

1 STUEVE SIEGEL HANSON LLP
Jason S. Hartley (SBN No. 192514)
2 550 West C Street, Suite 1750
San Diego, CA 92101
3 Telephone: (619) 400-5822
Facsimile: (619) 400-5832
4 hartley@stuevesiegel.com

5 *Co-Lead Counsel for Plaintiffs and the Class*

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11
12 **IN RE AFTERMARKET**
AUTOMOTIVE LIGHTING
13 **PRODUCTS ANTITRUST**
14 **LITIGATION**

Case No. 09-ml-2007 GW (PJWx)

15 **DECLARATION OF JASON S.**
HARTLEY IN SUPPORT OF
16 **PLAINTIFFS' MOTION FOR**
PRELIMINARY APPROVAL OF
17 **SETTLEMENT WITH TYC**
BROTHER INDUSTRIAL CO.
18 **LTD. AND GENERA**
CORPORATION

19 **Date: January 6, 2014**
Time: 8:30 a.m.
Courtroom: 10
Hon. George H. Wu

20
21
22 I, Jason S. Hartley, declare as follows:

23 1. I am a member of the law firm of Stueve Siegel Hanson LLP, co-lead
24 Class Counsel in the above-entitled action. I make this Declaration in support of
25 Plaintiffs' Motion for Preliminary Approval of Settlement with Defendants (1)
26 TYC Brother Industrial Co., Ltd. and (2) Genera Corporation (collectively,
27 "TYC").

28 2. Although settlement was broached by Plaintiffs in August, 2009, Co-

1 Lead Class Counsel (including myself) began arms-length negotiations with
2 TYC/Genera in March 2011, and continued negotiations through November of
3 2013. For virtually that entire period, the spread between the settlement numbers
4 offered by Plaintiffs and TYC was considerable. There were several offers and
5 counteroffers exchanged between the parties before their first mediation session in
6 front of a neutral.

7 3. The parties engaged in several in-person, mediated efforts at
8 settlement. They participated in a JAMS mediation in Los Angeles before the Hon.
9 Gary L. Taylor (Ret.) on December 12, 2012. That mediation was very short-lived
10 as TYC claimed it was not in a financial condition to pay a settlement amount that
11 Plaintiffs found satisfactory.

12 4. A second mediated settlement session did not take place for another
13 nine months. On August 20, 2013, the parties participated in the first of two
14 settlement conferences before Magistrate Judge Suzanne H. Segal. At the first
15 settlement conference, TYC continued to claim that it lacked the resources to pay
16 the settlement amount required. Plaintiffs suggested alternative and creative means
17 of funding a settlement. TYC requested time to evaluate funding alternatives, and
18 the parties appeared before Magistrate Judge Segal a second time on October 2,
19 2013. Again, however, TYC claimed it could not fund an adequate settlement.

20 5. Finally, Plaintiffs and TYC conducted a mediation on November 15,
21 2013 with Antonio Piazza in San Francisco. At that mediation, the parties reached
22 an agreement in principle. The terms of the agreement were memorialized in a
23 "Term Sheet" that was signed by the parties, and was later memorialized as the
24 proposed settlement that is the subject of Plaintiffs' preliminary approval motion.
25 If the Court approves the pending Eagle Eyes settlement (set for a final approval
26 hearing on January 6, 2014) and thereafter approves this TYC settlement with the
27 last remaining defendants, this litigation would end.

1 6. Attached hereto as Exhibit A is a true and correct copy of the
2 Settlement Agreement between the Settling Plaintiffs and the TYC/Genera
3 Defendants. Briefly, the proposed settlement calls for the payment of a \$23 million
4 cash settlement, along with the provision of \$2 million in product credits from
5 Genera to members of the Settlement Class.¹

6 7. The proposed Settlement is the product of extensive negotiations
7 between the parties. The negotiations were at all times hard-fought and at arm's
8 length. These negotiations took place over several months and involved face-to-
9 face meetings, telephone conference calls and email communications. During these
10 negotiations, Class Counsel zealously advanced Plaintiffs' positions and were fully
11 prepared to continue to litigate rather than accept a settlement that was not in the
12 best interest of the Class.

