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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into by and between Defendants Eagle Eyes Industrial Co. Ltd. and E-Lite Automotive, Inc. (collectively referred to as “Eagle Eyes”) on the one hand, and the “Settling Plaintiffs” (as defined in paragraph 2 below) on the other hand.

WHEREAS, the Settling Plaintiffs allege that Eagle Eyes participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Aftermarket Automotive Lighting Products (as defined in paragraph 1 below) at artificially high levels and to restrict output of Aftermarket Automotive Lighting Products in violation of Section 1 of the Sherman Act, 15 U.S.C. section 1; and

WHEREAS, the Settling Plaintiffs have conducted an investigation into the facts and the law regarding the claims in the action entitled IN RE AFTERMARKET AUTOMOTIVE LIGHTING PRODUCTS ANTITRUST LITIGATION, 09-ML-2007 GW PJWx (C.D. Cal.) (the “Action”) and believe that their claims are valid, but nevertheless recognize that there are material litigation risks associated with pursuing those claims and, therefore, have concluded that resolving their claims against Eagle Eyes according to the terms set forth below is in the best interest of the Settling Plaintiffs; and

WHEREAS, Eagle Eyes, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Eagle Eyes, based on the allegations of the Action, as more particularly set out below;

WHEREAS, Eagle Eyes and the Settling Plaintiffs have negotiated all of the terms and conditions of this Agreement at arm’s length and all terms, conditions,

1 and exhibits in their exact form are material and necessary to this Agreement and  
2 have been relied upon by the parties in entering into this Agreement.

3 NOW, THEREFORE, in consideration of the covenants, agreements, and  
4 releases set forth herein and for other good and valuable consideration, it is agreed  
5 by and among the undersigned that the Action be settled, compromised, and  
6 dismissed on the merits with prejudice as to Eagle Eyes on the following terms and  
7 conditions, and incorporating the preceding clauses:

8 **A. Definitions.**

9 1. For purposes of this Agreement, “Aftermarket Automotive Lighting  
10 Products” is defined as any and all direct purchases of aftermarket automotive  
11 lighting products, including such products as headlamps and bulbs, parking, tail  
12 and interior lights, spot lights, fog lights and auxiliary lights, but excluding the  
13 products identified in Appendix A of the Amended Consolidated Class Action  
14 Complaint (referred to herein as “ACC”).

15 2. For purposes of this Agreement, “Settling Plaintiffs” is defined as  
16 Motoring Parts International, Inc., Sioux Plating Co., and all natural persons and  
17 entities that purchased Aftermarket Automotive Lighting Products from any of the  
18 Defendants, in the United States and its territories and possessions between July  
19 29, 2001 and February 10, 2009 (the “Class”). Excluded from this definition are  
20 all parties named as Defendants in the Action, and their parents, subsidiaries, and  
21 affiliates; all governmental entities; any judicial officer presiding over the Action  
22 and the members of his/her immediate family and judicial staff; and all natural  
23 persons or entities that purchased only products identified in Appendix A of the  
24 ACC.

25 3. For purposes of this Agreement, the terms “Defendant” or  
26 “Defendants” shall mean, respectively, each and all named defendants in the ACC.  
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1           4.       “Releasees” shall refer only to Eagle Eyes, and to all of its respective  
2 past and present, direct and indirect, parents, subsidiaries, related entities and  
3 affiliates; the predecessors, successors and assigns of Eagle Eyes; and each and all  
4 of the present and former principals, partners, officers, directors, investors,  
5 supervisors, employees, representatives, insurers, attorneys, heirs, executors,  
6 administrators, and assigns of each of the foregoing.

7           5.       “Releasers” shall refer to the Settling Plaintiffs and to their past and  
8 present officers, directors, employees, agents, stockholders, attorneys, servants,  
9 representatives, corporate parents, subsidiaries, divisions, related entities, affiliates,  
10 corporate partners, insurers and all other persons, partnerships or corporations with  
11 whom any of the former have been, or are now, affiliated, and the predecessors,  
12 successors, heirs, executives, administrators, and assigns of any of the foregoing.

13           6.       The “Settlement Fund” shall refer to the payment to be made by Eagle  
14 Eyes pursuant to this Agreement, plus all accrued interest thereon.

15           7.       “Co-Lead Counsel” shall refer to the following counsel for Settling  
16 Plaintiffs:

17                   Jason S. Hartley  
18                   Stueve Siegel Hanson LLP  
19                   550 West C Street, Suite 610  
20                   San Diego, CA 92101

21                   Bonny E. Sweeney  
22                   Robbins Geller Rudman & Dowd LLP  
23                   655 West Broadway, Suite 1900  
24                   San Diego, CA 92101

25                   Michael P. Lehmann  
26                   Hausfeld LLP  
27                   44 Montgomery Street, Suite 3400  
28                   San Francisco, CA 94104

                  Jay L. Himes  
                  Labaton Sucharow LLP  
                  140 Broadway  
                  New York, NY 10005

1 **B. Approval of this Agreement and Dismissal of Claims Against Eagle**  
2 **Eyes.**

3 8. The Settling Plaintiffs and Eagle Eyes (together, the “Settling  
4 Parties”), and the Settling Parties’ counsel, respectively, shall use their best efforts  
5 to effectuate this Agreement and its purpose, and secure the prompt, complete, and  
6 final dismissal with prejudice of the Action as to Releasees, but not as to any party,  
7 person, or entity that is not a Releasee.

