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, 2016

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.)**

39550 Orchard Hill Place Drive
Novi, Michigan 48375
(Address of principal executive offices)
(Zip Code)
(248) 596-5900
(Registrant’s telephone number, including area code)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

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

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

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 28, 2016 there were 17,205,924 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, 2016

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

COOPER-STANDARD HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF NET INCOME
(Unaudited)

(Dollar amounts in thousands except per share amounts)

	Three Months Ended March 31,	
	2016	2015
Sales	$ 862,497	$ 800,050
Cost of products sold	702,673	669,178
Gross profit	159,824	130,872
Selling, administration & engineering expenses	83,395	76,311
Amortization of intangibles	3,278	3,548
Restructuring charges	10,832	18,840
Other operating loss	155	—
Operating profit	62,164	32,173
Interest expense, net of interest income	(9,752)	(9,157)
Equity in earnings of affiliates	1,770	1,776
Other (expense) income, net	(7,816)	11,077
Income before income taxes	46,366	35,869
Income tax expense	15,553	14,741
Net income	30,813	21,128
Net income attributable to noncontrolling interests	(214)	(141)
Net income attributable to Cooper-Standard Holdings Inc.	$ 30,599	$ 20,987
Earnings per share:		
Basic	$ 1.75	$ 1.23
Diluted	$ 1.64	$ 1.15

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

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

	Three Months Ended March 31,	
	2016	**2015**
Net income	$ 30,813	$ 21,128
Other comprehensive income (loss):		
Currency translation adjustment	18,327	(49,061)
Benefit plan liabilities, net of tax[(1)]	(1,724)	5,761
Fair value change of derivatives, net of tax[(2)]	(2,075)	(584)
Other comprehensive income (loss), net of tax	14,528	(43,884)
Comprehensive income (loss)	45,341	(22,756)
Comprehensive income attributable to noncontrolling interests	(275)	(250)
Comprehensive income (loss) attributable to Cooper-Standard Holdings Inc.	$ 45,066	$ (23,006)

(1) Other comprehensive income (loss) related to the benefit plan liabilities is net of a tax effect of $(5) and $(280) for the three months ended March 31, 2016 and 2015, respectively.

(2) Other comprehensive income (loss) related to the fair value change of derivatives is net of a tax effect of $811 and $536 for the three months ended March 31, 2016 and 2015, respectively.

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, 2016 (unaudited)	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 313,077	$ 378,243
Accounts receivable, net	530,569	455,187
Tooling receivable	108,798	102,877
Inventories	157,596	149,645
Prepaid expenses	34,830	30,016
Other	75,924	73,513
Total current assets	1,220,794	1,189,481
Property, plant and equipment, net	793,360	765,369
Goodwill	150,731	149,219
Intangibles assets, net	67,159	70,702
Deferred tax assets	47,889	49,299
Other assets	80,692	80,222
Total assets	$ 2,360,625	$ 2,304,292
Liabilities and Equity		
Current liabilities:		
Debt payable within one year	$ 47,624	$ 45,494
Accounts payable	431,894	400,604
Payroll liabilities	112,780	127,609
Accrued liabilities	119,142	107,713
Total current liabilities	711,440	681,420
Long-term debt	730,821	732,418
Pension benefits	181,832	176,525
Postretirement benefits other than pensions	54,295	52,963
Deferred tax liabilities	1,416	4,914
Other liabilities	42,695	41,253
Total liabilities	1,722,499	1,689,493
7% Cumulative participating convertible preferred stock, $0.001 par value, 10,000,000 shares authorized; no shares issued and outstanding	—	—
Equity:		
Common stock, $0.001 par value, 190,000,000 shares authorized; 19,195,156 shares issued and 17,198,850 shares outstanding at March 31, 2016, and 19,105,251 shares issued and 17,458,945 outstanding at December 31, 2015	17	17
Additional paid-in capital	507,943	513,764
Retained earnings	321,119	306,713
Accumulated other comprehensive loss	(202,598)	(217,065)
Total Cooper-Standard Holdings Inc. equity	626,481	603,429
Noncontrolling interests	11,645	11,370
Total equity	638,126	614,799
Total liabilities and equity	$ 2,360,625	$ 2,304,292

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

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

	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 at December 31, 2015	17,458,945	$ 17	$ 513,764	$ 306,713	$ (217,065)	$ 603,429	$ 11,370	$ 614,799
Shares issued under stock option plans	6,349	—	(214)	—	—	(214)	—	(214)
Repurchase of common stock	(350,000)	—	(8,470)	(15,330)	—	(23,800)	—	(23,800)
Warrant exercise	9,102	—	248	—	—	248	—	248
Share based compensation, net	74,454	—	2,615	(863)	—	1,752	—	1,752
Net income	—	—	—	30,599	—	30,599	214	30,813
Other comprehensive income	—	—	—	—	14,467	14,467	61	14,528
Balance at March 31, 2016	17,198,850	$ 17	$ 507,943	$ 321,119	$ (202,598)	$ 626,481	$ 11,645	$ 638,126

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,	
	2016	**2015**
Operating Activities:		
Net income	$ 30,813	$ 21,128
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	26,927	23,051
Amortization of intangibles	3,278	3,548
Share-based compensation expense	4,371	2,629
Equity in earnings, net of dividends related to earnings	1,252	141
Gain on remeasurement of previously held equity interest	—	(11,622)
Deferred income taxes	(959)	1,754
Other	597	(207)
Changes in operating assets and liabilities	(38,365)	(49,962)
Net cash provided by (used in) operating activities	27,914	(9,540)
Investing activities:		
Capital expenditures	(55,090)	(51,315)
Acquisition of businesses, net of cash acquired	(3,020)	(24,442)
Proceeds from sale of fixed assets and other	(127)	2,237
Net cash used in investing activities	(58,237)	(73,520)
Financing activities:		
Increase (decrease) in short-term debt, net	2,295	(2,416)
Principal payments on long-term debt	(2,436)	(1,891)
Purchase of noncontrolling interests	—	(1,262)
Repurchase of common stock	(23,800)	—
Proceeds from exercise of warrants	248	—
Taxes withheld and paid on employees' share based payment awards	(1,714)	(992)
Other	28	(148)
Net cash used in financing activities	(25,379)	(6,709)
Effects of exchange rate changes on cash and cash equivalents	(9,464)	16,933
Changes in cash and cash equivalents	(65,166)	(72,836)
Cash and cash equivalents at beginning of period	378,243	267,270
Cash and cash equivalents at end of period	$ 313,077	$ 194,434

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

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, fluid transfer, and anti-vibration 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, 2015 (the “2015 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, 2016 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.

Recent accounting pronouncements

In March 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2016-09, *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting.* The guidance simplifies several aspects of the accounting for employee share-based payment transactions including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification of related amounts within the statement of cash flows. The guidance is effective for annual and interim reporting periods beginning after December 15, 2016. The Company is currently evaluating the impact of adopting the guidance on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-07, *Investments - Equity Method and Joint Ventures (Topic 323): Simplifying the Transition to the Equity Method of Accounting.* This guidance eliminates the requirement that an investor retrospectively apply equity method accounting when an investment that it had accounted for by another method initially qualifies for the equity method. The guidance requires that an equity method investor add the cost of acquiring the additional interest to the current basis of the investor’s previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method accounting. This guidance is effective for annual and interim reporting periods beginning after December 15, 2016. The adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance revises existing U.S. GAAP by requiring lessees to recognize assets and liabilities for all leases (with an exception of short-term leases). This guidance is effective for annual and interim reporting periods beginning after December 15, 2018. Early adoption is permitted. The guidance requires companies to use a modified retrospective approach upon adoption. The Company is currently evaluating the impact of adopting this guidance on its consolidated financial statements.

In July 2015, the FASB issued ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement - Period Adjustments*. This ASU requires an acquirer to recognize adjustments to estimated amounts identified during the measurement period in the reporting period in which the adjustment is determined and not restate prior amounts disclosed. This guidance is effective for annual and interim reporting periods beginning after December 15, 2015. The Company adopted this guidance effective January 1, 2016. The adoption of this ASU did not have a material impact on the Company's condensed consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*. This ASU requires entities to measure most inventory at the lower of cost and net realizable value rather than at the lower of cost or market. This guidance is effective for annual and interim reporting periods beginning after December 15, 2016. The Company is currently evaluating the impact of adopting this guidance on its consolidated financial statements.

In February 2015, the FASB issued ASU 2015-02, *Consolidation (Topic 810): Amendments to the Consolidation Analysis*. This ASU amends the consolidation guidance under U.S. GAAP. This guidance is effective for annual and interim reporting periods beginning after December 15, 2015. The Company adopted this guidance effective January 1, 2016. The adoption of this ASU did not have an impact on the Company's condensed consolidated financial statements.

