

**United States District Court for the Central District of California**

**NOTICE OF CLASS CERTIFICATION, PROPOSED CLASS ACTION SETTLEMENT WITH CERTAIN DEFENDANTS AND FINAL APPROVAL HEARING**

*In re Aftermarket Automotive Lighting Products Antitrust Litigation,  
Case No. 2:09-ml-02007-GW (PJWx)*

**IF YOU PURCHASED CERTAIN AFTERMARKET AUTOMOTIVE LIGHTING PRODUCTS DIRECTLY FROM DEPO AUTO PARTS INDUSTRIAL CO. LTD, MAXZONE VEHICLE LIGHTING CORP., SABRY LEE (U.S.A.), INC., SABRY LEE LTD., TYC BROTHER INDUSTRIAL CO. LTD., GENERA CORP., EAGLE EYES TRAFFIC INDUSTRIAL CO. INC., AND/OR E-LITE AUTOMOTIVE INC., BETWEEN JULY 29, 2001 AND FEBRUARY 10, 2009, YOUR LEGAL RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN A CLASS ACTION LAWSUIT AND YOU MAY BE ENTITLED TO A CASH PAYMENT FROM PARTIAL CLASS ACTION SETTLEMENTS.**

*A federal district court authorized this Notice. This is not junk mail, an advertisement or a solicitation from a lawyer.*

This notice has been given by Order of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure. The purpose of this Notice is to inform you of two important events:

- (1) On July 25, 2011, the Hon. George H. Wu, United States District Court Judge for the Central District of California entered an order certifying a class of direct purchasers of certain Aftermarket Automotive Lighting Products (“AALPs”) from: **(a) Depo Auto Parts Industrial Co. Ltd, Maxzone Vehicle Lighting Corp. (collectively “Depo Defendants”); (b) Sabry Lee (U.S.A.), Inc., Sabry Lee Ltd. (collectively “Sabry Lee Defendants”); (c) TYC Brother Industrial Co. Ltd., Genera Corp. (collectively “TYC Defendants”); and (d) Eagle Eyes Traffic Industrial Co. Inc., and/or E-Lite Automotive Inc. (collectively “Eagle Eyes Defendants”)**, between July 29, 2001 and February 10, 2009 (“Class Period”); and
- (2) **Settlements have been reached with the Depo Defendants and Sabry Lee Defendants** (collectively, “Settling Defendants”), and the Court has granted preliminary approval of the Settlements. The Settling Defendants have agreed to pay up to \$25,450,000 in settlement of the Classes’ claims against them.

Please read this entire Notice carefully. This Notice summarizes essential information regarding class certification and the proposed Settlements, your potential rights, and deadlines to respond in order to protect your rights and/or make a claim for a portion of the Settlements. This Notice also provides information about Class Counsel’s request for attorneys’ fees and payment of costs and expenses and intention to petition the Court for an incentive award to the Class Representatives.

**What is this lawsuit about?**

Plaintiffs allege that during the Class Period, Defendants violated the United States federal antitrust laws by agreeing to fix prices and allocate customers for AALPs. In its July 25, 2011 Order, the Court certified a Class consisting of “all persons or entities that purchased Aftermarket Automotive Lighting Products in the United States, and its territories and possessions, directly from a Defendant between July 29, 2001 and February 10, 2009.” For purposes of this lawsuit, “AALPs” include all aftermarket automotive lighting products sold by Defendants, including headlamps and bulbs, parking, tail and interior lights, spot lights, fog lights and auxiliary lights, excluding certain product numbers which are listed in Appendix A to this Notice.

Proposed Settlements have been reached with the Depo Defendants for up to \$25 million and Sabry Lee Defendants for \$450,000.00. Settling Defendants have also agreed to cooperate in the prosecution of the claims against the remaining Defendants on behalf of the Class.