8 9. On or after June 29, 2013, Settling Plaintiffs shall submit to the Court  
9 a motion for preliminary approval of the settlement and a motion by Settling  
10 Plaintiffs’ counsel for attorneys’ fees and costs to be paid from the Settlement  
11 Fund in the manner described in Paragraph 27 below. The motion for preliminary  
12 approval shall include a proposed plan for the sending of notice to Settling  
13 Plaintiffs within fifteen (15) days after an order of preliminary approval is entered,  
14 and establishing a period of forty-five (45) days from the giving of such notice  
15 within which any member of the Class may: (a) object to the Agreement, or (b)  
16 object to Settling Plaintiffs’ counsel’s request for fees and costs. The motions for  
17 preliminary approval and for attorneys’ fees and costs shall also request that any  
18 hearing on final approval of the settlement and any determination on the request  
19 for fees and costs be set for no earlier than fifty-five (55) days from the final date  
20 for serving objections and that any reply briefs on such motions be filed 14 days  
21 prior to that hearing. In compliance with the notification provision of the Class  
22 Action Fairness Act (28 U.S.C. § 1715), within ten (10) days after the motion for  
23 preliminary approval is filed, Eagle Eyes shall cause notice of this proposed  
24 settlement to be provided to the Attorney General of the United States, and the  
25 attorneys general of each state or territory in which a Class Member resides.

26 10. The Settling Parties agree that, subject to Court approval, notice of  
27 this settlement shall be directed to Settling Plaintiffs as defined above. Eagle Eyes  
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1 is not responsible for paying any notice or claims administration costs except as  
2 those costs are paid from the Settlement Fund; and to the extent that notice, claims  
3 administration, or settlement administration costs are paid from the Settlement  
4 Fund, pursuant to a notice and claims administration plan approved by the Court,  
5 under no circumstances will such expenditures be refunded to Eagle Eyes. To the  
6 extent practicable, notice to the Settlement Class shall be made by U.S. Mail. The  
7 motion for approval of the form(s) of notice and method(s) of disseminating notice  
8 shall recite and ask the Court to find that any notice of settlement, whether by U.S.  
9 Mail, publication or otherwise, constitutes valid, due and sufficient notice,  
10 constitutes the best notice practicable under the circumstances, and complies fully  
11 with the requirements of Federal Rule of Civil Procedure 23 and any other  
12 applicable law.

13 11. The Settling Parties shall jointly seek entry of an order and final  
14 judgment, the text of which the Settling Parties shall agree upon. The terms of that  
15 order and final judgment will include, at a minimum, the substance of the  
16 following provisions:

17 a approving finally this settlement and its terms as being a fair,  
18 reasonable and adequate settlement as to the Settling Plaintiffs within the meaning  
19 of Rule 23 of the Federal Rules of Civil Procedure or other applicable law and  
20 directing its consummation according to its terms;

21 b as to Eagle Eyes, that the Action be dismissed with prejudice  
22 and, except as provided for in this Agreement, without recovery of attorneys' fees  
23 and/or costs from Eagle Eyes;

24 c reserving exclusive jurisdiction over this settlement and this  
25 Agreement, including the administration and consummation of this settlement, to  
26 the United States District Court for the Central District of California;

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1           d       determining under Federal Rule of Civil Procedure 54(b) that  
2 there is no just reason for delay and directing that the judgment of dismissal as to  
3 Eagle Eyes be finally entered; and

4           e       approving the payment of attorneys' fees, costs and service  
5 awards as awarded by the Court out of the Settlement Fund.