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

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements: Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*. This ASU requires management to perform interim and annual assessments of an entity's ability to continue as a going concern. This guidance is effective for annual and interim reporting periods ending after December 15, 2016. The adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of this guidance is that a company should recognize revenue to depict the transfer of promised goods or services to a customer at an amount reflecting the consideration it expects to receive in exchange for those goods or services. In July 2015, the FASB issued ASU 2015-14, which delays the effective date of this guidance to annual and interim reporting periods beginning after December 15, 2017. Early adoption will be permitted as of the original effective date of annual and interim reporting periods beginning after December 15, 2016. The guidance allows for companies to use either a full retrospective or a modified retrospective approach when adopting. The Company is currently evaluating the impact of adopting this guidance on its consolidated financial statements.

2. Acquisitions

In the first quarter of 2016, the Company made an initial deposit of approximately $3,000 toward an acquisition in furtherance of the Company’s Shenya operations. The total purchase price of the acquisition is approximately $6,000 and is expected to close during the second quarter of 2016.

In the first quarter of 2015, the Company completed the acquisition of an additional 47.5% of Huayu-Cooper Standard Sealing Systems Co. (“Shenya”), increasing its ownership to 95%, for cash consideration of $59,320 of which $24,442 was paid in the first quarter of 2015. The business acquired in the transaction is operated from Shenya’s manufacturing locations in China. Shenya primarily supplies sealing systems and components to the automotive industry. This acquisition is directly aligned with the Company’s growth strategy by strengthening important customer relationships in the automotive sealing systems market. The results of operations of Shenya are included in the Company’s condensed consolidated financial statements from the date of acquisition, February 27, 2015. Prior to the acquisition, the Company held a 47.5% unconsolidated equity interest in Shenya. The estimated fair value of the equity interest at the date of acquisition was $41,378, resulting in a gain of $11,622 recorded in other (expense) income, net for the three months ended March 31, 2015.

3. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill by reportable operating segment for the three months ended March 31, 2016 are summarized as follows:

	North America	Europe	Asia Pacific	South America	Total
Balance at January 1, 2016	$ 114,109	$ 11,056	$ 24,054	$ —	$ 149,219
Foreign exchange translation	823	533	156	—	1,512
Balance at March 31, 2016	$ 114,932	$ 11,589	$ 24,210	$ —	$ 150,731

Goodwill is tested for impairment by reporting unit either annually or when events or circumstances indicate that impairment may exist. There were no indicators of potential impairment during the quarter ended March 31, 2016.

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

The following table presents intangible assets and accumulated amortization balances of the Company as of March 31, 2016 and December 31, 2015, respectively:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	$ 115,483	$ (64,250)	$ 51,233
Developed technology	9,016	(8,110)	906
Other	16,312	(1,292)	15,020
Balance at March 31, 2016	$ 140,811	$ (73,652)	$ 67,159
Customer relationships	$ 115,285	$ (61,375)	$ 53,910
Developed technology	8,854	(7,673)	1,181
Other	16,290	(679)	15,611
Balance at December 31, 2015	$ 140,429	$ (69,727)	$ 70,702

Amortization expense totaled $3,278 and $3,548 for the three months ended March 31, 2016 and 2015, respectively. Amortization expense is estimated to be approximately $12,300 for the year ending December 31, 2016.

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 initiated certain restructuring initiatives, including plant rationalizations and targeted workforce reduction efforts, as deemed appropriate.

In addition to previously initiated actions, in January 2015, the Company announced its intention to further restructure its European manufacturing footprint based on current and anticipated market demands. The total estimated cost of this initiative, which is expected to be completed in 2017, is approximately $125,000, of which approximately $57,000 has been incurred to date.

The Company previously implemented several other restructuring initiatives, including the closure or consolidation of facilities throughout the world, the establishment of a centralized shared services function in Europe and the reorganization of the Company's operating structure. While substantially complete, the Company continues to incur costs on some of these initiatives, primarily related to the disposal of the respective facilities.

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.

The following table summarizes the restructuring expense by segment for the three months ended March 31, 2016 and 2015:

	Three Months Ended March 31,	
	2016	2015
North America	$ 960	$ 417
Europe	8,835	18,423
Asia Pacific	1,037	—
South America	—	—
Total	$ 10,832	$ 18,840

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

The following table summarizes the activity for all restructuring initiatives for the three months ended March 31, 2016 and 2015:

	Employee Separation Costs	Other Exit Costs	Asset Impairments	Total
Balance at January 1, 2016	$ 32,707	$ 1,768	$ —	$ 34,475
Expense	4,524	6,308	—	10,832
Cash payments	(4,827)	(6,526)	—	(11,353)
Foreign exchange translation and other	1,720	294	—	2,014
Balance at March 31, 2016	34,124	1,844	—	35,968

5. Inventories

Inventories were comprised of the following at March 31, 2016 and December 31, 2015:

	March 31, 2016	December 31, 2015
Finished goods	$ 40,039	$ 43,031
Work in process	37,132	32,863
Raw materials and supplies	80,425	73,751
	$ 157,596	$ 149,645

6. Debt

Outstanding debt consisted of the following at March 31, 2016 and December 31, 2015:

	March 31, 2016	December 31, 2015
Term loan (net of $5,806 and $6,096 unamortized issuance costs, respectively)	$ 728,390	$ 729,841
Other borrowings	50,055	48,071
Total debt	$ 778,445	$ 777,912
Less current portion (net of $1,161 and $1,161 unamortized issuance costs, respectively)	(47,624)	(45,494)
Total long-term debt	$ 730,821	$ 732,418

Term Loan Facility

On April 4, 2014, certain subsidiaries of the Company entered into a Term Loan Facility (the "Term Loan Facility") in order to (i) refinance the then-outstanding Senior Notes and Senior PIK Toggle Notes, including applicable call premiums and accrued and unpaid interest, (ii) pay related fees and expenses and (iii) provide for working capital and other general corporate purposes. The Term Loan Facility provides for loans in an aggregate principal amount of $750,000 and may be increased (or a new term loan facility added) by an amount that will not cause the consolidated first lien debt ratio to exceed 2.25 to 1.00 plus $300,000. All obligations of the borrower are guaranteed jointly and severally on a senior secured basis by the direct parent company of the borrower and each existing and subsequently acquired direct or indirect wholly-owned U.S. restricted subsidiary of the borrower. The obligations are secured by amongst other items (a) a first priority security interest (subject to permitted liens and other customary exceptions) on (i) all the capital stock in restricted subsidiaries directly held by the borrower and each of the guarantors (limited to 65% of the capital stock of any foreign subsidiaries), (ii) substantially all plant, material owned real property located in the U.S. and equipment of the borrower and the guarantors and (iii) all other personal property of the borrower and the guarantors, and (b) a second priority security interest (subject to permitted liens and other customary exceptions) in accounts receivable of the borrowers and the guarantors arising from the sale of goods and services, inventory, excluding certain collateral and subject to certain limitations. Loans under the Term Loan Facility bear interest at a rate equal to, at the Borrower's option, LIBOR, subject to a 1.00% LIBOR Floor plus an applicable margin of 3.00% or the base rate option (the highest of the Federal Funds rate, plus 0.50%, prime rate, or one-month Eurodollar rate plus 1.00%), plus an applicable margin of 2.00%. The Term Loan Facility matures on April 4, 2021. On April 4, 2014, the aggregate principal amount of $750,000 was fully drawn to extinguish the Senior Notes and the Senior PIK Toggle Notes and to pay related fees and expenses. Debt issuance costs of approximately $7,900 were incurred on this transaction, along with the original issue discount of $3,750. Both the debt issuance costs and the original issue discount are amortized into interest expense over the term of the Term Loan Facility. As of March 31, 2016, the principal amount of $728,390 was outstanding. As of March 31, 2016, the Company had $2,679 of unamortized original issue discount.

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

Senior ABL Facility

On April 4, 2014, CS Intermediate Holdco 1 LLC (“Parent”), CSA U.S. (the “U.S. Borrower”), Cooper-Standard Automotive Canada Limited (the “Canadian Borrower”), Cooper-Standard Automotive International Holdings BV (the “European Borrower” and, together with the U.S. Borrower and Canadian Borrower, the “Borrowers”), and certain subsidiaries of the U.S. Borrower entered into the Second Amended and Restated Loan Agreement (the “Senior ABL Facility”), which amended and restated the then existing senior secured asset based revolving agreement dated May 27, 2010, in order to permit the Term Loan Facility and other related transactions. The Senior ABL Facility provided for an aggregate revolving loan availability of up to $150,000, subject to borrowing base availability, including a $60,000 letter of credit sub-facility and a $25,000 swing line sub-facility. The Senior ABL Facility also provided for an uncommitted $105,000 incremental loan facility, for a potential total Senior ABL Facility of $255,000 (if requested by the borrowers and the lenders agree to fund such increase).

On June 11, 2014, the same parties entered into Amendment No. 1 to the Senior ABL Facility, which increased the aggregate revolving loan availability to $180,000, subject to borrowing base availability, principally by expanding a tooling receivable category of eligible borrowing base availability for the U.S. borrower and Canadian borrower. The Senior ABL Facility, as amended, also now provides for an uncommitted $75,000 incremental loan facility, for a potential total Senior ABL Facility of $255,000 (if requested by the borrowers and the lenders agree to fund such increase). No consent of any lender (other than those participating in the increase) is required to effect any such increase.

