

United States District Court for the Central District of California

NOTICE OF 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 TYC BROTHER INDUSTRIAL CO. LTD., GENERA CORP., EAGLE EYES TRAFFIC INDUSTRIAL CO. LTD., E-LITE AUTOMOTIVE, INC., DEPO AUTO PARTS INDUSTRIAL CO. LTD, MAXZONE VEHICLE LIGHTING CORP., SABRY LEE (U.S.A.), INC., AND/OR SABRY LEE LTD. BETWEEN JULY 29, 2001 AND FEBRUARY 10, 2009, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A PARTIAL CLASS ACTION SETTLEMENT.

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 that a **Settlement has been reached with TYC Brother Industrial Co. Ltd. and Genera Corp. (collectively, “the TYC Defendants”)**, and the Court has granted preliminary approval of the Settlement. The TYC Defendants have agreed to pay \$25,000,000 (consisting of \$23,000,000 in cash and an additional \$2,000,000 in product credits) in settlement of the Class’s claims against them.

Please read this entire Notice carefully. This Notice summarizes essential information regarding the proposed Settlement with the TYC Defendants, your potential rights, and deadlines relating to this Settlement. This Notice also provides information about Class Counsel’s request for attorneys’ fees and payment of costs and expenses.

What is this lawsuit about?

Plaintiffs filed an amended consolidated class action complaint alleging that during the Class Period (July 29, 2001 to February 10, 2009), Defendants **(a) TYC Brother Industrial Co. Ltd. and Genera Corp. (collectively, “the TYC Defendants”); (b) Eagle Eyes Traffic Industrial Co. Ltd. and E-Lite Automotive, Inc. (collectively, “the Eagle Eyes Defendants”); (c) Depo Auto Parts Industrial Co. Ltd. and Maxzone Vehicle Lighting Corp. (collectively, “the Depo Defendants”); and (d) Sabry Lee (U.S.A.), Inc. and Sabry Lee Ltd. (collectively, “the Sabry Lee Defendants”)** violated the United States federal antitrust laws by agreeing to fix prices and allocate customers for Aftermarket Automotive Lighting Products (“AALPs”).

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.

The U.S. Department of Justice (“DOJ”) conducted parallel criminal prosecutions against many of the named Defendants in this lawsuit. Maxzone Vehicle Lighting Corp., Sabry Lee (U.S.A.), Inc., Eagle Eyes Traffic Industrial Co. Ltd., and E-Lite Automotive, Inc., all of which are Defendants named in this lawsuit, have pleaded guilty to federal price-fixing charges. Certain officers and/or employees of the Depo Defendants, the Sabry Lee Defendants and the Eagle Eyes Defendants have also pleaded guilty to federal price-fixing charges. The criminal cases against these companies and individuals are now concluded. Eagle Eyes Chairman, Yu-Chu Lin, is currently under indictment, but has not submitted to the jurisdiction of the federal courts. As a result, the criminal case against him remains open.

The TYC Defendants entered into a conditional leniency agreement with the DOJ. As part of this conditional leniency agreement, the TYC Defendants admitted that they violated the federal antitrust laws in exchange for the DOJ refraining from pursuing criminal prosecutions against the TYC Defendants. In addition, the TYC Defendants were required to provide to the DOJ a full description of all facts relating to their violation of the federal antitrust laws and to assist the DOJ in its prosecution of other cartel members.

In a July 25, 2011 Order, the Court certified a Class consisting of all persons and 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

Questions? Call Toll-Free 1 (888) 404-8013 or visit www.AftermarketAutolightsSettlement.com

auxiliary lights, excluding certain product numbers which are listed in Appendix A to this Notice. As set out below, the “Settlement Class” covered by this Notice consists of the Court-certified Class, excluding entities who opted out of the case, and certain entities who entered into non-class settlements with the TYC Defendants and released their claims against the TYC Defendants after the Court issued its July 25, 2011 Order of certification.

By Order dated February 23, 2012 and Amended Rule 54(b) Final Judgment Order dated March 22, 2012, the Court granted final approval of two prior settlements with the Depo Defendants and the Sabry Lee Defendants (“the Depo-Sabry Lee Settlements”). The proceeds of the Depo-Sabry Lee Settlements have since been distributed to those Class Members who submitted timely claims that the Claims Administrator approved for participation in the two settlements.

A Settlement was also reached with the Eagle Eyes Defendants, which has not yet been granted final approval by the Court. The Court has scheduled a hearing at 8.30 a.m. on January 16, 2014 to consider final approval of the Settlement with the Eagle Eyes Defendants.