6       12.   Subject to the provisions of paragraph 27 below, this Agreement shall  
7 become final when the Court has entered an order and final judgment approving  
8 this Agreement under Federal Rule of Civil Procedure 23(e) and/or applicable state  
9 laws and a final judgment dismissing the Action with prejudice as to Eagle Eyes  
10 against the Settling Plaintiffs and one of the following occurs: (a) if an appeal is  
11 taken, (i) the date of final affirmance on appeal of the order and final judgment, the  
12 expiration of the time for a petition for or a denial of a writ of certiorari to review  
13 the order and final judgment and, if certiorari is granted, the date of final  
14 affirmance of the order and final judgment following review pursuant to that grant;  
15 or (ii) the date of final dismissal of any appeal from the order and final judgment or  
16 the final dismissal of any proceedings on certiorari to review the order and final  
17 judgment; or (b) if no appeal is filed, the expiration date of the time for the filing  
18 or noticing of any appeal from the order and final judgment. This Agreement shall  
19 be deemed executed as of the last date of signature by Eagle Eyes and Co-Lead  
20 Counsel, and Co-Lead Counsel shall give notice to Eagle Eyes within three (3)  
21 business days after this Agreement is deemed executed. Neither the provisions of  
22 Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C.  
23 §1651, shall be taken into account in determining the above-stated times. As of the  
24 date of execution of this Agreement, the Settling Parties shall be bound by the  
25 terms of this Agreement and this Agreement shall not be rescinded or terminated  
26 except in accordance with paragraphs 28 of this Agreement.

27       13.   Neither this Agreement (whether or not it should become final) nor  
28 the final judgment, nor any and all negotiations, documents, and discussions

1 associated with such negotiation, shall be deemed or construed to be an admission  
2 by, or form the basis of an estoppel by a third party against any Releasees, or  
3 evidence of any violation of any statute or law or of any liability or wrongdoing  
4 whatsoever by any Releasee, or of the truth of any of the claims or allegations  
5 contained in any complaint or any other pleading filed by the Settling Plaintiffs,  
6 and evidence thereof shall not be discoverable, or used directly or indirectly, in any  
7 way, whether in the Action or in any other action or proceeding. Neither this  
8 Agreement, nor any of its terms and provisions, nor any of the negotiations or  
9 proceedings connected with it, nor any action taken to carry out this Agreement by  
10 any of the Settling Plaintiffs or Eagle Eyes shall be referred to, offered into  
11 evidence, or received in evidence in any pending or future civil, criminal or  
12 administrative action or proceeding, except in a proceeding to enforce this  
13 Agreement, or to defend against the assertion of Released Claims, or as otherwise  
14 required by law.

15 **C. Release, Discharge, and Covenant Not to Sue.**

16 14. In addition to the effect of any final judgment entered in accordance  
17 with this Agreement, upon this Agreement becoming final as set out in paragraph  
18 12 of this Agreement, and in consideration of payment of the Settlement Fund as  
19 specified in paragraphs 19, 23, and 26 of this Agreement, and for other valuable  
20 consideration, Releasees shall be completely released, acquitted, and forever  
21 discharged from any and all claims, demands, actions, suits, causes of action,  
22 whether class, individual, or otherwise in nature (whether or not any Settling  
23 Plaintiff has objected to the settlement or makes a claim upon or participates in the  
24 Settlement Fund), whether directly, representatively, derivatively or in any other  
25 capacity that Releasers, or each of them, ever had, now has, or hereafter can, shall,  
26 or may have on account of, related to, or in any way arising out of, any and all  
27 known and unknown, foreseen and unforeseen, suspected or unsuspected injuries,  
28 damages, and the consequences thereof in any way arising out of or relating in any

1 way to any act or omission of Releasees (or any of them) concerning the pricing,  
2 production, development, or sale of Aftermarket Automotive Lighting Products  
3 during the period from July 29, 2001 to February 10, 2009, including claims based  
4 on the conduct alleged and causes of action asserted or that could have been  
5 asserted, in complaints filed in the Action by the Settling Plaintiffs, including,  
6 without limitation, any claims arising under any federal or state antitrust, unjust  
7 enrichment, unfair competition, trade practice statutory or common law, and  
8 consumer protection law (to the extent that a consumer protection claim would be  
9 based on allegations of an antitrust or unfair competition violation) (the “Released  
10 Claims”). Releasors shall not, after the date of this Agreement, seek to establish  
11 liability against any Releasee based, in whole or in part, upon any of the Released  
12 Claims. The Settling Parties contemplate and agree that this Agreement may be  
13 pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any  
14 action from being initiated or maintained in any case sought to be prosecuted on  
15 behalf of Aftermarket Automotive Lighting Products purchasers with respect to the  
16 claims released in this paragraph.

17       15. In addition to the effect of any final judgment entered in accordance  
18 with this Agreement, upon this Agreement becoming final as set out in paragraph  
19 12 of this Agreement, and in consideration of payment of the Settlement Fund as  
20 specified in paragraphs 19, 23, and 26 of this Agreement, and for other valuable  
21 consideration, Releasors shall be completely released, acquitted, and forever  
22 discharged from any and all claims, demands, actions, suits, causes of action,  
23 whether class, individual, or otherwise in nature, whether directly, representatively,  
24 derivatively or in any other capacity that Releasees, or each of them, ever had, now  
25 has, or hereafter can, shall, or may have on account of, related to, or in any way  
26 arising out of, any and all known and unknown, foreseen and unforeseen,  
27 suspected or unsuspected injuries, damages, and the consequences thereof in any  
28 way arising out of or relating in any way to any act or omission of Releasors (or



1 any of them) concerning the institution, prosecution, assertion, settlement or  
2 resolution of the Action or the Released Claims (the “Releasee-Released Claims”).  
3 Releasees shall not, after the date of this Agreement, seek to establish liability  
4 against any Releasor based, in whole or in part, upon any of the Releasee-Released  
5 Claims, or conduct at issue in the Releasee-Released Claims. The Releasors  
6 contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit,  
7 and an injunction may be obtained, preventing any action from being initiated or  
8 maintained in any case sought to be prosecuted on behalf of Aftermarket  
9 Automotive Lighting Products purchasers with respect to the claims released in  
10 this paragraph.