As of March 31, 2016, there were no borrowings under the Senior ABL Facility, and subject to borrowing base availability, the Company had $180,000 in availability less outstanding letters of credit of $42,593. In April 2016, the Company issued additional $15,000 in letters of credit.

7. Pension and Postretirement Benefits other than Pensions

The following tables disclose the components of net periodic (income) benefit cost for the three months ended March 31, 2016 and 2015 for the Company’s defined benefit plans and other postretirement benefit plans:

	Pension Benefits			
	Three Months Ended March 31,			
	2016		2015	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 202	$ 847	$ 232	$ 889
Interest cost	3,145	1,247	3,084	1,295
Expected return on plan assets	(3,959)	(769)	(4,421)	(860)
Amortization of prior service cost and actuarial loss	429	547	276	679
Other	—	—	—	120
Net periodic (income) benefit cost	$ (183)	$ 1,872	$ (829)	$ 2,123

	Other Postretirement Benefits			
	Three Months Ended March 31,			
	2016		2015	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 90	$ 90	$ 109	$ 98
Interest cost	346	164	353	175
Amortization of prior service credit and actuarial gain	(507)	(15)	(396)	(5)
Other	1	—	6	—
Net periodic (income) benefit cost	$ (70)	$ 239	$ 72	$ 268

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

8. Income Taxes

The Company is required to determine its effective tax rate each quarter based upon its estimated annual effective tax rate. The Company is also required to record 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.

The effective tax rate for the three months ended March 31, 2016 was 34%. The effective rate for the three months ended March 31, 2015 was 41%. The effective tax rate for the three months ended March 31, 2016 compared to the three months ended March 31, 2015 was lower primarily due to smaller losses in foreign jurisdictions where the Company cannot record a tax benefit due to valuation allowances. The income tax rate for the three months ended March 31, 2016 varies from statutory rates due primarily to income taxes on foreign earnings taxed at rates lower than the U.S. statutory rate, tax credits, income tax incentives, and other permanent items, offset by other categories of income. Further, the Company’s current and future provision for income taxes may be impacted by the recognition of valuation allowances in certain countries. The Company intends to maintain these allowances until it is more likely than not that the deferred tax assets will be realized.

9. Accumulated Other Comprehensive Income (Loss)

The changes in accumulated other comprehensive income (loss) by component for the three months ended March 31, 2016 and 2015, net of related tax, are as follows:

	Three Months Ended March 31, 2016			
	Cumulative currency translation adjustment	Benefit plan liabilities	Fair value change of derivatives	Total
Balance at January 1, 2016	$ (130,661)	$ (84,124)	$ (2,280)	$ (217,065)
Other comprehensive income (loss) before reclassifications	18,266 (1)	(2,069)	(2,748)	13,449
Amounts reclassified from accumulated other comprehensive income (loss)	—	345 (2)	673 (3)	1,018
Balance at March 31, 2016	$ (112,395)	$ (85,848)	$ (4,355)	$ (202,598)

(1) Includes $9,019 of other comprehensive gain related to intra-entity foreign currency balances that are of a long-term investment nature.
(2) Includes actuarial losses of $553, offset by prior service credits of $82, net of tax of $126. See Note 7.
(3) Includes losses related to the interest rate swap of $795 included in interest expense, net of interest income, and losses related to foreign exchange contracts of $209 included in cost of products sold, net of tax of $331.

	Three Months Ended March 31, 2015			
	Cumulative currency translation adjustment	Benefit plan liabilities	Fair value change of derivatives	Total
Balance at January 1, 2015	$ (50,371)	$ (86,861)	$ (2,011)	$ (139,243)
Other comprehensive income (loss) before reclassifications	(47,261) (1)	5,377	(683)	(42,567)
Amounts reclassified from accumulated other comprehensive income (loss)	(1,909) (2)	384 (3)	99 (4)	(1,426)
Balance at March 31, 2015	$ (99,541)	$ (81,100)	$ (2,595)	$ (183,236)

(1) Includes $13,548 of other comprehensive loss related to intra-entity foreign currency balances that are of a long-term investment nature.
(2) Includes $300 reclassed to paid-in capital related to the purchase of noncontrolling interests.
(3) Includes actuarial losses of $612, offset by prior service credits of $87, net of tax of $141. See Note 7.
(4) Includes losses related to foreign exchange contracts of $168 included in cost of products sold, net of tax of $69.

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

10. Net Income Per Share Attributable to Cooper-Standard Holdings Inc.

Basic net income per share attributable to Cooper-Standard Holdings Inc. was computed by dividing net income attributable to Cooper-Standard Holdings Inc. by the weighted average number of shares of common stock outstanding during the period. Diluted net income per share attributable to Cooper-Standard Holdings Inc. was computed using the treasury stock method by dividing diluted net income 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.

A summary of information used to compute basic and diluted net income per share attributable to Cooper-Standard Holdings Inc. is shown below:

	Three Months Ended March 31,	
	2016	2015
Net income attributable to Cooper-Standard Holdings Inc.	$ 30,599	$ 20,987
Decrease in fair value of share-based awards	—	5
Diluted net income available to Cooper-Standard Holdings Inc. common stockholders	$ 30,599	$ 20,992
Basic weighted average shares of common stock outstanding	17,442,364	17,037,283
Dilutive effect of:		
Warrants	702,748	795,897
Options	274,038	209,237
Restricted common stock	258,298	195,035
Diluted weighted average shares of common stock outstanding	18,677,448	18,237,452
Basic net income per share attributable to Cooper-Standard Holdings Inc.	$ 1.75	$ 1.23
Diluted net income per share attributable to Cooper-Standard Holdings Inc.	$ 1.64	$ 1.15

The effect of certain common share equivalents was excluded from the computation of weighted average diluted shares outstanding as inclusion would have been antidilutive. A summary of common stock equivalents excluded from the computation of weighted average diluted shares outstanding is shown below:

	Three Months Ended March 31,	
	2016	2015
Number of options	—	303,300
Exercise price	—	$56.27-70.20
Restricted common stock	—	—

11. Share-Based Compensation

Under the Company's incentive plans, stock options, restricted common stock, restricted preferred stock, unrestricted common stock, restricted stock units and performance units have been granted to key employees and directors. Total compensation expense recognized was $4,371 and $2,629 for the three months ended March 31, 2016 and 2015, respectively.

12. Common Stock

In March 2016, certain selling stockholders affiliated with Silver Point Capital, L.P., Oak Hill Advisors, L.P. and Capital World Investors (the "Selling Stockholders") sold 2,278,031 shares, including overallotments, of the Company’s common stock at a public offering price of $68.00 per share, in a secondary public offering. Of the 2,278,031 shares sold in the offering, 350,000 shares were purchased by the Company for $23,800. The Company paid the underwriting discounts and commissions payable on the shares sold by the Selling Stockholders, excluding the shares the Company repurchased, resulting in $5,900 of fees incurred for the three months ended March 31, 2016, which is included in other (expense) income, net in the condensed consolidated statement of net income. The Company also incurred approximately $600 of other expenses related to legal and audit services for the three months ended March 31, 2016, which is included in selling, administration & engineering expenses in the condensed consolidated statement of net income. The Company did not sell or receive any proceeds from the sales of shares by the Selling Stockholders.

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

13. Other (Expense) Income, Net

The components of other (expense) income, net are as follows:

	Three Months Ended March 31,	
	2016	2015
Gain on remeasurement of previously held equity interest	$ —	$ 11,622
Secondary offering underwriting fees	(5,900)	—
Foreign currency losses	(1,689)	(248)
Loss on sale of receivables	(227)	(297)
Other (expense) income, net	$ (7,816)	$ 11,077

14. Related Party Transactions

Sales to Nishikawa Standard Company (“NISCO”), a 40%-owned joint venture accounted for as an investment under the equity method, totaled $8,564 and $7,914 for the three months ended March 31, 2016 and 2015, respectively. In March 2016, the Company received from NISCO a dividend of $1,880, all of which was related to earnings. In March 2015, the Company received from NISCO a dividend of $680, all of which was related to earnings.

Sales to Shenya Sealing (Guangzhou) Company Limited (“Guangzhou”), a 51%-owned unconsolidated joint venture accounted for as an investment under the equity method, totaled $551 and $380 for the three months ended March 31, 2016 and 2015, respectively.

In March 2016, as part of the secondary offering, the Company paid $5,900 of fees incurred on behalf of the Selling Stockholders (see Note 12. "Common Stock").