A proposed Settlement has now also been reached with the TYC Defendants. The TYC Defendants have agreed to pay cash and product credits and to cooperate in the prosecution of the claims against any remaining Defendants on behalf of the Class.

<p>PARTICIPATE IN THE SETTLEMENT</p>	<p>If you have previously submitted a claim in connection with the earlier Depo-Sabry Lee Settlements and received a share of the proceeds of the Depo-Sabry Lee settlements, the Claims Administrator will use the information that you previously submitted to process your claim under this Settlement with the TYC Defendants. You do not need to do anything further to participate in this Settlement with the TYC Defendants.</p> <p>If you have previously submitted a claim in connection with the Settlement with the Eagle Eyes Defendants, the Claims Administrator similarly will use the information that you previously submitted to process your claim under this Settlement with the TYC Defendants, as well as under the Settlement with the Eagle Eyes Defendants. You do not need to do anything further to participate in this Settlement with the TYC Defendants.</p> <p>If, on the other hand (1) you did not submit a claim in connection with the earlier Depo-Sabry Lee Settlements or if you submitted a claim but it was not approved, and (2) you did not submit a claim in connection with the Settlement with the Eagle Eyes Defendants, and (3) you would like to participate in this Settlement with the TYC Defendants, then you MUST complete and timely submit the enclosed claim form no later than March 7, 2014.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>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 postmarked to the Clerk of the Court, the Claims Administrator, Class Counsel, and counsel for the TYC Defendants no later than March 7, 2014.</p>
<p>GO TO THE FINAL APPROVAL HEARING</p>	<p>If you timely object in writing to the Settlement and file a timely Notice of Intention to Appear at the Final Approval Hearing, you will be entitled to speak in Court about the fairness of the Settlement during the Final Approval Hearing set for May 5, 2014.</p>
<p>APPEAR THROUGH AN ATTORNEY</p>	<p>You may enter an appearance regarding the proposed Settlement through your own counsel at your own expense. The Court has appointed Class Counsel who will represent you in the litigation.</p>

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 Settlement. For a complete description of the terms and provisions of the proposed Settlement, including certain exceptions, conditions, and limitations that may not be addressed herein, you should read the Settlement Agreement filed with the Court and available at www.AftermarketAutolightsSettlement.com or by calling (888)-404-8013.

Capitalized terms in this Notice and the claim form have the meanings assigned in the Settlement Agreement.

The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies approval of the Settlement, the Settlement Agreement will be null and void and the litigation will continue between the Class and the TYC Defendants.

BASIC INFORMATION

Why did I get this Notice package?

As noted above, the Court has certified a Class consisting of all persons and 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 (the “Class Period”). Defendants’ records indicate that you may have purchased AALPs directly from one or more Defendants during the Class Period and therefore, you are believed to be a Class Member.

The Court directed that you be sent this Notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections or appeals (if any) are resolved, the claims administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Class that was certified by the Court, this Settlement with the TYC Defendants, the Settlement Class entitled to participate in this Settlement, your legal rights, what benefits are available, 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. Ltd., and E-Lite Automotive, Inc. are called Defendants. The Depo Defendants and the Sabry Lee Defendants have been dismissed from the case in connection with the Court’s prior final approval of the Depo-Sabry Lee Settlements.

What is the status of this lawsuit?

Plaintiffs previously reached settlements with the Depo Defendants and the Sabry Lee Defendants in 2011 and with the Eagle Eyes Defendants in 2013. The Depo-Sabry Lee Settlements called for the settling defendants to pay \$25,450,000 to the Class, as well as to provide continued cooperation to the Plaintiffs in the prosecution of their claims against the remaining Defendants. The Eagle Eyes Settlement called for the settling defendants to pay \$3,000,000 to the Class as well as to provide continued cooperation to the Plaintiffs in the prosecution of their claims against the remaining Defendants. Notices of these Settlements were sent to Class Members informing them of this lawsuit and of the fact that a class had been certified by the Court. The Court granted final approval of the Depo-Sabry Lee Settlements in 2012. The Court has not yet granted final approval of the Eagle Eyes Settlement. Payments from the Depo-Sabry Lee Settlements were made to Class Members who submitted timely claims that the Claims Administrator approved for participation in the two settlements.

Class Counsel conducted dozens of depositions of Defendants’ employees, located both in the United States and Taiwan. Class Counsel also reviewed over a million of pages of documents produced by the Defendants during this lawsuit.

Why is there a settlement?