<b>REMAIN IN THE CLASS / SUBMIT A CLAIM FORM</b>	You may remain in the Class and be bound by the Settlements if they are approved. If you remain in the Class, you may be eligible to share in the Settlement Fund, subject to the conditions set forth below, if you complete and submit the enclosed Claim Form no later than January 6, 2012. If you remain in the Class, you will also be bound by both the outcome of the litigation as to the non-Settling Defendants (and by the Settlements with the Depo and Sabry Lee Defendants if the Settlements receive final approval from the Court on February 23, 2012.)
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	<p>You must submit a timely written request to exclude yourself from the Class, if you wish to do so, by January 6, 2012. <b>If you choose to exclude yourself, you will not be bound by the Settlements if approved, and will not be eligible to submit a claim for a portion of the Settlement Fund. You will also not be bound by the outcome of the case as to the non-Settling Defendants.</b> You may not accept the benefits of the Settlements and exclude yourself from the litigation against the non-Settling Defendants, or vice versa.</p> <p>You may wish to consult an attorney regarding your options to remain in the Class and to accept the benefits of the Settlements, or to pursue an individual claim outside of the Class. If you want to compare your options, you or your attorney are welcome to call Class Counsel identified in this Notice.</p> <p>However, you may remain in the Class and participate in the Settlements even if you have settled with a non-Settling Defendant. If an attorney suggests that you pursue an individual claim outside of the Class and you want to compare your options, you are welcome to call Class Counsel identified in this Notice.</p>
<b>OBJECT TO THE SETTLEMENTS</b>	If you do not like any aspect of the Settlement, you may present written objections for the Court to consider. All such written objections must be sent to Aftermarket Automotive Lighting Products Antitrust Litigation, c/o GCG, Inc. P.O. Box 91088, Seattle, WA 98111-9188 no later than January 6, 2012. Objecting may not exclude you from the Settlements. You may not opt out of the Settlements and also object to them. If you object to the Settlements, instead of opting out, you will be subject to the Settlements and bound by the Release unless the Court, in ruling on your objections, also permits you at that time to opt out. The precise Release language is available at <a href="http://www.AftermarketAutolightsSettlement.com">www.AftermarketAutolightsSettlement.com</a> and described in more detail later in this Notice.
<b>GO TO THE FINAL APPROVAL HEARING</b>	If you timely object in writing to the Settlements and file a timely Notice of Intention to Appear at the Final Approval Hearing, you will be entitled to ask to speak in Court about the fairness of the Settlements during the Final Approval Hearing set for February 23, 2012.
<b>APPEAR THROUGH AN ATTORNEY</b>	You may enter an appearance regarding the proposed Settlements through your own counsel at your own expense. The Court has appointed Class Counsel, however, who will represent you in the litigation unless you opt out.

- These rights and options — and the deadlines to exercise them — are explained in this Notice.

This Notice is merely a summary of the terms and provisions of the proposed Settlements. For a complete description of the terms and provisions of the proposed Settlements, including certain exceptions, conditions, and limitations that may not be addressed herein, you should read the Settlement Agreements filed with the Court and available at [www.AftermarketAutolightsSettlement.com](http://www.AftermarketAutolightsSettlement.com) or by calling 1(888) 404-8013.

- Capitalized terms in this Notice and the Claim Form have the meanings assigned in the Settlement Agreements.
- The Court in charge of this case still has to decide whether to approve the Settlements. If the Court denies approval of the Settlements, the Settlement Agreements will be null and void and the litigation will continue between the Class and all Defendants.

## **BASIC INFORMATION**

### **Why did I get this Notice package?**

Defendants' records indicate that you may have purchased AALPs directly from one or more Defendants between July 29, 2001 and February 10, 2009.

The Court directed that you be sent this Notice because you have a right to know about the pendency of the class action lawsuit, the proposed partial Settlements, and about all of your options, before the Court decides whether to approve the Settlements. If the Court approves them, and after any objections or appeals (if any) are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlements allow.

This package explains the lawsuit, the class certification, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *In re Aftermarket Automotive Lighting Products Antitrust Litigation*, Case No. 2:09-ml-02007-GW (PJWx) (the "Action"). The entities who lead the Action, Motoring Parts International, Inc. and Sioux Plating Co., are called Class Representatives, and the parties that they sued, Depo Auto Parts Industrial Co. Ltd, Maxzone Vehicle Lighting Corp., Sabry Lee (U.S.A.), Inc., Sabry Lee Ltd., TYC Brother Industrial Co. Ltd., Genera Corp., Eagle Eyes Traffic Industrial Co. Inc., and E-Lite Automotive Inc. are called Defendants.