15. 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 and interest rate 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 liabilities measured or disclosed at fair value on a recurring basis as of March 31, 2016 and December 31, 2015, are shown below:

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

	March 31, 2016	December 31, 2015	Input
Forward foreign exchange contracts - other current assets	$ 687	$ 900	Level 2
Forward foreign exchange contracts - accrued liabilities	(1,878)	(79)	Level 2
Interest rate swaps - other current assets	46	32	Level 2
Interest rate swaps - other assets	102	38	Level 2
Interest rate swaps - accrued liabilities	(3,103)	(2,991)	Level 2
Interest rate swaps - other liabilities	(2,569)	(1,739)	Level 2

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. "Acquisitions" and Note 4. "Restructuring."

Items Not Carried At Fair Value

Fair values of the Term Loan Facility approximated $713,823 and $714,332 at March 31, 2016 and December 31, 2015, respectively, based on quoted market prices, compared to the recorded value of $728,390 and $729,841 at March 31, 2016 and December 31, 2015, respectively. This fair value measurement was classified within Level 1 of the fair value hierarchy.

Derivative Instruments and Hedging Activities

The Company uses derivative financial instruments, including forwards and swap contracts, to manage its exposures to fluctuations in foreign exchange and interest rates. For a fair value hedge, both the effective and ineffective, if significant, portions are recorded in earnings and reflected in the condensed consolidated statements of net income. For a cash flow hedge, the effective portion of the change in the fair value of the derivative is recorded in accumulated other comprehensive loss in the consolidated balance sheet. The ineffective portion, if significant, is recorded in other income or expense. When the underlying hedged transaction is realized or the hedged transaction is no longer probable, the gain or loss included in accumulated other comprehensive loss is recorded in earnings and reflected in the condensed consolidated statements of net income on the same line as the gain or loss on the hedged item attributable to the hedged risk.

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, accrued liabilities and other long-term liabilities. 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 enters into forward contracts to hedge currency risk of the U.S. Dollar against the Canadian Dollar, the Brazilian Real and the Mexican Peso; the Euro against the Czech Koruna, the Polish Zloty, the Romanian Leu, and the U.S. Dollar. The forward contracts are used 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. As of March 31, 2016, the notional amount of these contracts was $67,106. The amount reclassified from accumulated other comprehensive loss into cost of products sold was $209 for the three months ended March 31, 2016. These foreign currency derivative contracts consist of hedges of transactions up to September 2016.

Interest Rate Swap - In August 2014, the Company entered into interest rate swap transactions to manage cash flow variability associated with its variable rate Term Loan Facility. The interest rate swap contracts, which fix the interest payments of variable rate debt instruments, are used to manage exposure to fluctuations in interest rates. As of March 31, 2016, the notional amount of these contracts was $300,000 with maturities through September 2018. The fair market value of all outstanding interest rate swap and other derivative contracts is subject to changes in value due to changes in interest rates. The amount reclassified from accumulated other comprehensive loss into interest expense, net of interest income was $795 for the three months ended March 31, 2016. The amount to be reclassified in the next twelve months is expected to be approximately $3,056.

16. Accounts Receivable Factoring

As a part of its working capital management, the Company sells certain receivables through third party financial institutions with and without recourse. The amount sold varies each month based on the amount of underlying receivables and cash flow needs of the Company. The Company continues to service the receivables.

At March 31, 2016 and December 31, 2015, the Company had $73,084 and $63,473, respectively, outstanding under receivable transfer agreements without recourse entered into by various locations. The total amount of accounts receivable factored were $67,393 and $79,799 for the three months ended March 31, 2016 and 2015, respectively. Costs incurred on the sale of receivables were $487 and $631 for the three months ended March 31, 2016 and 2015, respectively. These amounts are recorded in other (expense) income, net and interest expense, net of interest income in the condensed consolidated statements of net income.

At March 31, 2016 and December 31, 2015, the Company had $6,375 and $3,433, respectively, outstanding under receivable transfer agreements with recourse. The secured borrowings are recorded in debt payable within one year, and receivables are pledged equal to the balance of the borrowings. The total amount of accounts receivable factored was $16,300 and $7,918 for the three months ended March 31, 2016 and 2015, respectively. Costs incurred on the sale of receivables were $12 and $48 for the three months ended March 31, 2016 and 2015, respectively. These amounts are recorded in other (expense) income, net and interest expense, net of interest income in the condensed consolidated statements of net income.

17. Commitments and Contingencies

On March 30, 2016, a putative class action complaint alleging conspiracy to fix the price of body sealing products used in automobiles and other light-duty vehicles was filed in Ontario against numerous automotive suppliers, including Cooper-Standard Holdings Inc., CSA U.S. and Cooper-Standard Automotive Canada Limited (“CS Defendants”) and Nishikawa Cooper LLC, a joint venture in which the Company holds a 40% interest. Plaintiffs purport to be indirect purchasers of body sealing products supplied by the CS Defendants and/or the other defendants during the relevant period. The plaintiffs seek recovery of damages against all defendants in an amount to be determined, punitive damages, as well as pre-judgment and post-judgment interest and related costs and expenses of the litigation. The Company believes the claims asserted against the CS Defendants are without merit and intends to vigorously defend against these claims. Further, the Company does not believe that there is a material loss that is probable and reasonably estimable related to these claims.

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

18. Business Segments

The Company has determined that it operates in four reportable segments, North America, Europe, Asia Pacific, and South America. The Company's principal products within each of these segments are sealing, fuel and brake delivery, fluid transfer, and anti-vibration systems. The Company evaluates segment performance based on segment profit before tax. The results of each segment include certain allocations for general, administrative, interest, and other shared costs.

The following tables detail information on the Company's business segments:

	Three Months Ended March 31, 2016	Three Months Ended March 31, 2015
Sales to external customers		
North America	$ 449,701	$ 417,362
Europe	269,326	266,829
Asia Pacific	127,079	85,681
South America	16,391	30,178
Consolidated	$ 862,497	$ 800,050
Intersegment sales		
North America	$ 3,649	$ 4,050
Europe	3,351	2,973
Asia Pacific	1,319	1,178
South America	2	—
Eliminations	(8,321)	(8,201)
Consolidated	$ —	$ —
Segment profit (loss)		
North America	$ 54,277	$ 43,012
Europe	(2,597)	(4,438)
Asia Pacific	2,505	2,426
South America	(7,819)	(5,131)
Consolidated	$ 46,366	$ 35,869

	March 31, 2016	December 31, 2015
Segment assets		
North America	$ 894,199	$ 864,647
Europe	644,769	631,309
Asia Pacific	515,784	508,704
South America	45,111	39,117
Eliminations and other	260,762	260,515
Consolidated	$ 2,360,625	$ 2,304,292

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 presents information related to the condensed consolidated results of operations of the Company, including the impact of restructuring costs on the Company's results, a discussion of the past results and future outlook of each of the Company's segments, and information concerning both the liquidity and capital resources of the Company. The following discussion and analysis, which should be read in conjunction with our condensed consolidated financial statements and the notes included elsewhere in this report, contains certain forward-looking statements relating to anticipated future financial condition and operating results of the Company and its current business plans. In the future, the financial condition and operating results of the Company could differ materially from those discussed herein and its current business plans could be altered in response to market conditions and other factors beyond the Company's control. Important factors that could cause or contribute to such differences or changes include those discussed elsewhere in this report (see "Forward-Looking Statements" below) and in our 2015 Annual Report (see Item 1A. Risk Factors).

Recent Developments

Secondary Offering

In March 2016, the Selling Stockholders sold 2,278,031 shares, including overallotments, of our common stock at a public offering price of $68.00 per share, in a secondary public offering. Of the 2,278,031 shares sold in the offering, 350,000 shares were purchased by us for $23.8 million. We paid all of the underwriting discounts and commissions payable on the shares sold by the Selling Stockholders, excluding the shares we repurchased, resulting in $5.9 million of fees incurred, we also incurred approximately $0.6 million of other expenses related to legal and audit services for the three months ended March 31, 2016. We did not sell or receive any proceeds from the sales of shares by the Selling Stockholders.

Business Environment and Outlook

Our business is directly affected by the automotive vehicle production rates in North America, Europe, Asia Pacific and the South America regions. New vehicle demand is mostly driven by macro-economic factors, such as interest rates, manufacturer and dealer sales incentives, fuel prices, consumer confidence, employment levels, income growth trends and government and tax incentives.

The global automotive industry remains susceptible to uncertain economic conditions that could adversely impact new vehicle demand. While the U.S. economy remains strong and the European economy shows indications of improvement, global economic sentiment remains cautious given continued geopolitical uncertainty, oil supply and demand issues, and fluctuating foreign exchange rates. Ongoing volatility within the emerging markets, including declining economic conditions in Brazil and the slowing pace of economic growth in China, have impacted light vehicle production volume in recent periods.

Details on light vehicle production in certain regions for the three months ended March 31, 2016 and 2015 are provided in the following table:

	Three Months Ended March 31,		
(In millions of units)	2016(1)	2015(1)	% Change
North America	4.5	4.3	5.2%
Europe	5.6	5.4	2.2%
Asia Pacific(2)	11.7	11.6	1.4%
South America	0.6	0.8	(26.9)%

(1) Production data based on IHS Automotive, April 2016.
(2) Includes China units of 6.3 and 6.1 for 2016 and 2015, respectively.

