration. For purposes hereof, the RSUs that vest upon a Participant's termination of Employment shall be paid only upon the Participant's separation from service within the meaning of Code Section 409A.

(c) Change of Control. Notwithstanding the foregoing, in the event of a Change of Control while the Participant remains in Employment with the Company or its Affiliate, the following will apply:

(i) If the purchaser, successor or surviving entity (or parent thereof) in the Change of Control (the "Survivor") so agrees, then some or all of the RSUs shall be assumed, or replaced with the same type of award with similar terms and conditions, by the Survivor in the Change of Control transaction. If applicable, each Restricted Stock Unit that is assumed by the Survivor shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities which would have been issuable to the Participant upon the consummation of such Change of Control had the RSUs been actual shares immediately prior to such Change of Control. Upon termination of the Participant's Employment (A) by the Company and its Affiliates without Cause or (B) if the Participant is then or was at the time of the Change of Control a Section 16 Participant, by such Section 16 Participant for Good Reason, in each case within two years after a Change of Control, any unvested portion of this Award (or the replacement award) shall immediately become fully vested.

(ii) To the extent the Survivor does not assume the RSUs or issue replacement awards as provided in clause (i), then, immediately prior to the date of the Change of Control, all of the RSUs shall become immediately and fully vested.

4. Settlement.

(a) General. Except as otherwise provided in Section 4(b), as soon as practicable after RSUs vest (but no later than two-and-one-half months from the date on which vesting occurs), the Company, at its sole discretion, will settle such vested RSUs by electing either to (i) make an appropriate book entry in the Participant's name for a number of Shares equal to the number of RSUs that have vested or (ii) deliver an amount of cash equal to the Fair Market Value, determined as of the applicable Vesting Date, of a number of Shares equal to the number of RSUs that have vested. The Transfer Restrictions applicable to any Shares issued in respect of the RSUs shall lapse upon such issuance.

(b) Six-Month Delay for Specified Employees. Notwithstanding any other provision in the Plan or this Agreement to the contrary, if (i) the RSUs become vested as a result of the Participant's separation from service other than as a result of death, and (ii) the Participant is a "specified employee" within the meaning of Code Section 409A as of the date of such separation from service, then settlement of such vested RSUs shall occur on the date that is six months after the date of the Participant's separation from service to the extent necessary to comply with Code Section 409A.

(c) Restrictions. The Company shall not be liable to the Participant for damages relating to any delays in making an appropriate book entry, or any mistakes or errors in the making of the book entry, provided that the Company shall correct any such errors caused by it. Any such book entry shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Company may make an appropriate book entry notation to make appropriate reference to such restrictions.

5. No Voting Rights; Dividend Equivalents. The Participant shall not have voting rights with respect to the Shares underlying the RSUs unless and until such Shares are reflected as issued and outstanding shares on the Company's stock ledger. The Participant shall be credited with an amount of cash equivalent to any dividends or other distributions paid with respect to the Shares underlying the RSUs, so long as the applicable record date occurs on or after the Date of Grant and before such RSUs are forfeited or settled; provided that such cash amounts shall be subject to the same risk of forfeiture as the RSUs to which such amounts relate. If, however, any dividends or other distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then the Participant shall be credited with additional restricted stock units equal to the number of Shares that the Participant would have received had the RSUs been actual Shares, and such restricted stock units shall be deemed RSUs subject to the same risk of forfeiture and other terms of this Agreement and the Plan as apply to the RSUs to which such dividends or other distributions relate. Any amounts due to the Participant under this provision shall be paid to the Participant or distributed, as applicable, at the same time as payment is made in respect of the RSUs to which such dividends or other distributions relate.

6. No Right to Continued Employment or Future Awards. The granting of the RSUs shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Employment of the Participant. In addition, the granting of the RSUs shall impose no obligation on the Company or any of its Affiliates to make awards under the Plan to the Participant in the future.

7. Taxes. The Company and its Affiliates shall have the right and are hereby authorized to withhold any applicable withholding taxes in respect of the RSUs or any transfer under or with respect to the RSUs and to take such other action as may be necessary to satisfy all obligations for the payment of such withholding taxes, including by deducting cash (or requiring an Affiliate to deduct cash) from any payments of any kind otherwise due to the Participant, or withholding Shares otherwise deliverable hereunder to satisfy such tax obligations.

8. Securities Laws. Upon the acquisition of any Shares pursuant to the RSUs, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

9. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may designate in writing to the other. Any such notice shall be deemed effective upon receipt by the addressee.

10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.**

11. RSUs Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are incorporated herein by reference. In the event of a conflict between any term or provision in this Agreement and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern.