### **What is this lawsuit about?**

Plaintiffs allege that during the Class Period, between July 29, 2001 and February 10, 2009, Defendants violated the federal antitrust laws by agreeing to fix prices and allocate customers for AALPs. For purposes of this lawsuit, "AALPs" includes all Aftermarket Automotive Lighting Products sold by Defendants, such as headlamps and bulbs, parking, tail and interior lights, spot lights, fog lights and auxiliary lights, excluding certain product numbers which are listed in Appendix A to this Notice.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs, as well as all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action, as well as whether Class Members were damaged by their conduct. Nevertheless, executives of two Defendants, Polo Hsu of Maxzone and Andrew Chen of Sabry Lee, along with the corporate entities Maxzone and Sabry Lee, have pleaded guilty to federal price-fixing charges.

### **Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, Motoring Parts International Inc. and Sioux Plating Co.) sue on behalf of individuals or entities who have similar claims. Here, all of these individuals or entities are called a Class or Class Members. One judge – in this case United States District Judge George H. Wu – resolves the issues for all Class Members, except for those who exclude themselves from the Class. On July 25, 2011, Judge Wu certified a Class consisting of all persons or entities that purchased AALPs in the United States, and its territories and possessions, directly from a Defendant between July 29, 2001 and February 10, 2009.

### **Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Settling Defendants. Instead, the lawyers for the Plaintiffs and Settling Defendants negotiated Settlements that they believe are in the best interests of their respective clients. The Settlements allow both sides to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permit Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlements are best for all Class Members.

## **WHO GETS MONEY FROM THE SETTLEMENTS**

To see if you will get money from this Settlement, you first have to determine if you are a Class Member.

### **How do I know if I am part of the Settlements?**

In its July 25, 2011 Class Certification Order, the Court defined that Class to include:

All persons and entities that purchased Aftermarket Automotive Lighting Products (“AALPs”) in the United States, and its territories and possessions, directly from a Defendant between at least as early as July 29, 2001 and February 10, 2009 (the “Class Period”). This class excludes any judicial officer who is assigned to hear any aspect of this action, governmental entities, Defendants, co-conspirators, and the present and former parents, predecessors, subsidiaries and affiliates of the foregoing.

The Settlement Agreements with the Settling Defendants describe the class of people or entities included in the Settlements:

“Settling Plaintiffs” is defined as Motoring Parts International, Inc., Sioux Plating Co., and all natural persons and nongovernmental entities, who made purchases of Aftermarket Automotive Lighting Products Purchases from any of the defendants, in the United States and its territories and possessions between July 29, 2001 and February 10, 2009 (the “Class”).

### **Are there exceptions to being included in the Class?**

Excluded from the Class are all parties named as Defendants in the Action, and their parents, subsidiaries, and affiliates, all governmental entities; any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff; any person or entity who purchased only parts listed in Appendix A to the Amended Complaint and any person or entity that timely and validly opts out of the Settlement.

### **I’m still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. You can call Class Counsel or visit **[www.AftermarketAutolightsSettlement.com](http://www.AftermarketAutolightsSettlement.com)** for more information; or, you can fill out and return the Claim Form described below to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **What do the Settlements provide?**

The Depo Defendants have paid \$25 million in cash, and the Sabry Lee Defendants have paid \$450,000.00 in cash (collectively the “Settlement Fund”). The Settlement Fund, plus (a) interest earned from the date it is established, and less (b) taxes, costs, attorneys’ fees, and expenses, and any amount attributable to opt outs from the Class (the “Net Settlement Fund”), will be divided among all eligible Class Members who send in valid Claim Forms before the January 6, 2012 deadline (“Authorized Claimants”). Costs, fees, and expenses include Court-approved attorneys’ fees and expenses (see discussion of attorneys’ fee application at page 8 below), the costs of notifying Class Members, including the costs of printing and mailing this Notice, the cost of publishing Notice, and the costs of claims administration.