Competition in the automotive supplier industry is intense and has increased in recent years as OEMs have demonstrated a preference for stronger relationships with fewer suppliers. There are typically three or more significant competitors and numerous smaller competitors for most of the products we produce. Automotive suppliers with a global manufacturing footprint capable of fully servicing customers around the world will continue to shape the success of suppliers going forward.

OEMs have shifted some research and development, design and testing responsibility to suppliers, while at the same time shortening new product cycle times. To remain competitive, suppliers must have state-of-the-art engineering and design capabilities and must be able to continuously improve their engineering, design and manufacturing processes to effectively service the customer. Suppliers are increasingly expected to collaborate on, or assume the product design and development of, key automotive components and to provide innovative solutions to meet evolving technologies aimed at improved emissions and fuel economy.

Consolidations and market share shifts among vehicle manufacturers continue to put additional pressures on the supply chain. Pricing and market pressures will continue to drive our focus on reducing our overall cost structure through continuous improvement initiatives, capital redeployment, restructuring and other cost management processes.

Results of Operations

	Three Months Ended March 31,		
	2016	2015	Change
	(dollar amounts in thousands)		
Sales	$ 862,497	$ 800,050	$ 62,447
Cost of products sold	702,673	669,178	33,495
Gross profit	159,824	130,872	28,952
Selling, administration & engineering expenses	83,395	76,311	7,084
Amortization of intangibles	3,278	3,548	(270)
Restructuring charges	10,832	18,840	(8,008)
Other operating loss	155	—	155
Operating profit	62,164	32,173	29,991
Interest expense, net of interest income	(9,752)	(9,157)	(595)
Equity in earnings of affiliates	1,770	1,776	(6)
Other (expense) income, net	(7,816)	11,077	(18,893)
Income before income taxes	46,366	35,869	10,497
Income tax expense	15,553	14,741	812
Net income	30,813	21,128	9,685
Net income attributable to noncontrolling interests	(214)	(141)	(73)
Net income attributable to Cooper-Standard Holdings Inc.	$ 30,599	$ 20,987	$ 9,612

Three Months Ended March 31, 2016 Compared with Three Months Ended March 31, 2015

Sales. Sales were $862.5 million for the three months ended March 31, 2016 compared to $800.1 million for the three months ended March 31, 2015, an increase of $62.4 million, or 7.8%. Sales were favorably impacted by improved volume and product mix in North America, Europe and Asia Pacific, as well as our Shenya acquisition, partially offset by unfavorable foreign exchange of $27.7 million, divestiture of our hard coat plastic exterior trim business, decreased volumes in South America, and customer price reductions.

Cost of Products Sold. Cost of products sold is primarily comprised of material, labor, manufacturing overhead, depreciation and amortization and other direct operating expenses. Cost of products sold was $702.7 million for the three months ended March 31, 2016 compared to $669.2 million for the three months ended March 31, 2015, an increase of $33.5 million, or 5.0%. Materials comprise the largest component of our cost of products sold and represented approximately 50% of the total cost of products sold for each of the three month periods March 31, 2016 and 2015. Cost of sales was impacted by higher production volumes in North America, Europe and Asia Pacific, as well as our Shenya acquisition. These items were partially offset by decreased volumes in South America, the divestiture of our hard coat plastic exterior trim business and continuous improvement savings.

Gross Profit. Gross profit for the three months ended March 31, 2016 was $159.8 million compared to $130.9 million for the three months ended March 31, 2015, an increase of $29.0 million, or 22.1%. As a percentage of sales, gross profit was 18.5% and 16.4% for the three months ended March 31, 2016 and 2015, respectively. The increase in gross profit was driven primarily by continuous improvement and material cost savings and improved volume and mix in North America, Europe and Asia Pacific. These items were partially offset by unfavorable foreign exchange, customer price reductions and decreased volumes in South America.

Selling, Administration and Engineering. Selling, administration and engineering expense for the three months ended March 31, 2016 was $83.4 million, or 9.7% of sales, compared to $76.3 million, or 9.5% of sales, for the three months ended

March 31, 2015. Selling, administration and engineering expense for the three months ended March 31, 2016 was impacted primarily by higher costs from investments to support growth, as well as expansion in the Asia Pacific region.

Restructuring. Restructuring charges were $10.8 million for the three months ended March 31, 2016, compared to $18.8 million for the three months ended March 31, 2015. The decrease was primarily the result of reduced expenses incurred related to our European restructuring initiative.

Interest Expense, Net. Net interest expense of $9.8 million and $9.2 million for the three months ended March 31, 2016 and 2015, respectively, resulted primarily from interest and debt issuance amortization recorded on the Term Loan Facility.

Other (Expense) Income, Net. Other expense for the three months ended March 31, 2016 was $7.8 million, consisting primarily of secondary offering underwriting fees of $5.9 million, foreign currency losses of $1.7 million, and a loss on sale of receivables of $0.2 million. Other income for the three months ended March 31, 2015 was $11.1 million, consisting of the gain from the remeasurement of previously held equity interest in Shenya of $11.6 million, partially offset by $0.5 million for foreign currency losses and a loss on sale of receivables.

Income Tax Expense. For the three months ended March 31, 2016, income tax expense was $15.6 million on earnings before income taxes of $46.4 million. This compares to income tax expense of $14.7 million on earnings before income taxes of $35.9 million for the same period of 2015. The effective tax rate for the three months ended March 31, 2016 compared to the three months ended March 31, 2015 was lower primarily due to smaller losses in foreign jurisdictions where we cannot record a tax benefit due to valuation allowances. The income tax rate for the three months ended March 31, 2016 varied from statutory rates due primarily to income taxes on foreign earnings taxed at rates lower than the U.S. statutory rate, tax credits, income tax incentives, and other permanent items, offset by the inability to record a tax benefit for pre-tax losses in certain foreign jurisdictions to the extent not offset by other categories of income. Further, the Company’s current and future provision for income taxes may be impacted by the recognition of valuation allowances in certain countries. The Company intends to maintain these allowances until it is more likely than not that the deferred tax assets will be realized.

Segment Results of Operations

The following table presents sales and segment profit (loss) for each of the reportable segments for the three months ended March 31, 2016 and 2015:

	Three Months Ended March 31,		
	2016	2015	Change
	(dollar amounts in thousands)		
Sales to external customers			
North America	$ 449,701	$ 417,362	$ 32,339
Europe	269,326	266,829	2,497
Asia Pacific	127,079	85,681	41,398
South America	16,391	30,178	(13,787)
Consolidated	$ 862,497	$ 800,050	$ 62,447
Segment profit (loss)			
North America	$ 54,277	$ 43,012	$ 11,265
Europe	(2,597)	(4,438)	1,841
Asia Pacific	2,505	2,426	79
South America	(7,819)	(5,131)	(2,688)
Consolidated	$ 46,366	$ 35,869	$ 10,497

Three Months Ended March 31, 2016 Compared with Three Months Ended March 31, 2015

North America. Sales for the three months ended March 31, 2016 increased $32.3 million, or 7.7%, compared to the three months ended March 31, 2015, primarily due to an improvement in volume and product mix, partially offset by unfavorable foreign exchange of $11.1 million, divestiture of our hard coat plastic exterior trim business and customer price reductions. Segment profit for the three months ended March 31, 2016 increased by $11.3 million, primarily due to the favorable impact of continuous improvement and material cost savings, an improvement in volume and mix, partially offset by unfavorable customer price concessions, foreign exchange and inflation.

Europe. Sales for the three months ended March 31, 2016 increased $2.5 million, or 0.9%, compared to the three months ended March 31, 2015, primarily due to an improvement in volume and product mix, partially offset by unfavorable foreign exchange of $5.1 million and customer price reductions. Segment loss for the three months ended March 31, 2016 improved by $1.8 million, primarily due to a decrease in restructuring charges of $9.6 million and increased operating efficiencies, partially offset by the non-recurrence of a $11.6 million gain on remeasurement of a previously held equity interest in Shenya recognized in the first quarter of 2015 as the legal ownership was held by one of our Europe entities, unfavorable customer price reductions, unfavorable foreign exchange and inflation.

Asia Pacific. Sales for the three months ended March 31, 2016 increased $41.4 million, or 48.3%, compared to the three months ended March 31, 2015, primarily due to the Shenya acquisition and improved volume and mix, partially offset by unfavorable foreign exchange of $5.2 million. Segment profit for the three months ended March 31, 2016 increased by $0.1 million primarily due to the Shenya acquisition and an improvement in volume and mix, partially offset by unfavorable foreign exchange.

South America. Sales for the three months ended March 31, 2016 decreased $13.8 million, or 45.7%, compared to the three months ended March 31, 2015, primarily due to a decrease in volumes and unfavorable foreign exchange of $6.3 million. Segment loss for the three months ended March 31, 2016 decreased by $2.7 million primarily due to a decrease in volume.