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

WHO GETS MONEY FROM THE SETTLEMENT

How do I know if I am part of the Settlement?

In its July 25, 2011 Class Certification Order, the Court defined the 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 Agreement with the TYC Defendants describes the class of persons and entities included in the Settlement as follows:

“Settlement Class” is defined as Motoring Parts International, Inc., Sioux Plating Co., and all natural persons and entities that purchased Aftermarket Automotive Lighting Products from any of the Defendants, in the United States and its territories and possessions between July 29, 2001 and February 10, 2009. Excluded from this definition are Defendants, 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; and all natural persons or entities that purchased only products identified in Appendix A of the ACC. Also excluded from this definition is any entity whose claims against TYC and Genera were released in the prior settlement agreements with TYC and Genera that are the subject of the Court’s ruling on TYC and Genera’s motion for partial summary judgment (Dkt. Nos. 713 (8/29/13) and 714 (8/30/13)) (which entity shall not be entitled to receive any part of the Settlement Consideration) unless and to the extent such entity is a successor-in-interest to another entity whose claims against TYC and Genera were not released in such prior settlement agreements

This Notice has been sent to you because you are believed to be a member of the Class certified by the Court and of the Settlement Class defined in the Settlement Agreement with the TYC Defendants.

Plaintiffs previously mailed Notices to Class Members in connection with Court’s Class Certification Order and the court proceedings to approve the Depo-Sabry Lee Settlements. Class Members who submitted claims and received a payment in connection with the Depo-Sabry Lee Settlements are referred to here as “*Existing Claimants*.” **Existing Claimants do not need to do anything further to receive a payment under this Settlement.** As a result, if you are an Existing Claimant, no claim form has been enclosed with your Notice.

Plaintiffs previously mailed Notices to Class Members in connection with the court proceedings to approve the settlement with the Eagle Eyes Defendants. Class Members who submitted claims in connection with the settlement with the Eagle Eyes Defendants are referred to here as “*Eagle Eyes Claimants*.” **Eagle Eyes Claimants do not need to do anything further to receive a payment under this Settlement.** As a result, if you are an Eagle Eyes Claimant, no claim form has been enclosed with your Notice. Eagle Eyes Claimants, together with certain other members of the Settlement Class (described further below), are referred to as “*Additional Claimants*.”

Those Class Members (1) who did not submit a claim in connection with the earlier Depo-Sabry Lee settlements or who submitted a claim but it was not approved, and (2) who did not submit a claim in connection with the earlier settlement with the Eagle Eyes Defendants, and (3) who would like to participate in this Settlement with the TYC Defendants are referred to as “*TYC Claimants*.” **TYC Claimants MUST complete and timely submit the claim form enclosed with this Notice no later than March 7, 2014.**

Eagle Eyes Claimants and TYC Claimants are referred to here as “*Additional Claimants*.” Those Class Members who are **not** either Existing Claimants (from the Depo-Sabry Lee Settlements) or Eagle Eyes Claimants (from the Settlement with the Eagle Eyes Defendants) have a claim form enclosed with this Notice for use in submitting a claim.

The Claims Administrator will review the claims of all Additional Claimants. Those Additional Claimants whose claims the Claims Administrator approves, together with the Existing Claimants, are referred to here, collectively, as “*Authorized Claimants*.”

THE SETTLEMENT BENEFITS – WHAT YOU GET

What does the Settlement provide?

The TYC Defendants have agreed to pay \$25,000,000 in cash and product credits: specifically \$23,000,000 in cash (the “Settlement Fund”) and provide \$2,000,000 in product credits (collectively the “Settlement Consideration”). The TYC Defendants have agreed to pay the Settlement Fund in three installments. The first installment of \$11,500,000 USD was completed January 2, 2014; the second installment of \$6,900,000 USD will be made on or before December 31, 2014 and the third and final installment of \$4,600,000 will be made on or before December 31, 2015.

The entire \$2,000,000 in product credits will be made available when the first installment is distributed to the members of the Settlement Class and will be redeemable for AALP products manufactured by TYC upon timely presentment to Genera.

The Settlement Fund, plus (a) interest earned from the date it is established, and less (b) taxes, costs, attorneys’ fees, and expenses (the “Net Settlement Fund”), will be divided among all 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?

Each Authorized Claimant’s share of the Net Settlement Fund will depend on the number of valid claims that all Authorized Claimants have submitted and the dollar volume of each Authorized Claimant’s qualifying purchases from all Defendants (regardless of whether the purchases were made from the TYC Defendants or any other Defendant). Recovery is not limited to purchases of AALPs from the TYC Defendants, but includes all purchases from any Defendant.