13 8. Class Counsel conducted a thorough investigation of the facts alleged;
14 reviewed and analyzed more than a million pages of documents produced by
15 Defendants; and took 44 depositions, including 18 in Taiwan. The parties also
16 participated in extensive settlement negotiations where the strengths and
17 weaknesses of the parties' respective claims and defenses were debated. Thus, at
18 the time of settlement, Class Counsel had a full understanding of the strengths and
19 weaknesses of the Class's claims, as well as the difficulties they would have faced
20 in obtaining a more favorable result after continued litigation.

21 9. Attached hereto as Exhibit B is a true and correct copy of the Plan of
22

23 ¹ The "Settlement Class" under the TYC Settlement Agreement consists of the
24 Class certified by the Court in its July 25, 2011 Order, but excluding any entity
25 whose claims against TYC and Genera were released in the prior settlement
26 agreements with TYC and Genera that are the subject of the Court's ruling on TYC
27 and Genera's motion for partial summary judgment (Dkt. Nos. 713 (8/29/13) and
28 714 (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.

1 Administration and Distribution which governs administration of the notice
2 program and distribution of settlement proceeds to class members in this action.
3 The notice program is substantially the same as the program used in the Eagle Eyes
4 Settlement: it will inform members of the Settlement Class of the material terms of
5 the proposed settlement with TYC/Genera, all applicable deadlines, and their rights
6 to object and appear at the Final Approval Hearing.

7 10. The claims submission and review process for this proposed
8 Settlement with TYC/Genera is analogous to that underway for the Eagle Eyes
9 settlement. The proposed Notice to members of the Settlement Class and attached
10 Exhibit B explain this process fully. In summary, members of the Settlement Class
11 who submitted claim forms in connection with Plaintiffs' earlier settlements do not
12 have to submit another claim form. Their previously submitted claim forms will be
13 used to review their claims (where the claims have not previously been validated),
14 and to process their claims for purposes of distribution of the cash settlement
15 payment and product credits available under the TYC/Genera Settlement.

16 11. Those members of the Settlement Class (a) who did not submit claim
17 forms in connection with Plaintiffs' earlier settlements, or (b) who submitted a
18 claim in connection with Plaintiffs' settlements with Defendants Depo/Maxzone
19 and Sabry Lee/Sabry Lee (USA), but which was not approved, and (c) who would
20 like to participate in this proposed settlement with TYC, must complete and submit
21 a timely claim form. The new claim forms will be reviewed by the Claims
22 Administrator and, once validated, will be included with the claims already made
23 and validated in the earlier settlements. Thereafter, the Claims Administrator will
24 calculate each Settlement Class member's share of the cash settlement and product
25 credits available to be distributed.

26 12. I declare under penalty of perjury under the laws of the United States
27 of America that the foregoing is true and correct.
28

Executed this 16th day of December, 2013 at San Diego, California.

s/ Jason Hartley

JASON HARTLEY

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between Defendants TYC Brother Industrial Co., Ltd. (“TYC”) and Genera Corporation (“Genera”) on the one hand, and the “Settlement Class” (as defined in paragraph 2 below) on the other hand.

WHEREAS, the Settlement Class alleges that TYC and Genera 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 Settlement Class has 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 believes that its claims are valid, but nevertheless recognize that there are material litigation risks associated with pursuing those claims and, therefore, has concluded that resolving its claims against TYC and Genera according to the terms set forth below is in the best interest of the Settlement Class; and

WHEREAS, TYC and Genera, despite their belief that they are not liable for the claims asserted and that they have good defenses thereto, have 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 TYC and Genera, based on the allegations of the Action, as more particularly set out below;

WHEREAS, TYC, Genera, and the Settlement Class have negotiated all of the terms and conditions of this Agreement at arm’s length and all terms, conditions, and exhibits in their exact form are material and necessary to this

Agreement and have been relied upon by the parties in entering into this Agreement.