### **How much will my payment be?**

Your share of the Net Settlement Fund will depend on the number of valid Claim Forms that Class Members send in and the dollar volume of your qualifying purchases from all Defendants (regardless of whether the purchases were made from a Settling Defendant or a Non-Settling Defendant). Your recovery is not limited to your purchases of AALPs from the Depo Defendants and/or the Sabry Lee Defendants, but includes all of your purchases from any Defendant.

After all Class Members have sent in their Claim Forms, the payment you get will be a part of the Net Settlement Fund pursuant to a pro-rata distribution equal to your volume of qualifying AALP purchases from any Defendant divided by the total of all Authorized Claimants’ volume of qualifying AALP purchases. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

## **PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS**

The \$25,450,000.00 cash settlement amount and the interest earned thereon shall be the Settlement Fund. The Settlement Fund, plus (a) interest and less all (b) taxes, costs, fees, and expenses and any amount attributable to opt-outs from the Class ("Net Settlement Fund") shall be distributed to Members of the Class who submit acceptable Claim Forms ("Authorized Claimants").

The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's volume of qualifying AALP purchases.

Each Authorized Claimant shall be allocated a pro rata share of the Net Settlement Fund based on his, her or its volume of qualifying AALP purchases as compared to the total volume of qualifying AALP purchases of all Authorized Claimants.

Class Members who do not submit acceptable Claim Forms will not share in the Settlement Fund. Class Members who do not either submit a request for exclusion or submit an acceptable Claim Form will nevertheless be bound by the Settlements and any judgment of the Court dismissing this Action and as to the outcome of the Action regarding non-settling Defendants.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlements. If there is any balance remaining in the Settlement Fund after six (6) months from the date of the initial distribution of the Settlement Fund to Authorized Claimants (whether by reason of tax refunds, un-cashed checks or otherwise), then such balance shall, if feasible, be re-distributed to Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. Six months after such re-distribution any remaining balance shall be distributed as the Court may direct.

The Settlement Agreement with the Depo Defendants contains a "Most Favored Nations" ("MFN") clause that requires the Class to repay the Depo Defendants a portion of the settlement amount if the Class settles with the Eagle Eyes Defendants or the TYC Defendants (here referred to as "EE" and "TYC," respectively) for less than 5.6% of EE's or TYC's sales during the Class Period. Should this occur, the amount repaid to the Depo Defendants would come from any subsequent distribution and Class Members would not have to refund any of the proceeds from the Settlements that have already been distributed.

If a settlement is reached with either EE or TYC for less than 5.6% of EE's or TYC's respective sales, calculating the amount required to be repaid to Depo will not include the sales of EE or TYC to: (1) all those opting out of the Class; or (2) those Class Members, if any, with whom EE or TYC has a separate, individual settlement. The result of doing so will be to reduce the amount repaid to Depo if no such adjustment were made.

The MFN, like the other Depo Settlement Agreement provisions, will become effective only if (1) the Court grants final approval of the Settlement, and (2) thereafter, the approval ruling becomes "final" according to the Settlement Agreement's terms, which take into account possible appellate review of the Court's final approval ruling. Regardless of when the MFN takes effect, however, if you opt out of the Depo Settlement, or if you reached a separate, individual settlement with either EE or TYC, the MFN will not apply to you.

The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No person shall have any claim against Class Representatives, Class Counsel, any Claims Administrator or other person designated by Class Counsel or Defendants and/or the Released Persons and/or their counsel based on distributions made substantially in accordance with the Settlement Agreements, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and timely Claim Form will be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise will be bound by all of the terms of the Settlements, including the terms of any judgment entered and the Releases given.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **How will I get a payment?**

To qualify for a payment, you must send in a Claim Form. A Claim Form is enclosed with this Notice. Please read the instructions carefully. You must fill out the form, include all the information the form asks for, sign it, and mail it in the enclosed envelope postmarked no later than January 6, 2012.