The payment that each Authorized Claimant receives will come from the Net Settlement Fund pursuant to a pro-rata distribution equal to each Authorized Claimant’s volume of qualifying AALP purchases from any Defendant divided by the total of all Authorized Claimants’ volume of qualifying AALP purchases from all Defendants. Payment in this manner shall be deemed conclusive against each Authorized Claimant.

The value of the product credits that each Authorized Claimant receives will be determined on the same basis, that is, pursuant to a pro-rata distribution based on each Authorized Claimant’s volume of qualifying AALP purchases from any Defendant divided by the total of all Authorized Claimants’ volume of qualifying AALP purchases from all Defendants. Payment in this manner shall be deemed conclusive against each Authorized Claimant.

PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG AUTHORIZED CLAIMANTS

The \$23,000,000 cash settlement amount and the interest earned thereon shall be the Settlement Fund. If the Court approves the Settlement, the Settlement Fund, plus (a) interest and less all (b) taxes, costs, fees, and expenses (“Net Settlement Fund”) shall be distributed to Authorized Claimants.

Upon approval of the Settlement, the Claims Administrator shall determine each Authorized Claimant’s pro rata share of the Net Settlement Fund, and each Authorized Claimant’s pro rate share of the product credits, 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 and of the product credits 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.

Additional Claimants who do not submit acceptable claim forms will not share in the Net Settlement Fund.

All Class Members are bound by the Settlement and any judgment of the Court dismissing this Action as to the TYC Defendants and by 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 Settlement. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of the first or the second distribution of the Net Settlement Fund to Authorized Claimants (whether by reason of tax refunds, un-cashed settlement distribution checks or otherwise), then such balance will added to the next installment of the Settlement received and will be distributed to Authorized Claimants with that installment. If there is any balance

remaining in the Net Settlement Fund after six (6) months from the date of the final distribution of the Net 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 Authorized Claimants 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.

Product credits will be valid until December 31, 2015, after which they will no longer be redeemable by Genera.

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 Releasors and Releasees and/or their counsel based on distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, or further orders of the Court.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

How will I get a payment?

If you are an Existing Claimant (see “How do I know if I am part of the Settlement?”), **you do not need to do anything further**. The information you previously submitted will be used to process your claim under this Settlement.

If you are an Eagle Eyes Claimant (see “How do I know if I am part of the Settlement?”), **you do not need to do anything further**. The information you previously submitted will be used to process your claim under this Settlement, as well as under the Settlement with the Eagle Eyes Defendants.

If you are a member of the Settlement Class here (1) who did not submit a claim form in connection with the Depo-Sabry Lee Settlements, or who submitted a claim but it was not approved, and (2) who did not submit a claim in connection with the earlier settlement with the Eagle Eyes Defendants, and (3) who would like to participate in this Settlement with the TYC Defendants, then **you MUST complete and timely submit a claim form**. Those Class Members who are not Existing Claimants or Eagle Eyes Claimants have a claim form included with this Notice for use in submitting a claim. 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 March 7, 2014.

What does it mean if I did not receive a claim form with my Notice?

If you did not receive a claim form with this Notice, it means that the Claims Administrator has determined that you are an Existing Claimant or an Eagle Eyes Claimant (see “How do I know if I am part of the Settlement?”). Existing Claimants and Eagle Eyes Claimants do not need to submit claim forms to participate in this Settlement. As an Existing Claimant or an Eagle Eyes Claimant, your claim will be processed once the Court grants final approval of this Settlement.

If I purchased AALPs from a non-settling Defendant, can I claim a share of the Settlement?

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.

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 May 5, 2014 at 8.30 a.m. to decide whether to approve the Settlement. If Judge Wu approves the Settlement, 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. In addition, because the TYC Defendants are paying the \$23,000,000 Settlement Fund in three (3) installments, distributions from the Settlement Fund will be made after each installment. As a result, your claim will not be paid in full until sometime after the third installment. Please be patient. **PLEASE DO NOT CONTACT THE COURT.**

What am I giving up to get a payment?

The Court has certified the Class, as defined above, and all of the Court's orders will apply to you and legally bind you. If the Court grants final approval of the proposed Settlement with the TYC Defendants, you will have released 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 allegations of an antitrust or unfair competition violation).

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

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 Settlement or some part of it.

How do I tell the Court that I do not like the Settlement?