11 16. In addition to the provisions of paragraphs 14 and 15 of this  
12 Agreement, Releasors hereby expressly waive and release, upon this Agreement  
13 becoming final, any and all provisions, rights, and benefits conferred by § 1542 of  
14 the California Civil Code, which states:

15 **CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.**  
16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
17 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
18 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
19 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR**  
20 **HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
21 **SETTLEMENT WITH THE DEBTOR;** or by any law of any state or  
22 territory of the United States, or principle of common law, which is  
23 similar, comparable, or equivalent to § 1542 of the California Civil  
24 Code. Each Releasor and Releasee may hereafter discover facts other  
25 than or different from those which he, she, or it knows or believes to be  
26 true with respect to the claims which are the subject matter of the  
27 provisions of paragraphs 14 and 15 of this Agreement, but each  
28 Releasor and Releasee hereby expressly waives and fully, finally, and

1 forever settles and releases, upon this Agreement becoming final, any  
2 known or unknown, suspected or unsuspected, contingent or non-  
3 contingent claim with respect to the subject matter of the provisions of  
4 paragraphs 14 or 15 of this Agreement, whether or not concealed or  
5 hidden, without regard to the subsequent discovery or existence of such  
6 different or additional facts.

7 17. The release, discharge, and covenant not to sue set forth in paragraphs  
8 14 and 15 of this Agreement do not include respective claims by any of the  
9 Releasers or any of the Releasees other than the claims set forth therein and do not  
10 include other claims, such as those solely arising out of product liability, contract  
11 or warranty claims in the ordinary course of business.

12 18. Eagle Eyes agrees to provide reasonable, good faith cooperation to the  
13 Settling Plaintiffs by taking steps including: (a) making the appropriate current  
14 employees available, and using its best efforts to make appropriate former  
15 employees available, for interviews, deposition and trial according to a reasonable  
16 schedule, provided, however, that Eagle Eyes shall have no obligation to require  
17 cooperation from employees/former employees of Eagle Eyes and/or E-Lite who  
18 are currently targets in the Government's criminal antitrust investigation or against  
19 whom criminal antitrust charges are currently pending; (b) upon request, providing  
20 the last-known contact information for any potentially relevant former employees,  
21 (c) providing the last-known contact information for any of the Settling Plaintiffs;  
22 (d) using their best efforts to produce at trial in person, by deposition, or by  
23 affidavit, whichever is legally necessary, representatives who can testify as to all  
24 matters relevant to claims asserted by the Settling Plaintiffs in this Action and who  
25 can lay the foundation for admission into evidence of documents prepared or  
26 received by Eagle Eyes, or as to which Eagle Eyes is otherwise competent to  
27 testify; and (e) providing to counsel for Settling Plaintiffs true and full information  
28 regarding the participation of Eagle Eyes and other Defendants in the acts charged

1 in the Action. If for any reason the Agreement is not finally approved and Settling  
2 Plaintiffs pursue a case against Eagle Eyes, Settling Plaintiffs may not use any  
3 evidence or information obtained solely from the cooperation provided by Eagle  
4 Eyes as part of that agreement (as opposed to any other source) in its prosecution  
5 of Eagle Eyes. The provision of information by Eagle Eyes pursuant to this  
6 Agreement shall not be argued by Settling Plaintiffs or deemed a waiver of any of  
7 Eagle Eyes' rights including, without limitation, the attorney-client privilege,  
8 attorney work product protection, joint defense or any similar protection, privilege,  
9 or immunity, all of which are expressly reserved by Eagle Eyes.

10 **D. Settlement Amount**

11 19. Subject to the provisions hereof, and in full, complete and final  
12 settlement of the Action as provided herein, Eagle Eyes will pay \$3,000,000 USD.  
13 The \$3,000,000 USD will be deposited into the Escrow Account as follows:

14 a \$1 million USD, paid on or before ten (10) calendar days after  
15 the Court files an order granting preliminary approval of this Agreement (the  
16 "Trigger Date")

17 b \$1 million USD, paid on or before the first anniversary of the  
18 Trigger Date ("First Anniversary Payment"); and

19 c \$1 million USD, paid on or before the second anniversary of  
20 the Trigger Date ("Second Anniversary Payment").