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

A. Definitions.

1. For purposes of this Agreement, “Aftermarket Automotive Lighting Products” is defined as any and all directly purchased aftermarket automotive lighting products manufactured by companies other than original equipment manufacturers, including such products as headlamps and bulbs, parking, tail and interior lights, spot lights, fog lights and auxiliary lights, but excluding the products identified in Appendix A of the Amended Consolidated Class Action Complaint (referred to herein as “ACC”).

2. For purposes of this Agreement, the “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.

3. For purposes of this Agreement, the terms “Defendant” or “Defendants” shall mean, respectively, each and all parties named as defendants in the ACC.

4. “Releasees” shall refer to TYC and Genera, and to all of their respective past and present, direct and indirect, parents, subsidiaries, related entities and affiliates; the predecessors, successors and assigns of TYC and Genera; 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.

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

6. The “Settlement Fund” shall refer to the payments to be made by TYC and Genera pursuant to paragraph 19(a) of this Agreement, plus all accrued interest thereon and the “Settlement Consideration” shall refer to the Settlement Fund and the product credits to be provided pursuant to paragraph 19(b) of this Agreement, collectively.

7. “Co-Lead Counsel” shall refer to the following counsel for the Settlement Class:

Jason S. Hartley
Stueve Siegel Hanson LLP
550 West C Street, Suite 1750
San Diego, CA 92101

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

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

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

B. Approval of this Agreement and Dismissal of Claims Against TYC and Genera.

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

9. No later than December 16, 2013, the Settlement Class shall submit to the Court a motion for preliminary approval of the settlement. The Settlement Class’ counsel shall also submit to the Court a motion for attorneys’ fees and costs to be paid from the Settlement Fund in the manner described in paragraph 26 below. The motion for preliminary approval shall include a proposed plan for the sending of notice to the members of the Settlement Class within fifteen (15) days after an order of preliminary approval is entered, and establishing a period of forty-five (45) days from the giving of such notice within which any member of the Settlement Class may: (a) object to the Agreement, or (b) object to the Settlement Class counsel’s request for fees and costs. The motions for preliminary approval and for attorneys’ fees and costs shall also request that any hearing on final approval of the settlement and any determination on the request for fees and costs

be set for no earlier than fifty-five (55) days from the final date for serving objections and that any reply briefs on such motions be filed 14 days prior to that hearing. In compliance with the notification provision of the Class Action Fairness Act (28 U.S.C. § 1715), within ten (10) days after the motion for preliminary approval is filed, TYC and Genera shall cause notice of this proposed settlement to be provided to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides.

10. The Settling Parties agree that, subject to Court approval, notice of this settlement shall be directed to the members of the Settlement Class. TYC and Genera are not responsible for paying any notice or claims administration costs except as those costs are paid from the Settlement Fund; and to the extent that notice, claims administration, or settlement administration costs are paid from the Settlement Fund, pursuant to a notice and claims administration plan approved by the Court, under no circumstances will such expenditures be refunded to TYC and Genera. To the extent practicable, notice to the members of the Settlement Class shall be made by U.S. Mail. The motion for approval of the form(s) of notice and method(s) of disseminating notice shall recite and ask the Court to find that any notice of settlement, whether by U.S. Mail, publication or otherwise, constitutes valid, due and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and any other applicable law. At the same time that notice of this settlement is given to the members of the Settlement Class, counsel for the Settlement Class shall also inform those entities that previously entered into settlements 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)) in writing of the motion for preliminary approval of this settlement.