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 ABL Facility and receivables factoring. We anticipate that these funding sources will be sufficient to meet our needs for the next twelve months. However, 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 Senior ABL Facility, depends on our future operating performance and cash flow 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 and other factors. 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 6. “Debt” to the condensed consolidated financial statements for additional information.

Cash Flows

Operating Activities. Net cash provided by operations was $27.9 million for the three months ended March 31, 2016, which consisted primarily of positive cash provided from increased cash earnings, partially offset by $38.4 million of net cash used that related to changes in operating assets and liabilities. The changes in operating assets and liabilities was primarily a result of increased accounts receivables, partially offset by increased accounts payable. Net cash used in operations was $9.5 million for the three months ended March 31, 2015, which included $50.0 million of cash used that related to changes in operating assets and liabilities.

Investing Activities. Net cash used in investing activities was $58.2 million for the three months ended March 31, 2016, which consisted primarily of $55.1 million of capital spending and a $3.0 million deposit on acquisition of a business. Net cash used in investing activities was $73.5 million for the three months ended March 31, 2015, which consisted primarily of $51.3 million of capital spending and $24.4 million for the Shenya acquisition, offset by proceeds of $2.2 million for the sale of fixed assets and other. We anticipate that we will spend approximately $155 million to $165 million on capital expenditures in 2016.

Financing Activities. Net cash used in financing activities totaled $25.4 million for the three months ended March 31, 2016, which consisted primarily of $23.8 million for the repurchase of common stock in conjunction with the secondary offering, payments on long-term debt of $2.4 million, and taxes withheld and paid on employees' share based awards of $1.7 million, partially offset by the increase in short term debt of $2.3 million. Net cash used in financing activities totaled $6.7 million for the three months ended March 31, 2015, which consisted primarily of an increase in short term debt of $2.4 million, payments on long-term debt of $1.9 million, taxes withheld and paid on employees' share based awards of $1.0 million, and the purchase of noncontrolling interests of $1.3 million.

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, acquisition related costs, and non-cash stock based compensation.

We calculate EBITDA and Adjusted EBITDA by adjusting net income (loss) to eliminate the impact of items we do not consider indicative of our ongoing operating performance. 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 Term Loan Facility and Senior ABL Facility;
- 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 unusual or nonrecurring items.

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

	Three Months Ended March 31,	
	2016	2015
	(dollar amounts in thousands)	
Net income attributable to Cooper-Standard Holdings Inc.	$ 30,599	$ 20,987
Income tax expense	15,553	14,741
Interest expense, net of interest income	9,752	9,157
Depreciation and amortization	30,205	26,599
EBITDA	$ 86,109	$ 71,484
Gain on remeasurement of previously held equity interest (1)	—	(11,622)
Restructuring charges	10,832	18,840
Secondary offering underwriting fees and other expenses (2)	6,500	—
Amortization of inventory write-up (3)	—	1,419
Acquisition costs	—	546
Other	155	96
Adjusted EBITDA	$ 103,596	$ 80,763

(1) Gain on remeasurement of previously held equity interest in Shenya.
(2) Fees and other expenses associated with the March 2016 secondary offering.
(3) Amortization of write-up of inventory to fair value for the Shenya acquisition.

Recent Accounting Pronouncements

See Note 1. “Overview” to the condensed consolidated financial statements included elsewhere in this Form 10-Q.

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. We make forward-looking statements in this Quarterly Report on Form 10-Q and may make such statements in future filings with the SEC. We may also make forward-looking statements in our press releases or other public or stockholder communications. These forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenue or performance, capital expenditures, financing needs, plans or intentions relating to acquisitions, business trends, and other information that is not historical information and, in particular, appear under “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Risk Factors,” and “Business Environment and Outlook.” When used in this report, the words “estimates,” “expects,” “anticipates,” “projects,” “plans,” “intends,” “believes,” “forecasts,” or future or conditional verbs, such as “will,” “should,” “could,” or “may,” and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements, including, without limitation, management’s examination of historical operating trends and data 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 assurance 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.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements in this report. Such risks and uncertainties include, among others: prolonged or material contractions in automotive sales and production volumes; 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; risks associated our non-U.S. operations; foreign currency exchange rate fluctuations; our ability to control the operations of our joint ventures for our sole benefit; our substantial debt; our ability to obtain adequate financing sources in the future; operating and financial restrictions imposed on us under our term loan facility and the ABL facility; the underfunding of our pension plans; significant changes in discount rates and the actual return on pension assets; effectiveness of our 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 acquisition strategy may not be successful; product liability, warranty and recall claims brought against us; environmental, health and safety laws and other laws and regulations; work stoppages or other labor disruptions; the ability of our intellectual property to withstand legal challenges; cyber-attacks or other disruptions in our information technology systems; the possible volatility of our annual effective tax rate; ; the possibility of future impairment charges to our goodwill and long-lived assets; the concentrated ownership of our stock which may allow a few owners to exert significant control over us; and our dependence on our subsidiaries for cash to satisfy our obligations. See Item 1A. Risk Factors, in our 2015 Annual Report for additional information regarding these and other risks and uncertainties. There may be other factors that may cause our actual results to differ materially from the forward-looking statements.

You should not place undue reliance on these forward-looking statements. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

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 2015 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 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, 2016 that have materially affected, or are reasonably likely to affect, the Company’s internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

We are periodically involved in claims, litigation and various legal matters that arise in the ordinary course of business. In addition, we conduct and monitor environmental investigations and remedial actions at certain locations. We accrue 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, 2016, management does not believe that there is a reasonable possibility that any material loss exceeding the amounts already recognized for our litigation claims and matters, if any, has been incurred. However, the ultimate resolutions of these proceedings and matters are inherently unpredictable. As such, our financial condition and results of operations could be adversely affected in any particular period by the unfavorable resolution of one or more of these proceedings or matters.

On March 30, 2016, a putative class action complaint alleging conspiracy to fix the price of body sealing products used in automobiles and other light-duty vehicles was filed in Ontario against numerous automotive suppliers, including the CS Defendants and Nishikawa Cooper LLC, a joint venture in which the Company holds a 40% interest. Plaintiffs purport to be indirect purchasers of body sealing products supplied by the CS Defendants and/or the other defendants during the relevant period. The plaintiffs seek recovery of damages against all defendants in an amount to be determined, punitive damages, as well as pre-judgment and post-judgment interest and related costs and expenses of the litigation. The Company believes the claims asserted against the CS Defendants are without merit and intends to vigorously defend against these claims. Further, the Company does not believe that there is a material loss that is probable and reasonably estimable related to these claims.

Item 1A. Risk Factors

In addition to other information set forth in this report, you should carefully consider the factors discussed in Part I, Item 1A. Risk Factors in our 2015 Annual Report which could materially impact our business, financial condition or future results. Risks disclosed in the 2015 Annual Report are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may materially adversely impact our business, financial condition or operating results.

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

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

On March 14, 2016, the Company announced that its Board of Directors approved a securities repurchase program (the “Program”) authorizing the Company to repurchase, in the aggregate, up to $125 million of its outstanding common stock or warrants to purchase common stock. The authorization replaces the remaining balance of a previous $50 million repurchase program authorized in May 2013 pursuant to which the Company has repurchased approximately 198,990 shares at a total cost (including fees) of $9.8 million. Under the Program, repurchases may be made on the open market or through private transactions, as determined by the Company’s management and in accordance with prevailing market conditions and federal securities laws and regulations. Of the $125 million authorization under the Program, the Company used $23.8 million of cash on hand to purchase 350,000 of the shares being offered by the Selling Stockholders in connection with the secondary offering of the Company’s common stock that was completed in March 2016. 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 Program may be discontinued at any time at the Company’s discretion. Approximately $101.2 million dollar value of shares may yet be purchased under the Program.

The following table presents repurchases of common stock during the period covered by this Report:

2016	Total Number of Shares Purchased	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 - January 31	—	$ —	—	$ 40.2
February 1 - February 29	—	$ —	—	$ 40.2
March 1 - March 31	350,000	$ 68.00	350,000	$ 101.2

Item 6. Exhibits

Exhibit No.	Description of Exhibit
10.44*†	Form of Cooper-Standard Holdings Inc. Indemnification Agreement for officers and directors.
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).
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	XBRL Taxonomy Label Linkbase Document
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

** Submitted electronically with the Report.

† Management contracts and compensation plans or arrangements.

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 4, 2016	/S/ MATTHEW W. HARDT
Date	**Matthew W. Hardt** **Chief Financial Officer** **(Principal Financial Officer)**

INDEX TO EXHIBITS

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Exhibit 10.44

INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT**, dated as of _________, ____ (this "***Agreement***"), is made by and between Cooper-Standard Holdings Inc., a Delaware corporation (the "***Company***"), and ____________ (the "***Indemnitee***").