### **If I purchased AALPs from a non-Settling Defendant, can I claim a share of the Settlements?**

Yes. Under federal antitrust law, all participants in a conspiracy to fix prices and allocate customers are jointly and severally liable. Any buyer may, therefore, recover for injury suffered from any participant in the conspiracy who has been sued, regardless of which company the buyer purchased from. The Settlement Fund will be distributed according to the Plan of Allocation to all Authorized Claimants who submit a valid Claim Form on or before the January 6, 2012 deadline. If there are additional settlements and/or judgments entered against the remaining non-settling Defendants, the proceeds will also be divided among the Class Members.

### **When will I get my payment?**

The Court will hold a Final Approval Hearing on February 23, 2012, at 8:30 a.m. to decide whether to approve the Settlements. If Judge Wu approves the Settlements, there may be appeals. It is always uncertain whether these appeals (if any) can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. If there are no appeals and depending on the number of claims submitted, the Claims Administrator could distribute the Net Settlement Fund as early as nine months to a year after the Final Approval Hearing. Please be patient. **PLEASE DO NOT CONTACT THE COURT.**

### **What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants about the same issues in this case or about issues that could have been asserted in this case.

However, as a member of the Class, your claims against the non-Settling Defendants will continue to be litigated as part of the class action lawsuit. If there is a settlement or a favorable result of the claims against the Defendants in the future, you may participate in the benefits. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Claims in this case against the Releasees.

"Released Claims" shall collectively mean any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund), whether directly, representatively, derivatively or in any other capacity that Class Members, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, related to, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of Releasees (or any of them) concerning the pricing, production, development, or sale of AALPs during the period from July 29, 2001 to February 10, 2009, including claims based on the conduct alleged and causes of action asserted or that could have been asserted, in complaints filed in the Action by the Plaintiffs, including, without limitation, any claims arising under any federal or state antitrust, unjust enrichment, unfair competition, trade practice statutory or common law, and consumer protection law (to the extent that a consumer protection claim would be based on allegation of an antitrust or unfair competition violation).

"Releasees" shall refer to the Settling Defendants, and all of their respective past and present, direct and indirect, parents, subsidiaries, affiliates; the predecessors, successors and assigns of the Settling Defendants; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing.

## **EXCLUDING YOURSELF FROM THE CLASS**

If you do not want to remain in the Class pursuing the Action against the non-Settling Defendants and do not want a payment from Settlements, but you want to keep the right to sue or continue to sue the Defendants on your own about the same issues in this case, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as "opting out" of the Class.

### **How do I get out of the Class?**

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *In re Aftermarket Automotive Lighting Products Antitrust Litigation*, Case No. 2:09-mi-02007-GW (PJWx). You must include your name, address, telephone number, and your signature. Your letter should, if possible, also state the date(s) of all of your purchases of Aftermarket Automotive Lighting Products from Defendants during the Class Period (July 29, 2001 to February 10, 2009). You must mail your exclusion request postmarked no later than January 6, 2012 to:

Aftermarket Automotive Lighting Products Antitrust Litigation  
c/o GCG, Inc.  
P.O. Box 91088  
Seattle, WA 98111-9188

You cannot exclude yourself on the phone or by e-mail. You must do so by mail. If you ask to be excluded by mail by January 6, 2012, you are not eligible to get any Settlement payment, either from the Depo or Sabry Lee Settlements and you cannot object to the Settlements or any future settlements with the non-Settling Defendants. You will not be legally bound by anything that happens in the Action, either as to the Settling or non-Settling Defendants.

### **If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims that these Settlements resolve, or for any claims against any of the Settling Defendants relating to the issues in this Action. Remember, the exclusion deadline is January 6, 2012.

### **If I exclude myself, can I get money from the Settlements?**

No. If you exclude yourself, do not send in a Claim Form to ask for any money. Once you exclude yourself, you will receive no cash payment even if you also submit a Claim Form.

## **THE LAWYERS REPRESENTING YOU**

### **Do I have a lawyer in this case?**

The Court appointed Jason S. Hartley of Stueve Siegel Hanson LLP, Bonny E. Sweeney of Robbins Geller Rudman & Dowd LLP, Michael P. Lehmann of Hausfeld LLP and Jay L. Himes of Labaton Sucharow LLP to represent you and other Class Members. These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlements or some part of them.