If you are a member of the Settlement Class Member, you can object to all or any part of the Settlement, the request for attorneys' fees and expenses, and/or the Plan of Allocation. You can give reasons why you think the Court should not approve the Settlement, the request for attorneys' fees and expenses, and/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 Settlement 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, state that you purchased AALPs directly from Defendants between July 29, 2001 and February 10, 2009, and the reasons you object to the Settlement, the requested attorneys' fees and expenses, and/or the Plan of Allocation. **Any such objection must be postmarked no later than March 7, 2014 to each of the following:**

The Court
Clerk of the Court
United States District Court for the Central District of California
United States Courthouse
312 N. Spring St.
Los Angeles, CA 90012-4701

Claims Administrator:

Aftermarket Automotive Lighting Products Antitrust Litigation
c/o GCG
P.O. Box 35100
Seattle, WA 98124-1100
Toll Free Number: 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
(800) 449-4900

Michael P. Lehmann
Hausfeld LLP
44 Montgomery Street, Suite 3400
San Francisco, CA 94104
(415) 633-1908

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

Counsel for the TYC Defendants:

William P. Quinn, Jr.
Morgan, Lewis & Bockius, LLP
1701 Market St.
Philadelphia, PA 19103
(215) 963-5000

REQUEST FOR ATTORNEYS' FEES AND PAYMENT OF COSTS AND EXPENSES

Class Counsel are requesting attorneys' fees in the amount of 33% of the Settlement Consideration and payment of litigation costs and expenses which total at least \$1,656,233 as of December, 2013. (This estimate would be reduced by any expenses reimbursed from the settlement with the Eagle Eyes defendants, if approved.) The attorneys' fees and litigation costs and expenses will not be taken upfront; instead, they will be collected from the three (3) Settlement Fund installments. The Court is not bound by the 33% request and has made no determination at this time regarding attorneys' fees. The hearing on Class Counsel's request for attorneys' fees, and payment of costs and expenses will be held on May 5, 2014 at 8:30 a.m., before the Hon. George H. Wu, in Courtroom 10, of the United States Courthouse, at 312 N. Spring St., 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, AND PAYMENT OF COSTS AND EXPENSES. THE MOTION IN SUPPORT OF THE REQUEST WILL BE ON FILE WITH THE DISTRICT COURT NO LATER THAN FEBRUARY 14, 2014 AND WILL BE AVAILABLE AT www.AftermarketAutolightsSettlement.com.

THE COURT'S FINAL APPROVAL HEARING

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

When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 8:30 a.m. on May 5, 2014, 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 Settlement is fair, reasonable, and adequate. The Court will take into consideration any written objections filed in accordance with the instructions in this Notice. The Court also may listen to people who have properly indicated, within the deadline identified below, 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 and February 10, 2009. Your notice of intention to appear must be received no later than March 7, 2014, by the Claims Administrator, Class Counsel, and counsel for the TYC Defendants, at the addresses listed above.

IF YOU DO NOTHING

If I am an Existing Claimant, what happens if I do nothing at all?

If you are an Existing Claimant, you do not need to do anything. You will receive a payment from the Settlement once the Court grants final approval and the Claims Administrator processes your claim.

If I am a Class Member who did not participate in the Depo-Sabry Lee Settlements, or who did not submit a claim in connection with the Settlement with the Eagle Eyes Defendants, what happens if I do nothing at all?

If you did not submit a claim form in connection with the Depo-Sabry Lee Settlements, or if you submitted a claim but it was not approved, or if you did not submit a claim in connection with the Settlement with the Eagle Eyes Defendants, you will not receive a payment from this Settlement automatically. You may, however, submit a claim form if you wish to participate in this Settlement with the TYC Defendants. As a member of the Class certified by the Court and of the Settlement Class, you will still be bound by the terms of the Settlement with the TYC Defendants, by any judgment of the Court dismissing this Action as to the TYC Defendants and by the outcome of the Action regarding non-settling Defendants.

GETTING MORE INFORMATION

Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement dated June 21, 2013, which has been filed with the Court. You can get a copy of the Settlement Agreement from **www.AftermarketAutolightsSettlement.com** or contact the Claims Administrator at *Aftermarket Automotive Lighting Products Antitrust Litigation*, c/o GCG, P.O. Box 35100, Seattle, WA 98124-1100.

How do I get more information?

You can call 888-404-8013 or write to one of Class Counsel or visit the website at **www.AftermarketAutolightsSettlement.com**.

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

DATED: January 9, 2014

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

Appendix A

Company	Product Number			
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 12-5054-01 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
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	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 330-1110R-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

Company	Product Number			
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