21 20. Security for Settlement Amount.

22 Eagle Eyes shall provide to Settling Plaintiffs a letter of credit or similarly  
23 acceptable instrument guaranteeing payment of the First and Second Anniversary  
24 Payments from a reputable domestic or international financial institution having a  
25 U.S. presence, subject to the approval of counsel for Settling Plaintiffs, or as the  
26 Court may direct.

27 21. Escrow Account

1 (a) The Escrow Account referenced in paragraph 19 will be  
2 established at Citibank, N.A., with such bank serving as escrow agent (“Escrow  
3 Agent”) subject to escrow instructions as agreed by the Settling Parties. Such  
4 Escrow Account and any subsequently established escrow accounts are to be  
5 administered under the Court’s continuing supervision and control.

6 (b) The Escrow Agent shall cause the funds deposited in the  
7 Escrow Account to be invested in instruments backed by the full faith and credit of  
8 the United States Government or fully insured by the United States Government or  
9 an agency thereof, or money market funds invested substantially in such  
10 instruments, and shall reinvest any income from these instruments and the  
11 proceeds of these instruments as they mature in similar instruments at their then  
12 current market rates.

13 (c) All funds held in the Escrow Account shall be deemed and  
14 considered to be *in custodia legis* of the Court, and shall remain subject to the  
15 jurisdiction of the Court, until such time as such funds shall be distributed pursuant  
16 to this Agreement and/or further order(s) of the Court and only the settlement made  
17 by this Agreement becoming final and not subject to further appeal, excepting only  
18 as to direct disbursements as may be authorized by the Court to the extent provided  
19 in paragraph 21(h).

20 (d) The Settling Parties agree to treat the Settlement Fund as being  
21 at all times one or more “qualified settlement funds” within the meaning of Treas.  
22 Reg. § 1.468B-1 and to refrain from taking any action inconsistent with such  
23 treatment.

24 (e) For the purpose of § 468B of the Internal Revenue Code of  
25 1986, as amended, and the regulations promulgated thereunder, the “administrator”  
26 shall be the Escrow Agent for the Escrow Account and shall promptly take all  
27 steps necessary so that the Settlement Fund qualifies as one or more “qualified  
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1 settlement funds” within the meaning of Treas. Reg. § 1.468B-1. These steps  
2 include, without limitation, the following:

3 (i) the Escrow Agent shall timely and properly prepare a  
4 statement fulfilling the requirements of Treas. Reg. § 1.468B-3(e) on behalf of  
5 Eagle Eyes; and

6 (ii) the Escrow Agent shall timely and properly file all  
7 informational and other tax returns necessary or advisable with respect to the  
8 Settlement Fund (including without limitation the returns described in Treas. Reg.  
9 § 1.468B-2(k)(1)). Such returns (as well as the election described below) shall be  
10 consistent with the provisions of paragraph 21(d).

11 (f) All (i) taxes (including any estimated taxes, interest or  
12 penalties) arising with respect to the income earned by the Settlement Fund  
13 (“Taxes”), (ii) taxes, interest, penalties, or other tax detriments that may be  
14 imposed upon Eagle Eyes or any other Releasee with respect to (A) any income  
15 earned by the Settlement Fund or (B) the receipt of any payment under this  
16 paragraph 21(f)(ii), in each case for any period during which the Settlement Fund  
17 does not qualify as one or more “qualified settlement funds” for federal or state  
18 income tax purposes (“Tax Detriments”); and (iii) expenses and costs incurred in  
19 connection with the operation and implementation of paragraphs 21(d) through  
20 21(f) (including, without limitation, expenses of tax attorneys and/or accountants  
21 and mailing and distribution costs and expenses relating to filing (or failing to file)  
22 the returns described in paragraph 21(e) (“Tax Expenses”)), shall be paid out of the  
23 Settlement Fund.

24 (g) Neither Eagle Eyes nor any other Releasee nor their respective  
25 counsel shall have any liability or responsibility for the Taxes, Tax Detriments, or  
26 the Tax Expenses. Taxes, Tax Detriments, and Tax Expenses shall be timely paid  
27 by the Escrow Agent out of the Settlement Fund without prior order from the Court  
28 and the Escrow Agent shall be obligated (notwithstanding anything herein to the

1 contrary) to withhold from distribution to any claimants authorized by the Court  
2 any funds necessary to pay such amounts including the establishment of adequate  
3 reserves for any Taxes, Tax Detriments, and Tax Expenses (as well as any amounts  
4 that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither  
5 Eagle Eyes nor any other Releasee is responsible, nor shall they have any liability,  
6 therefore. Settling Parties agree to cooperate with the Escrow Agent, each other,  
7 and their tax attorneys and accountants to the extent reasonably necessary to carry  
8 out the provisions of paragraphs 21(d) through 21(g).