11. The Settling Parties shall jointly seek entry of an order and final judgment, the text of which the Settling Parties shall agree upon. The terms of that

order and final judgment will include, at a minimum, the substance of the following provisions:

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

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

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

d determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that judgment of dismissal as to TYC and Genera be finally entered; and

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

12. Subject to the provisions of paragraph 27 below, this Agreement shall become final when the Court has entered an order and final judgment approving this Agreement under Federal Rule of Civil Procedure 23(e) and/or applicable state laws and a final judgment dismissing the Action with prejudice as to TYC and Genera against the Settlement Class and one of the following occurs: (a) if an appeal is taken, (i) the date of final affirmance on appeal of the order and final judgment, the expiration of the time for a petition for or a denial of a writ of certiorari to review the order and final judgment and, if certiorari is granted, the date of final affirmance of the order and final judgment following review pursuant to that grant; or (ii) the date of final dismissal of any appeal from the order and final judgment or the final dismissal of any proceedings on certiorari to review the

order and final judgment; or (b) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the order and final judgment. This Agreement shall be deemed executed as of the last date of signature by TYC, Genera, and Co-Lead Counsel, and Co-Lead Counsel shall give notice to TYC and Genera within three (3) business days after this Agreement is deemed executed. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §1651, shall be taken into account in determining the above-stated times. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded or terminated except in accordance with paragraph 28 of this Agreement.

13. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by, or form the basis of an estoppel by a third party against any Releasees, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by any Releasee, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Settlement Class, and evidence thereof shall not be discoverable, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by any of the Settlement Class, TYC, or Genera shall be referred to, offered into evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

14. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 12 of this Agreement, and in consideration of payment of the Settlement Consideration as specified in paragraph 19 of this Agreement, and for other valuable consideration, Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Settlement Class has objected to the settlement or makes a claim upon or receives any portion of the Settlement Consideration), whether directly, representatively, derivatively or in any other capacity that Releasors, 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 Aftermarket Automotive Lighting Products 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 Settlement Class, 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) (the "Released Claims"). Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims. The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any

case sought to be prosecuted on behalf of Aftermarket Automotive Lighting Products purchasers with respect to the claims released in this paragraph.

15. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 12 of this Agreement, and in consideration of payment of the Settlement Consideration as specified in paragraphs 19, 23, and 26 of this Agreement, and for other valuable consideration, Releasors shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, whether directly, representatively, derivatively or in any other capacity that Releasees, 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 Releasors (or any of them) concerning the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims (the "Releasee-Released Claims"). Releasees shall not, after the date of this Agreement, seek to establish liability against any Releasor based, in whole or in part, upon any of the Releasee-Released Claims, or conduct at issue in the Releasee-Released Claims. The Releasors contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of Aftermarket Automotive Lighting Products purchasers with respect to the claims released in this paragraph.

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

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR; or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor and Releasee may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraphs 14 and 15 of this Agreement, but each Releasor and Releasee hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraphs 14 or 15 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

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

18. TYC and Genera agree to provide reasonable, good faith cooperation to the Settlement Class by taking steps including: (a) making the appropriate current employees available, and using its best efforts to make appropriate former

employees available, for interviews or depositions according to a reasonable schedule; (b) upon request, providing the last-known contact information for any potentially relevant former employees, (c) providing the last-known contact information for any of the members of the Settlement Class; (d) using their best efforts to produce by deposition or by affidavit representatives who can testify as to all matters relevant to claims asserted by the Settlement Class in this Action and who can lay the foundation for admission into evidence of documents prepared or received by TYC or Genera, or as to which TYC and Genera are otherwise competent to testify; and (e) providing to counsel for the Settlement Class true information regarding the participation of TYC, Genera, and other Defendants in the acts charged in the Action. Any information provided pursuant to TYC's and/or Genera's cooperation agreement shall be used solely by the Settlement Class for the purpose of allowing the Settlement Class to prosecute the direct purchaser actions against any non-settling Defendant and such information will neither be used for any other purpose or shared with any other party whatsoever. If for any reason this Agreement is not finally approved and the Settlement Class pursues a case against TYC and Genera, the Settlement Class may not use any evidence or information obtained solely from the cooperation provided by TYC and Genera as part of that agreement (as opposed to any other source) in their prosecution of claims against TYC and Genera. The provision of information by TYC and Genera pursuant to this Agreement shall not be argued by the Settlement Class or deemed a waiver of any of TYC's or Genera's rights including, without limitation, the attorney-client privilege, attorney work product protection, joint defense or any similar protection, privilege, or immunity, all of which are expressly reserved by TYC and Genera.