### **How do I tell the Court that I do not like the Settlements?**

If you are a Class Member (and you have not excluded yourself), you can object to all or any part of the Settlements, the request for attorneys' fees and expenses, or the Plan of Allocation. You can give reasons why you think the Court should not approve the Settlements, the request for attorneys' fees and expenses, the petition for a Class Representative incentive award, or the Plan of Allocation. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed Settlements in *In re Aftermarket Automotive Lighting Products Antitrust Litigation*, Case No. 2:09-mi-02007-GW (PJWx). Your letter must include your name, address, telephone number, your signature,

state that you purchased AALPs directly from Defendants between July 29, 2001 to February 10, 2009, and the reasons you object to the Settlements, the requested attorneys' fees and expenses, or the Plan of Allocation. Any such objection must be mailed or delivered such that it is received by each of the following no later than January 6, 2012.

**Claims Administrator:**

Aftermarket Automotive Lighting Products Antitrust Litigation  
c/o GCG, Inc.  
P.O. Box 91088  
Seattle, WA 98111-9188  
Toll Free Number: 1(888) 404-8013

**Class Counsel:**

Jason S. Hartley  
Stueve Siegel Hanson LLP  
550 West C Street,  
Suite 610  
San Diego, CA 92101  
(619) 400-5822

Bonny E. Sweeney  
Robbins Geller Rudman &  
Dowd LLP  
655 West Broadway,  
Suite 1900  
San Diego, CA 92101-3301  
(619) 231-1058

Michael P. Lehmann  
Hausfeld LLP  
44 Montgomery Street,  
Suite 3400  
San Francisco, CA 94104  
(415) 633-1909

Jay L. Himes  
Labaton Sucharow LLP  
140 Broadway  
New York, NY 10005  
(212) 907-0700

**Counsel for Settling Defendants:**

Stephen V. Bomse  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105-2669

Maxwell M. Blecher  
Blecher & Collins  
515 South Figueroa Street, Suite 1750  
Los Angeles, CA 90071

**What is the difference between objecting and excluding myself from the Settlements?**

Objecting is telling the Court that you do not like something about the proposed Settlements. If you object and appear at the Final Approval Hearing, the Court, in its discretion, may allow you to be excluded from the Class at that time. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer applies to you. If you object to the Settlement, but the Court approves the Settlement despite your objection, the Court may, at that time, allow you to opt-out/exclude yourself from the Class.

**REQUEST FOR ATTORNEYS' FEES AND PAYMENT OF COSTS AND EXPENSES**

Class Counsel is requesting attorneys' fees in the amount of 25% of the Settlement Fund and payment of litigation costs and expenses in the amount of \$809,425.57 as of September 30, 2011. Class Counsel also intends to petition the Court for an incentive award to Class Representatives. The Court is not bound by the 25% request and has made no determination at this time regarding attorneys' fees. The hearing on Class Counsel's request for attorneys' fees, payment of costs and expenses, and the potential incentive award will be held on February 23, 2012, at 8:30 a.m., before the Hon. George H. Wu, in Courtroom 10, of the United States District Courthouse, at 312 N. Spring Street, Los Angeles, CA 90012. The time and date of that hearing may be continued without further notice to the Class.

**THIS IS ONLY A SUMMARY OF THE REQUEST FOR ATTORNEY'S FEES, PAYMENT OF COSTS AND EXPENSES, AND PETITION FOR AN INCENTIVE AWARD. THE MOTION IN SUPPORT OF THE REQUEST IS ON FILE WITH THE DISTRICT COURT AND IS AVAILABLE AT [WWW.AFTERMARKETAUTOLIGHTSSETTLEMENT.COM](http://WWW.AFTERMARKETAUTOLIGHTSSETTLEMENT.COM)**

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the proposed Settlements. You may attend, but you do not have to.

**When and where will the Court decide whether to approve the Settlements?**

The Court will hold the Final Approval Hearing at 8:30 a.m. on February 23, 2012, at the United States District Court for the Central District of California, Courtroom 10, 312 N. Spring St., Los Angeles, California 90012. At this hearing, the Court will

consider whether the Settlements are fair, reasonable, and adequate. The Court will take into consideration any written objections filed in accordance with the instructions in this Settlement Notice. The Court also may listen to people who have properly indicated, within the deadline identified above, a desire to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. The Court will also decide whether to approve the Plan of Allocation and the payment of fees and expenses to Class Counsel. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

You should be aware that the Court may change the date and time of the Final Approval Hearing. Thus, if you want to come to the hearing, you should check with Class Counsel before coming to be sure that the date and/or time has not changed.

**Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions Judge Wu may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so.

**May I speak at the Final Approval Hearing?**

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that it is your desire to appear in *In re Aftermarket Automotive Lighting Products Antitrust Litigation*, Case No. 2:09-ml-02007-GW (PJWx). Your letter must include your name, address, telephone number, your signature, and state that you purchased AALPs directly from Defendants between July 29, 2001 to February 10, 2009. Your notice of intention to appear must be received no later than February 13, 2012, by the Claims Administrator, Class Counsel, and Settling Defendants' Counsel, at the addresses listed above. You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Class, but you will get no money from the Settlements, unless you submit a Claim Form. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the same issues in this case and you will be bound by all of the orders and judgments entered in this Action.

**GETTING MORE INFORMATION**

**Are there more details about the Settlement?**

This Notice summarizes the proposed Settlements. More details are in the Settlement Agreements dated April 25, 2011 (Depo Defendants) and June 22, 2011 (Sabry Lee Defendants) which have been filed with the Court. You can get a copy of the Settlement Agreements from [www.AftermarketAutolightsSettlement.com](http://www.AftermarketAutolightsSettlement.com) or contact the Claims Administrator at Aftermarket Automotive Lighting Products Antitrust Litigation, c/o GCG, Inc., P.O. Box 91088, Seattle, WA 98111-9188.

**How do I get more information?**

You can call 1(888) 404-8013 or write to one of Class Counsel or visit the website at: [www.AftermarketAutolightsSettlement.com](http://www.AftermarketAutolightsSettlement.com)