9 (h) If this Agreement does not receive final Court approval, or if  
10 for any other reason this Agreement terminates, then all amounts paid by Eagle  
11 Eyes into the Settlement Fund shall be promptly returned to Eagle Eyes from the  
12 Escrow Account(s) by the Escrow Agent along with any interest accrued thereon  
13 less only any expenses incurred with prior Court approval for taxes, class notice,  
14 claims administration, or settlement administration or any other Court-approved  
15 expenses incurred by the Settlement Fund.

16 22. In the event the Court decertifies the Class prior to the time when this  
17 settlement becomes final as provided in paragraph 12 and the Settlement Funds  
18 then in escrow are entitled to be disbursed as provided in paragraphs 21(h), 25 and  
19 26 of this Agreement, Plaintiffs and Eagle Eyes shall, within 14 calendar days  
20 thereafter, jointly apply to the Court for an Order certifying the Class (as defined in  
21 paragraph 2) solely for the purposes of consummating the settlement provided for  
22 in this Agreement. The time period provided in this paragraph shall not be affected  
23 in any way by Fed. R. Civ. P. 23(f).

24 23. Payment of Expenses

25 Eagle Eyes agrees that, subject to Court approval, any costs incurred in  
26 providing any notice of the proposed settlement to the Settling Plaintiffs and in  
27 claims administration may be paid from the Settlement Fund, which amounts shall  
28 not be recoverable by Eagle Eyes in the event that this settlement does not become

1 final, is terminated by Eagle Eyes, or is rescinded by either party. After this  
2 Agreement becomes final within the meaning of paragraph 12, all court ordered  
3 disbursements, including attorneys' fees and litigation costs, may be made from the  
4 Settlement Fund. Other than as set forth in this paragraph 23, neither Eagle Eyes  
5 nor any of the other Releasees under this Agreement shall be liable for any of the  
6 costs or expenses of the litigation of the Action, including, without limitation,  
7 attorneys' fees, fees and expenses of expert witnesses and consultants, and costs  
8 and expenses associated with discovery, motion practice, hearings before the Court  
9 or any Special Master, appeals, trials or the negotiation of other settlements, or for  
10 class administration and costs.

11 **E. The Settlement Fund**

12 24. Releasors shall look solely to the Settlement Fund for settlement and  
13 satisfaction against Releasees of all Released Claims, and shall have no other  
14 recovery against Eagle Eyes or any other Releasee.

15 25. After this Agreement becomes final within the meaning of paragraph  
16 12, the Settlement Fund shall be distributed in accordance with plans for direct  
17 distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the  
18 appropriate time by the Settling Plaintiffs and approved by the Court. Neither  
19 Eagle Eyes nor any other Releasee under this Agreement shall have any  
20 responsibility for, or interest in, or liability whatsoever with respect to, or shall file  
21 any opposition to, the proposed or actual plan(s) for distribution of the Settlement  
22 Fund among the Settling Plaintiffs and/or any other person or entity who may  
23 assert some claim to the Settlement Fund.

24 26. It is contemplated that Settling Plaintiffs' counsel will seek attorneys'  
25 fees award(s), reimbursement of costs and expenses (including expert witness fees  
26 and expenses), and service awards to the representative plaintiffs. Eagle Eyes shall  
27 take no position on any application for attorneys' fees, reimbursement of costs and  
28 expenses or representative plaintiff service awards to the extent that the application

1 is not inconsistent with that provided for pursuant to paragraph 27. After the entry  
2 of any order awarding attorneys' fees, reimbursement of costs and expenses, or  
3 representative plaintiff service awards, the Escrow Agent may, pursuant to  
4 paragraph 21, establish and maintain sub-accounts to hold such awards for  
5 payment.

6       27. (a) The procedure for and the allowance or disallowance by the  
7 Court of the petitions for awards of attorneys' fees, the reimbursement of costs and  
8 expenses and any award of service awards to the representative plaintiffs is to be  
9 considered by the Court separately from the Court's consideration of the fairness,  
10 reasonableness and adequacy of this Agreement, and any order or proceeding  
11 relating to the fee application(s) or any appeal from any such order shall not  
12 operate to terminate or cancel this Agreement, or affect or delay the finality of the  
13 judgment approving the settlement. Except as expressly provided in this  
14 Agreement, neither Eagle Eyes nor any other Releasee under this Agreement shall  
15 have any responsibility for, or interest in, or liability whatsoever with respect to  
16 any payment to counsel for the Settling Plaintiffs of any fee award in the Action.  
17 Neither Eagle Eyes nor any other Releasee under this Agreement shall have any  
18 responsibility for, or interest in, or liability whatsoever with respect to the  
19 allocation among counsel for the Settling Plaintiffs, and/or any other person or  
20 entity who may assert some claim thereto, of any fee award that the Court may  
21 make in the Action.