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, the Company is aware that competent and experienced persons are increasingly reluctant to serve as directors or officers of corporations unless they are protected by comprehensive liability insurance or indemnification, due to increased exposure to litigation and investigatory costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors and executive officers;

WHEREAS, the Third Amended and Restated Certificate of Incorporation of the Company (the "***Charter***") and the Amended and Restated By-Laws of the Company (the "***Bylaws")*** provide, among other things, for the indemnification of its directors and officers to the fullest extent authorized or permitted by applicable law;

WHEREAS, each of the General Corporation Law of the State of Delaware (the "***DGCL***"), the Charter and the Bylaws provides that it is not exclusive of any other right any person may have and thereby contemplates that contracts may be entered into between the Company and the Company's executive officers which provide for broader indemnification rights;

WHEREAS, the Company has determined that the liability insurance coverage available to the Company and its Subsidiaries as of the date hereof should be supplemented in furtherance of its objectives to retain and attract as directors and officers the most capable persons available, and the Company believes, therefore, that the interest of the Company's stockholders would best be served by a combination of such insurance as the Company may obtain, or request a Subsidiary to obtain, and the indemnification by the Company of the directors and officers of the Company and its Subsidiaries; and

WHEREAS, the Company desires and has requested the Indemnitee to serve or continue to serve as a director or officer of the Company and/or its Subsidiaries for so long as the Indemnitee is duly appointed or until the Indemnitee tenders his or/her resignation.

NOW, THEREFORE, in consideration of the Indemnitee's agreement to serve, or continue to serve, as a director or officer of the Company and/or its Subsidiaries, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

Section 1. Definitions. As used in this Agreement:

(a) "***Disinterested Director***" shall mean a director of the Company who is not and was not a party to the Proceeding (as defined below) in respect of which indemnification is sought by the Indemnitee.

(b) "***Enterprise***" shall mean the Company and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its wholly owned Subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which the Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

(c) "***Expenses***" shall mean direct and indirect costs of any type or nature whatsoever (including all attorneys' fees and related disbursements and other out-of-pocket costs) actually and reasonably incurred by the Indemnitee in connection with either the investigation, defense or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Agreement, Section 145 of the DGCL or otherwise; provided, however, that Expenses shall not include any judgments, fines, ERISA excise taxes or penalties or amounts paid in settlement of a Proceeding.

(d) “***Independent Counsel***” shall mean a law firm or a member of a law firm that is experienced in matters of corporation law and neither presently is, nor in the past three years has been, retained to represent: (i) the Company or the Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to a Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s rights under this Agreement.

(e) “***Proceeding***” shall mean any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative nature, in which the Indemnitee was, is or will be involved as a party or otherwise by reason of the fact that the Indemnitee is or was a director or officer of the Company, by reason of any action (or failure to act) taken by the Indemnitee or of any action (or failure to act) on the Indemnitee’s part while acting as a director or officer of the Company, or by reason of the fact that the Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement.

(f) “***Subsidiary***” shall mean any corporation or other entity of which more than 50% of the outstanding voting securities is owned directly or indirectly by the Company, by the Company and one or more other subsidiaries, or by one or more other subsidiaries.

Section 2. **<u>Indemnification Provided to Indemnitee</u>**.

(a) **Indemnity in Third-Party Proceedings**. The Company shall indemnify and hold harmless the Indemnitee in accordance with the provisions of this Section 2(a) if the Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding (other than a Proceeding by or in the right of the Company to procure a judgment in its favor). Pursuant to this Section 2(a), the Indemnitee shall be indemnified against all Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by the Indemnitee or on the Indemnitee’s behalf in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe that the Indemnitee’s conduct was unlawful. Such indemnification shall continue as to the Indemnitee if the Indemnitee ceases to be a director, officer, employee or agent of the Company and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators.

(b) **Indemnity in Proceedings by or in the Right of the Company**. The Company shall indemnify and hold harmless the Indemnitee in accordance with the provisions of this Section 2(b) if the Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with such Proceeding or any claim, issue or matter therein if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 2(b) in respect of any claim, issue or matter as to which the Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that any court in which the Proceeding was brought or the Court of Chancery of the State of Delaware shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification. Such indemnification shall continue as to the Indemnitee if the Indemnitee ceases to be a director, officer, employee or agent of the Company and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators.

(c) **Partial Indemnification**. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with a Proceeding or any claim, issue or matter therein, but is not entitled, however, to indemnification for all of the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for such total amount except as to the portion thereof to which the Indemnitee is not entitled.

(d) **Additional Indemnification**. Notwithstanding any limitation to the contrary in this Section 2, the Company shall indemnify the Indemnitee to the fullest extent permitted by applicable law if the Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such Proceeding. For purposes of Section 2(d), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to: (i) to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and (ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 3. <u>**Advancement of Expenses**</u>. To the fullest extent not prohibited by applicable law, the Company shall advance the Expenses reasonably incurred by the Indemnitee in connection with any Proceeding within twenty (20) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advances from time to time. Advances shall be unsecured and interest free and shall be made without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing a Proceeding to enforce this right of advancement. The Indemnitee hereby undertakes to repay such amounts advanced only if, and to the extent that, it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the Indemnitee is not entitled to be indemnified by the Company as authorized hereby.

Section 4. <u>**Notification and Other Indemnification Procedures**</u>.

(a) **Notifications**. Promptly after receipt by the Indemnitee of notice of the commencement or the threat of commencement of any Proceeding with respect to which the Indemnitee believes that the Indemnitee may be entitled to indemnification or the advancement of Expenses under this Agreement, the Indemnitee shall notify the Company in writing of the commencement or the threat of commencement thereof; <u>provided</u> that the failure of the Indemnitee to give the Company notice shall not relieve the Company of its obligations hereunder unless and to the extent that (i) the Company is actually and materially prejudiced by the failure to give, or any delay in giving, such notice and (ii) none of the Company and its Subsidiaries are party to, or had actual knowledge of, such Proceeding. If at the time of the receipt of such notice from the Indemnitee the Company has directors' and officers' liability insurance ("***D&O Insurance***") in effect under which coverage for such indemnifiable action is potentially available, the Company shall give prompt written notice of such indemnifiable action to the applicable insurers in accordance with the procedures set forth in the applicable policies. At the request of the Indemnitee, the Company shall provide to the Indemnitee a copy of such notice delivered to the applicable insurers and copies of all subsequent material correspondence between the Company and such insurers regarding such indemnifiable action, in each case promptly following the delivery or receipt thereof by the Company.

(b) **Defense of Proceeding**. Within thirty (30) calendar days after the receipt by the Company of a notice from the Indemnitee pursuant to Section 4(a) hereof of the commencement of a Proceeding, the Company may elect by written notice to the Indemnitee to assume the defense of such Proceeding, with counsel selected by the Company and reasonably satisfactory to the Indemnitee. After the approval of any such counsel by the Indemnitee, the Company will not be liable to the Indemnitee for any fees or disbursements of any other counsel incurred by the Indemnitee in connection with such Proceeding; <u>provided</u>, <u>however</u>, that (i) the Indemnitee shall have the continued right to employ other counsel at the expense of the Indemnitee and (ii) the Company shall pay the fees and disbursements of such other counsel selected by the Indemnitee in the event that the Indemnitee at any time during the course of such Proceeding reasonably concludes that there may be a conflict of interest in the defense of such Proceeding between the Indemnitee and any other party represented by the counsel selected by the Company. If the Company shall not have elected to assume the defense of such Proceeding, the Company shall be deemed to have waived any right it might otherwise have to assume such defense.

(c) **Settlement of Proceeding**. The Company shall not settle any such Proceeding without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed, unless such settlement provides for no adverse consequence or obligation against the Indemnitee other than monetary damages to be indemnified hereunder and includes as an unconditional term thereof the giving by the claimant or plaintiff of a release of the Indemnitee from all liability with respect to such Proceeding.

Section 5. **<u>Determination of Right to Indemnification and Presumptions and Effects of Certain Proceedings</u>**.

(a) **Indemnitee Successful in Proceeding**. To the extent the Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in the defense of any claim, issue or matter described therein, the Company shall indemnify the Indemnitee against Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

(b) **Determination Regarding Right of Indemnification**.

(i) In the event that Section 5(a) is inapplicable, the Company shall also indemnify the Indemnitee unless, and only to the extent that, the Company shall make a determination that the Indemnitee has not met the applicable standard of conduct required to entitle the Indemnitee to such indemnification. Such determination, if required, with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods: (i) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board or (ii) if so determined by a majority vote of the Disinterested Directors, even though less than a quorum, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee. The Company promptly will advise the Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. If it is so determined that the Indemnitee is entitled to indemnification, payment to the Indemnitee shall be made within ten (20) days after such determination. The Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to the Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnitee and reasonably necessary to such determination. Any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(ii) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 5(b)(i) hereof, the Independent Counsel shall be selected as provided in this Section 5(b)(ii). The Independent Counsel shall be selected by the Indemnitee (unless Indemnitee shall request that such selection be made by the Board), and the Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 1 of this Agreement. If the Independent Counsel is selected by the Board, the Company shall give written notice to the Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 1 of this Agreement. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after receipt of such written notice of selection, deliver to the Company or to the Indemnitee, as the case may be, a written objection to such selection; <u>provided</u>, <u>however</u>, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit.