***Please do not call the Court or the Clerk of the Court for additional information about the Settlement.***

DATED: November 22, 2011

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**Appendix A**

<b>Company</b>	<b>Product Number</b>				
TYC Brother Industrial Co., LTD.	12-5026-01 12-5025-01 18-5220-00 18-5219-00 12-5172-00 12-5171-00 12-1540-01 12-1539-01 20-6062-00 20-6061-00 12-5054-0	12-5053-01 18-1921-00 18-1920-00 18-3372-61 18-3371-61 18-3121-01 18-3120-01 20-5962-00 20-5961-00 12-1516-01 12-1515-01	20-3164-88 20-3163-88 20-6022-00 20-6021-00 20-3075-00 20-3074-00 18-3458-00 18-3457-00 18-3121-91 18-3120-91 20-6288-00	20-6287-00 20-1973-00 20-1972-00 18-3534-91 18-3533-91 20-3101-00 20-3100-00 20-3071-00 20-3070-00 20-5812-00 20-5811-00	20-1845-00 20-1844-00 18-5530-01 18-5529-01 20-3009-00 20-3008-00 20-3388-00 20-3387-00 12-1552-90 12-1551-90
Genera Corporation	12-5026-01 12-5025-01 18-5220-00 18-5219-00 12-5172-00 12-5171-00 12-1540-01 12-1539-01 20-6062-00 20-6061-00 12-5054-01	12-5053-01 18-1921-00 18-1920-00 18-3372-61 18-3371-61 18-3121-01 18-3120-01 20-5962-00 20-5961-00 12-1516-01 12-1515-01	20-3164-88 20-3163-88 20-6022-00 20-6021-00 20-3075-00 20-3074-00 18-3458-00 18-3457-00 18-3121-91 18-3120-91 20-6288-00	20-6287-00 20-1973-00 20-1972-00 18-3534-91 18-3533-91 20-3101-00 20-3100-00 20-3071-00 20-3070-00 20-5812-00 20-5811-00	20-1845-00 20-1844-00 18-5530-01 18-5529-01 20-3009-00 20-3008-00 20-3388-00 20-3387-00 12-1552-90 12-1551-90
Depo Auto Parts Industrial Co., LTD	332-1645L-US 332-1645R-US 312-1553L-AS 312-1533R-AS 312-1638L-AS 312-1638R-AS 332-1615L-US 332-1615-R-US	330-1113L-AS 330-1113R-AS 332-1660L-US 332-1660R-US 312-1505L-AS 312-1505R-AS 312-1520R-AS 331-1532L-US-Y	331-1532R-US-Y 335-117L-AS 335-1117R-AS 331-1113L-AS 331-1113R-AS 332-1625I-US-Y 332-1625R-US-Y 331-1122L-AS	331-1122R-AS 333-1109L-AS 333-1109R-AS 312-1146L-AS 312-1146R-AS 317-1106L-CSA 317-1106R-CSA 332-1580L-US	332-1580R-US 312-1107L-AS 312-1107R-AS 332-1154L-AS 332-1154R-AS 312-1612L-AS6 312-1612R-AS6
Maxzone Vehicle Lighting Corp.	332-1645L-US 332-1645R-US 312-1553L-AS 312-1533R-AS 312-1638L-AS 312-1638R-AS 332-1615L-US 332-1615-R-US 330-1113L-AS 330-1113R-AS 332-1660L-US	332-1660R-US 312-1505L-AS 312-1505R-AS 331-1538L-USN 331-1538R-USN 331-1532L-US 331-1532R-US 312-1148L-AS 312-1148R-AS 332-1618L-US 332-1618R-US	333-1110L-AS 333-1110R-AS 334-1103L-AS 334-1103R-AS 331-1124L-AS 331-1124R-AS 312-1520L-AS 312-1520R-AS 331-1532L-US-Y 331-1532R-US-Y 335-117L-AS	335-1117R-AS 331-1113L-AS 331-1113R-AS 332-1625I-US-Y 332-1625R-US-Y 331-1122L-AS 331-1122R-AS 333-1109L-AS 333-1109R-AS 312-1146L-AS 312-1146R-AS	317-1106L-CSA 317-1106R-CSA 332-1580L-US 332-1580R-US 312-1107L-AS 312-1107R-AS 332-1154L-AS 332-1154R-AS 312-1612L-AS6 312-1612R-AS6
Eagle Eyes Traffic Industrial Co., LTD.	GM181-U000L GM181-U000R TY562-B000L TY562-B000R TY685-B000L TY685-B000R GM096-U000L GM096-U000R FR350-B001L FR350-B001R GM165-U000L	GM165-U000R TY418-B000L TY418-B000R FR207-U100L FR207-U100R FR113-U000L FR113-U000R TY676-B001L TY676-B001R GM121-U000L GM121-U000R	CS041-B001L CS041-B001R CS090-B001L CS090-B001R FR112-B001L FR112-B001R TY531-B000L TY531-B000R FR113-U100L FR113-U100R GM235-B001L	GM235-BOO1R FR124-B001L FR124-B001R GM114-U000L GM114-U000R FR186-B001L FR186-B001R CS024-B001L CS024-B001R TY638-B001L TY638B001R	HG120B001L HD120-B001R GM214-U000L GM214-U000R TY498-B001L TY498-B001R GM161-B001L GM161-B0014 TY547-B000L TY547-B000R
E-Lite Automotive, Inc.	GM181-U000L GM181-U000R TY562-B000L TY562-B000R TY685-B000L TY685-B000R GM096-U000L GM096-U000R FR350-B001L FR350-B001R GM165-U000L	GM165-U000R TY418-B000L TY418-B000R FR207-U100L FR207-U100R FR113-U000L FR113-U000R TY676-B001L TY676-B001R GM121-U000L GM121-U000R	CS041-B001L CS041-B001R CS090-B001L CS090-B001R FR112-B001L FR112-B001R TY531-B000L TY531-B000R FR113-U100L FR113-U100R GM235-B001L	GM235-BOO1R FR124-B001L FR124-B001R GM114-U000L GM114-U000R FR186-B001L FR186-B001R CS024-B001L CS024-B001R TY638B-001L TY638B001R	HG120B001L HD120-B001R GM214-U000L GM214-U000R TY498-B001L TY498-B001R GM161-B001L GM161-B0014 TY547-B000L TY547-B000R