22       (b) Subject only to subparagraphs 27(a) and (c), attorneys' fees and  
23 expenses awarded by the Court shall be payable from the Settlement Fund upon  
24 award, notwithstanding the existence of any filed objections to the settlement, to  
25 any award of attorneys' fees and expenses or to any service award, or to any actual,  
26 or potential for, appeal therefrom, or collateral attack on the settlement or any part  
27 of it, subject to Co-Lead Class Counsel's obligation to make a full repayment to  
28 the Settlement Fund if this Agreement does not become final pursuant to paragraph



1 12 of this Agreement, if the Court does not enter final judgment provided for in  
2 paragraph 12, or if this Agreement is rescinded pursuant to paragraph 28 of this  
3 Agreement or to make appropriate refunds or repayments to the Settlement Fund, if  
4 and when, as a result of any appeal and/or further proceeding on remand, or  
5 successful collateral attack, the fee or cost award is reduced or reversed.

6 (c) Plaintiffs shall seek an award of attorneys' fees in the amount  
7 of 25% of the Settlement Fund and expenses. The attorneys fees awarded shall be  
8 payable as follows: (1) upon Eagle Eyes' payment of the first \$1,000,000  
9 installment and the Court's entry of final judgment approving this Agreement, no  
10 more than 25% of the amount of attorneys' fees awarded by the Court shall be  
11 distributed pursuant to paragraph 27(b); and (2) upon Eagle Eyes' payment of the  
12 First and Second Anniversary Payments, no more than 25% of each \$1,000,000  
13 Payment shall be distributable without further Order of the Court. Costs shall be  
14 distributable as the Court may direct.

15 **F. Rescission If This Agreement Is Not Approved or Final Judgment Is**  
16 **Not Entered.**

17 28. If the Court refuses to approve this Agreement or any material part  
18 hereof, or if such approval is materially modified or set aside on appeal, or if the  
19 Court does not enter the final judgment provided for in paragraph 12 of this  
20 Agreement, or if the Court enters the final judgment and appellate review is  
21 sought, and on such review, such final judgment is not affirmed in its entirety, then  
22 within 30 days thereafter, Eagle Eyes and the Settling Plaintiffs shall each, in their  
23 sole discretion, have the option to rescind this Agreement in its entirety. Written  
24 notice of the exercise of any such right to rescind shall be made by the rescinding  
25 party to counsel to either Settling Plaintiffs or Eagle Eyes as the case may be. A  
26 modification or reversal on appeal of any amount of the fees for counsel for the  
27 Settling Plaintiffs shall not be deemed a modification of all or a part of the terms of  
28 this Agreement or such final judgment.

1           29. In the event that this Agreement does not become final, then this  
2 Agreement shall be of no force or effect (except for this paragraph and paragraph  
3 13) and any and all parts of the Settlement Fund caused to be deposited in the  
4 Escrow Account(s), including all interest earned on such accounts, shall be  
5 returned forthwith to Eagle Eyes less only disbursements made pursuant to Court  
6 order in accordance with this Agreement. The Settling Parties expressly reserve all  
7 of their rights if this Agreement does not become final. Further, and in any event,  
8 the Settling Parties agree that this Agreement, whether or not it shall become final,  
9 and any and all negotiations, documents, and discussions associated with its  
10 negotiation, shall not be deemed or construed to be an admission or evidence of  
11 any violation of any statute or law or of any liability or wrongdoing by Eagle Eyes  
12 or Releasees, or of the truth of any of the claims or allegations contained in the  
13 complaints or any other pleadings filed by the Settling Plaintiffs in the Action, and  
14 evidence thereof shall not be discoverable or used directly or indirectly, in any  
15 way, whether in the Action or in any other action or proceeding.

16 **G. Miscellaneous**

17           30. This Agreement shall be construed and interpreted to effectuate the  
18 intent of the Settling Parties, which is to provide, through this Agreement, for a  
19 complete resolution of the relevant claims with respect to each Releasee as  
20 provided in this Agreement.

21           31. The Parties to this Agreement contemplate and agree that, prior to  
22 final approval of the settlement as provided for in paragraph 13 of this Agreement,  
23 appropriate notice (1) of the settlement; (2) of a hearing at which the Court will  
24 consider the approval of this Agreement; and (3) that Settling Plaintiffs may be  
25 permitted to object to the settlement, will be given to the Settling Plaintiffs.

26           32. This Agreement does not settle or compromise any claim by the  
27 Settling Plaintiffs against any Defendant or alleged co-conspirator other than Eagle  
28

1 Eyes and Releasees. All rights against such other Defendants or alleged co-  
2 conspirators are specifically reserved by Settling Plaintiffs.

3 33. Neither this Agreement, nor any act performed or document executed  
4 pursuant to or in furtherance of this Agreement is or may be deemed to be or may  
5 be used as an admission of, or evidence of, (i) the validity of any claim or defense;  
6 or (ii) the appropriateness or inappropriateness of any class or other  
7 representational capacity whether contemporaneously with this Agreement or at  
8 any time in the future.