D. Settlement Consideration

19. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, TYC and Genera collectively will pay

a total of \$23,000,000 USD in cash and contribute \$2,000,000 USD in product credits.

(a) The \$23,000,000 USD will be deposited into the Escrow Account for distribution to the members of the Settlement Class as follows: (i) \$11,500,000 USD paid on or before December 31, 2013; (ii) \$6,900,000 USD paid on or before December 31, 2014 (“First Anniversary Payment”); and (iii) \$4,600,000 USD paid on or before December 31, 2015 (“Second Anniversary Payment”).

(b) The \$2,000,000 USD in product credits will be made available to the members of the Settlement Class as follows:

(i) The product credits will be redeemable only for Aftermarket Automotive Lighting Products manufactured by TYC, and purchased from Genera;

(ii) Co-Lead Counsel and the class action administrator shall determine the amount of each eligible member of the Settlement Class’ pro rata share of the product credit, and shall assign to each such share a unique identifier code;

(iii) No later than 45 days after the date set by the Court for the filing of all claims with respect to this Settlement, Co-Lead Counsel shall provide to TYC and Genera the list of unique identifier codes and their corresponding share of the product credit. The aggregate amount of all such product credits shall be \$2,000,000 USD;

(iv) TYC and Genera shall prepare appropriate certificates bearing the unique identifier code and amount of product credit (“ the Product Credit Certificates”), and shall furnish them to Co-Lead Counsel for distribution to the Settlement Class by the later of: (i) 30 days prior to the distribution of the \$11,500,000 USD installment of the Settlement Funds to the members of the Settlement Class; or (ii) 30 days after receiving from Co-Lead Counsel the list of

unique identifier codes and the corresponding share of the product credit. Co-Lead Counsel shall arrange for distribution of the Product Credit Certificates to the members of the Settlement Class;

(v) The Product Credit Certificates shall be fully transferable;

(vi) Each Product Credit Certificate shall state in **Bold Face Font** on its face that Genera may require presentation of the original Product Credit Certificate as a condition to applying the amount of the Certificate to a purchase of Genera products;

(vii) Upon valid presentment to Genera of a Product Credit Certificate, the amount of the credit shall be applied in full to all of such qualifying purchases of the person presenting the Product Credit Certificate (the "Certificate Holder") until fully exhausted. If the initial redemption of a Product Credit Certificate does not exhaust the entire amount of the credit, Genera may take reasonable action to credit the Certificate Holder with the amount remaining, provided, however, that each Product Credit Certificate may be used on a maximum of four orders;

(viii) Upon reasonable proof satisfactory to TYC and Genera that a Product Credit Certificate has been damaged, destroyed or lost, TYC and Genera shall issue a replacement Certificate to the person providing such proof;

(ix) Each Product Credit Certificate will be valid until December 31, 2015, after which it will no longer be redeemable;

(x) In no circumstance will the sum of all product credits awarded to all the members of the Settlement Class exceed \$2,000,000 USD; and

(xi) Any dispute arising from these provisions may be submitted to the Court for resolution by the Settling Parties or by any person who owns or purports to own a Product Credit Certificate.

20. Security for Settlement Amount.

On or before April 15, 2014, TYC and Genera shall provide to the Settlement Class a letter of credit or similarly acceptable instrument guaranteeing payment of the First and Second Anniversary Payments from a reputable domestic or international financial institution having a U.S. presence, which institution is subject to the approval of counsel for the Settlement Class which approval may not unreasonably be withheld or as the Court may direct.

21. Escrow Account

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

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

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

(d) The Settling Parties agree to treat the Settlement Fund as being at all times one or more “qualified settlement funds” within the meaning of Treas.

Reg. § 1.468B-1 and to refrain from taking any action inconsistent with such treatment.