(iii) The Company agrees to pay the reasonable fees and expenses of Independent Counsel and to fully indemnify and hold harmless such Independent Counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(c) **Presumptions and Effects of Certain Proceedings**.

(i) In any action brought by the Indemnitee to enforce a right to indemnification or to an advancement of Expenses under this Agreement, or by the Company to recover an advancement of Expenses, or by either the Indemnitee or the Company in otherwise making a determination with respect to entitlement to indemnification hereunder, (x) the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of Expenses, under this Agreement shall be on the Company and (y) the person, persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct.

(ii) The termination of any Proceeding, or of any claim, issue or matter therein, by settlement shall not of itself adversely affect the right of the Indemnitee to indemnification or create a presumption that the Indemnitee did not act in accordance with any applicable standard of conduct. The knowledge and/or actions or failure to act of any director, officer, agent or employee of the Company shall not be imputed to the Indemnitee for purposes of determining the right to indemnification under this Agreement.

(iii) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if the Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise.

(iv) The provisions of this Section 5(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(d) Other.

(i) Notwithstanding a determination that the Indemnitee is not entitled to indemnification with respect to a specific Proceeding, the Indemnitee shall have the right to apply to the Court of Chancery of Delaware, the court in which that Proceeding is or was pending or any other court of competent jurisdiction, for the purpose of enforcing the Indemnitee's right to indemnification pursuant to this Agreement.

(ii) The Company shall indemnify the Indemnitee against (x) all Expenses incurred by the Indemnitee in connection with any hearing or Proceeding under this Section 5 involving the Indemnitee and (y) all Expenses incurred by the Indemnitee in connection with any other Proceeding between the Company and the Indemnitee involving the interpretation or enforcement of the rights of the Indemnitee under this Agreement, unless, in either case, a court of competent jurisdiction finds that each of the material claims and/or defenses of the Indemnitee in any such Proceeding was frivolous or not made in good faith.

Section 6. **<u>Independent Contractual Right; Non-Exclusivity</u>**.

(a) The right to indemnification and advancement of expenses conferred in this Agreement shall not be exclusive of, or limiting on, and shall be in addition to, any other right which the Indemnitee may have or hereafter acquire under any applicable law or any provision of the organizational documents of the Company, agreement, vote of stockholders or disinterested directors or otherwise.

(b) The right to indemnification and the advancement of expenses conferred in this Agreement is an independent contractual right and shall not be altered, changed or abrogated in any manner adverse to the Indemnitee by virtue of amendments to the organizational documents of the Company.

Section 7. **<u>Insurance and Subrogation</u>**.

(a) The Company hereby covenants and agrees that, so long as the Indemnitee shall continue to serve as an agent of the Company and thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was an agent of the Company, the Company, subject to Section 7(b), shall use reasonable efforts to obtain and maintain in full force and effect D&O Insurance in reasonable amounts from established and reputable insurers.

(b) Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Company determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, the coverage is reduced by exclusions so as to provide an insufficient benefit, or the Indemnitee is covered by similar insurance maintained by a Subsidiary.

(c) In the event the Company makes any payment to the Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee with respect to any insurance policy, and the Indemnitee shall execute such documents and do such acts as the Company may reasonably request to secure such rights and to enable the Company to bring suit to enforce such rights.

Section 8. **Limitation on Indemnification**. Notwithstanding any other provision herein to the contrary, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) **Prior Payment**. To make any payment of amounts otherwise indemnifiable hereunder if and to the extent that the Indemnitee has otherwise actually received such payment under this Agreement or any insurance policy, contract, agreement or otherwise.

(b) **Claims Initiated by Indemnitee**. To indemnify or advance expenses to the Indemnitee with respect to Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense (except with respect to Proceedings brought to establish or enforce a right to indemnification or expense advancement under this Agreement or any other statute or law or otherwise as required under Section 145 of the DGCL), but such indemnification or advancement of Expenses may be provided by the Company in specific cases if the Board of Directors finds it to be appropriate;

(c) **Lack of Good Faith**. To indemnify the Indemnitee for any Expenses incurred by the Indemnitee with respect to any Proceeding instituted by the Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee in such Proceeding was not made in good faith or was frivolous; or

(d) **Unauthorized Settlements**. To indemnify the Indemnitee under this Agreement for any amounts paid in settlement of a Proceeding unless the Company consents to such settlement;

(e) **Claims by the Company for Willful Misconduct**. To indemnify or advance Expenses to the Indemnitee under this Agreement for any expenses incurred by the Indemnitee with respect to any Proceeding brought by the Company against the Indemnitee for willful misconduct, unless a court of competent jurisdiction determines that each of such claims was not made in good faith or was frivolous;

(f) **Section 16(b).** To indemnify the Indemnitee for expenses and the payment of profits arising from the purchase and sale by the Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute;

(g) **Forfeiture of Certain Bonuses and Profits**. To indemnify the Indemnitee for the payment of amounts required to be reimbursed to the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, as amended, or any similar successor statute or pursuant to the Company's Compensation Recovery Policy effective July 31, 2014, as amended from time to time; or

(h) **Unlawful Indemnification**. To indemnify the Indemnitee if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

Section 9. **Interpretation**. The parties hereto intend for this Agreement to be interpreted and enforced so as to provide indemnification and advancement of Expenses to the Indemnitee to the fullest extent now or hereafter permitted by applicable law and, in the event that the validity, legality or enforceability of any provision of this Agreement is in question, such provision shall be interpreted in a manner such that the provision will be valid, legal and enforceable.

Section 10. **Amendment**. No supplement, modification or amendment of this Agreement shall be binding unless expressed in a written document that refers to this Agreement executed in writing by both of the parties hereto and no waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.

Section 11. **Severability**. If any provision of this Agreement is held by a court having jurisdiction pursuant to Section 12 hereof to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including all portions of any Sections of this Agreement containing any such provision held to be invalid, illegal, or unenforceable that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Agreement (including all portions of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to Section 9 hereof.

Section 12. **Governing Law; Jurisdiction**.

(a) This Agreement shall be governed exclusively by and construed according to the laws of the State of Delaware, as applied to contracts between residents of Delaware entered into and to be performed entirely within Delaware.

(b) The Company and the Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware (the "***Court***") for all purposes in connection with any dispute or Proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the Court (subject to the right of appeal to the appropriate appellate court); provided, however, that if the Court determines that it lacks subject matter jurisdiction despite this Section 12 and applicable law, then any dispute or Proceeding instituted under this Agreement shall be transferred to any court of the United States located in the State of Delaware.

Section 13. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party, or by email transmission with acknowledgement of receipt by the party, to whom said notice or other communications shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, or by overnight courier or similar service providing receipt against delivery, and shall be deemed received on the earlier of actual receipt or the third business day after the date on which it is so mailed. Addresses for notice to either party are as set forth on the signature page to this Agreement or as subsequently modified by written notice.

Section 14. **Employment Rights**. This Agreement shall not constitute an employment agreement, supersede any employment agreement to which the Indemnitee is a party or create any right of the Indemnitee to continued employment or appointment.

Section 15. **Headings**. This section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 16. **Successors and Assigns; Survival of Rights**.

(a) This Agreement shall be binding upon the successors and assigns of the Company; provided that no assignment shall relieve the Company of its obligations under this Agreement. This Agreement shall inure to the benefit of and be enforceable by the Indemnitee and the Indemnitee's heirs, executors, administrators, conservators and guardians.

(b) All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is an director, officer or other agent of the Company and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding, by reason of the fact that Indemnitee was serving in the capacity referred to herein.

(c) The Company shall require any successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

[*Remainder of Page Left Blank Intentionally-Signatures Follow*]

IN WITNESS WHEREOF, the Company and the Indemnitee have executed this Indemnification Agreement in duplicate as of the day and year first above written.

COMPANY:

COOPER-STANDARD HOLDINGS INC.

By

Name: Aleksandra A. Miziolek

Title: Senior Vice President, General Counsel & Secretary

Address: 39550 Orchard Hill Place
Novi, Michigan 48375

INDEMNITEE:

____

Name:

Address: __________

____

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 4, 2016

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, Matthew W. Hardt, 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 4, 2016

By: /S/ MATTHEW W. HARDT

Matthew W. Hardt
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350 AS
(SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)

In connection with the Quarterly Report of Cooper-Standard Holdings Inc. (the “Company”) on Form 10-Q for the period ended March 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Jeffrey S. Edwards, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my 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 4, 2016	By:	/S/ JEFFREY S. EDWARDS
		Jeffrey S. Edwards
		Chief Executive Officer
		(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350
(SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)

In connection with the Quarterly Report of Cooper-Standard Holdings Inc. (the “Company”) on Form 10-Q for the period ended March 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Matthew W. Hardt, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my 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 4, 2016	By:	/S/ MATTHEW W. HARDT
		Matthew W. Hardt
		Chief Financial Officer
		(Principal Financial Officer)