9 34. Except as otherwise set forth herein, this Agreement shall not affect  
10 whatever rights Releasers or any of them may have (i) to participate in or benefit  
11 from any relief or recovery as part of a judgment or settlement in this Action  
12 against any other party named as a Defendant (other than Eagle Eyes or a  
13 Releasee); or (ii) to assert any claim referred to in paragraph 17 above.

14 35. The United States District Court for the Central District of California  
15 shall retain jurisdiction over the implementation, enforcement, and performance of  
16 this Agreement, and shall have exclusive jurisdiction over any suit, action,  
17 proceeding, or dispute arising out of or relating to this Agreement or the  
18 applicability of this Agreement that cannot be resolved by negotiation and  
19 agreement by the Settling Parties. This Agreement shall be construed according to  
20 the laws of the State of California without regard to its choice of law or conflict of  
21 laws principles.

22 36. This Agreement shall be binding upon, and inure to the benefit of, the  
23 successors and assigns of the Settling Parties. Without limiting the generality of  
24 the foregoing, each and every covenant and agreement made herein by the Settling  
25 Plaintiffs shall be binding upon all classes and Releasers. The Releasees (other  
26 than Eagle Eyes which is a party hereto) are third party beneficiaries of this  
27 Agreement and are authorized to enforce its terms applicable to them.  
28

1           37. This Agreement may be executed in counterparts by the Settling  
2 Plaintiffs and Eagle Eyes, and a facsimile signature shall be deemed an original  
3 signature for purposes of executing this Agreement.

4           38. Neither the Settling Plaintiffs nor Eagle Eyes shall be considered to be  
5 the drafters of this Agreement or any of its provisions for the purpose of any  
6 statute, case law, or rule of interpretation or construction that would or might cause  
7 any provision to be construed against the drafters of this Agreement.

8           39. The descriptive headings of any paragraphs or sections of this  
9 Agreement are inserted for convenience only and do not constitute a part of this  
10 Agreement.

11           40. Where this Agreement requires either party to provide notice or any  
12 other communication or document to the other, such notice shall be in writing, and  
13 such notice, communication, or document shall be provided by facsimile or letter  
14 by overnight delivery to the undersigned counsel of record for the party to whom  
15 notice is being provided.

16           41. The Settling Parties and their counsel agree to do anything reasonably  
17 necessary to effectuate the performance of, and uphold the validity and  
18 enforceability of, this Agreement.

19           42. Each of the undersigned attorneys represents that he or she is fully  
20 authorized to enter into the terms and conditions of, and to execute, this Agreement  
21 on behalf of the Settling Parties he or she represents, subject to Court approval.  
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Agreed:

Dated \_\_\_\_\_

MANATT, PHELPS & PHILLIPS LLP

By: *Matthew P. Kanny* AS TO FORM ONLY

MATTHEW P. KANNY

Attorneys for Defendants

EAGLE EYES INDUSTRIAL CO. LTD.

AND

E-LITE AUTOMOTIVE, INC.

Dated 6/21/13

LATHAM & WATKINS, LLP

By: *Yu-Chin Ho* AS TO FORM ONLY

YI-CHIN HO

Attorneys for Defendants

EAGLE EYES INDUSTRIAL CO. LTD.

AND

E-LITE AUTOMOTIVE, INC.

Dated: 06.21, 2013

*Yu-Chu Lin*

Yu-Chu Lin

Chairman, Eagle Eyes Industrial Co. Ltd.

Dated: Jun. 21, 2013

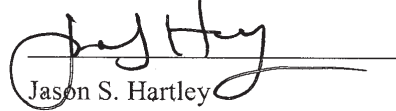
*Andy Yang*

Andy Yang

Director, E-Lite Automotive, Inc.

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Jason S. Hartley

Stueve Siegel Hanson LLP

Dated: \_\_\_\_\_

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Bonny E. Sweeney

Robbins Geller Rudman & Dowd, LLP

Dated: \_\_\_\_\_

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Michael P. Lehmann

Hausfeld LLP

Dated: \_\_\_\_\_

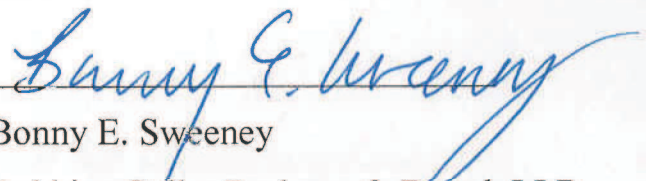
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Jay L. Himes

Labaton Sucharow LLP

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Jason S. Hartley  
Stueve Siegel Hanson LLP

Dated: 6/26/13

  
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Bonny E. Sweeney  
Robbins Geller Rudman & Dowd, LLP

Dated: \_\_\_\_\_

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Michael P. Lehmann  
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Jay L. Himes  
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