12. Recoupment. This Award, and any compensation received by the Participant under this Award, shall be subject to the terms of any recoupment or clawback policy that may be adopted by the Company from time to time and to any requirement of applicable law, regulation or listing standard that requires the Company to recoup or clawback compensation paid under this Award.

13. Amendments. The Company may amend this Award at any time, provided that the Participant's consent to any amendment is required to the extent the amendment materially diminishes the rights of the Participant or that results in the cancellation of the Award. Notwithstanding the foregoing, the Company need not obtain Participant (or other interested party) consent for: (a) the adjustment or cancellation of an Award pursuant to the adjustment provisions of the Plan; (b) the modification of the Award to the extent deemed necessary to comply with any applicable law, the listing requirements of any principal securities exchange or market on which the Shares are then traded; (c) the modification of the Award to preserve favorable accounting or tax treatment of the Award for the Company; or (d) the modification of the Award to the extent the Committee determines that such action does not materially and adversely affect the value of an Award or that such action is in the best interest of the affected Participant or any other person(s) as may then have an interest in the Award.

14. Committee Interpretation. As a condition to the grant of this Award, the Participant agrees (with such agreement being binding upon the Participant's legal representatives, guardians, legatees or beneficiaries) that this Agreement will be interpreted by the Committee and that any interpretation by the Committee of the terms of this Agreement or the Plan, and any determination made by the Committee under this Agreement or the Plan, will be final, binding and conclusive.

15. Data Privacy Consent. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other option grant materials ("Data") by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company and the Company's affiliates may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan. The Participant understands that Data will be transferred to a designated third party external broker or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States or otherwise) may have different data privacy laws and regulations and thus the level of data protection provided may not be equivalent to the one offered in Participant's country of residence.

Where Data are to be transferred to a Third Country, as defined in the EU General Data Protection Regulation (GDPR) no. 2016/679, or an international organization, the Company and its affiliates shall ensure that the level of data protection offered is equivalent to the one offered in the Participant's country of residence, especially if such country is part of the European Economic Area; such level shall be in particular guaranteed, by implementing adequate safeguards in the form of contractual arrangements between the Company and such third parties recipients; in particular by executing appropriate Standard Contractual Clauses (SCCs) as adopted and published by the European Commission for that purpose. The Participant understands that if the Participant resides outside the United States, the Participant may request at any given time a list with the names and addresses of any potential third-party recipients of the Data by contacting the Participant’s local human resources representative.

The Participant authorizes the Company, the Company's selected broker and any other third-party recipients which assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Participant’s participation in the Plan. A list of such third-party recipients is available upon request. The Company undertakes to provide prior notice to the Participant of any changes to the aforementioned list of third-party recipients; such changes to third-party recipients will be accepted by the Participant unless reasonably objected to for just cause. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant’s participation in the Plan in accordance with applicable data protection laws and regulations, as well as the Company’s policies on the retention and disposal of records in effect from time to time. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost and without providing any reason for such a withdrawal, by contacting in writing the Participant’s local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a free and purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant’s consent, the Participant’s employment status or service and career will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant’s consent is that the Company would not be able to grant the Participant options or other equity awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant’s consent may affect the Participant’s ability to participate in the Plan. For more information on the consequences of the Participant’s refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant’s local human resources representative. The Participant is also entitled to lodge a complaint with the competent supervisory authorities should he or she does not receive a reply or is not otherwise satisfied with a reply received by the Company concerning the exercise of his/her aforementioned rights.

16. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD
HOLDINGS INC.

By: ____________________

Agreed and acknowledged as of the date first above written:

____
Participant: Participant Name

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER, PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
(SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002)

I, Jeffrey S. Edwards, certify that:

1 I have reviewed this Quarterly Report on Form 10-Q of Cooper-Standard Holdings Inc.;

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2022

By: /S/ JEFFREY S. EDWARDS

Jeffrey S. Edwards
Chairman and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER, PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
(SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002)

I, Jonathan P. Banas, certify that:

1 I have reviewed this Quarterly Report on Form 10-Q of Cooper-Standard Holdings Inc.;

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2022

By: /S/ JONATHAN P. BANAS

Jonathan P. Banas
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the filing of this quarterly report of Cooper-Standard Holdings Inc. (the “Company”) on Form 10-Q for the period ended March 31, 2022, with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned officers certifies, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

1 The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2 The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2022

By: /S/ JEFFREY S. EDWARDS
Jeffrey S. Edwards
Chief Executive Officer
(Principal Executive Officer)

/S/ JONATHAN P. BANAS
Jonathan P. Banas
Chief Financial Officer
(Principal Financial Officer)