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

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

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

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund (“Taxes”), (ii) taxes, interest, penalties, or other tax detriments that may be imposed upon TYC, Genera, or any other Releasee with respect to (A) any income earned by the Settlement Fund or (B) the receipt of any payment under this paragraph 21(f)(ii), in each case for any period during which the Settlement Fund does not qualify as one or more “qualified settlement funds” for federal or state income tax purposes (“Tax Detriments”); and (iii) expenses and costs incurred in connection with the operation and implementation of paragraphs 21(d) through 21(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file)

the returns described in paragraph 21(e) ("Tax Expenses")), shall be paid out of the Settlement Fund.

(g) Neither TYC nor Genera nor any other Releasee or their respective counsel shall have any liability or responsibility for the Taxes, Tax Detriments, or the Tax Expenses. Taxes, Tax Detriments, and Tax Expenses shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes, Tax Detriments, and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither TYC nor Genera nor any other Releasee is responsible, nor shall have any liability, therefor. Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 21(d) through 21(g).

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

22. In the event the Court decertifies the Class (certified in *In re Aftermarket Automotive Lighting Prods. Antitrust Litig.*, No. CV-09-ML-2007 GW, 2011 WL 3204588 (C.D. Cal. July 25, 2011)) prior to the time when this settlement becomes final as provided in paragraph 12 and the Settlement Funds then in escrow are entitled to be disbursed as provided in paragraphs 21(h), 25 and 26 of this Agreement, the Settlement Class and TYC and Genera shall, within 14

calendar days thereafter, jointly apply to the Court for an Order certifying the Settlement Class (as defined in paragraph 2) as a class solely for the purposes of consummating the settlement provided for in this Agreement. The time period provided in this paragraph shall not be affected in any way by Fed. R. Civ. P. 23(f).

23. Payment of Expenses

TYC and Genera agree that, subject to Court approval, any costs incurred in providing any notice of the proposed settlement to the members of the Settlement Class and in claims administration may be paid from the Settlement Fund, which amounts shall not be recoverable by TYC and Genera in the event that this settlement does not become final, is terminated by TYC and Genera, or is rescinded by either party. After this Agreement becomes final within the meaning of paragraph 12, all court ordered disbursements, including attorneys' fees and litigation costs, may be made from the Settlement Fund. Other than as set forth in this paragraph 23, neither TYC nor Genera, nor any of the other Releasees under this Agreement shall be liable for any of the costs or expenses of the litigation of the Action, including, without limitation, attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

24. Releasors shall look solely to the Settlement Consideration for settlement and satisfaction against Releasees of all Released Claims, and shall have no other recovery against TYC, Genera, or any other Releasee.

25. After this Agreement becomes final within the meaning of paragraph 12, the Settlement Consideration shall be distributed to the members of the Settlement Class in accordance with plans for direct distributions, *cypres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Settlement Class and approved by the Court. Neither TYC nor Genera nor any

other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or actual plan(s) for distribution of the Settlement Consideration among the members of the Settlement Class and/or any other person or entity who may assert some claim to the Settlement Fund.

26. It is contemplated that counsel for the Settlement Class will seek attorneys' fees award(s), reimbursement of costs and expenses (including expert witness fees and expenses), and service awards to the representative plaintiffs. TYC and Genera shall take no position on any application for attorneys' fees, reimbursement of costs and expenses or representative plaintiff service awards to the extent that the application is not inconsistent with that provided for pursuant to paragraph 27. After the entry of any order awarding attorneys' fees, reimbursement of costs and expenses, or representative plaintiff service awards, the Escrow Agent may, pursuant to paragraph 21, establish and maintain sub-accounts to hold such awards for payment.

27. (a) The procedure for and the allowance or disallowance by the Court of the petitions for awards of attorneys' fees, the reimbursement of costs and expenses and any award of service awards to the representative plaintiffs is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of this Agreement, and any order or proceeding relating to the fee application(s) or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement. Except as expressly provided in this Agreement, neither TYC nor Genera nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to counsel for the Settlement Class of any fee award in the Action. Neither TYC nor Genera nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the

allocation among counsel for the Settlement Class, and/or any other person or entity who may assert some claim thereto, of any fee award that the Court may make in the Action.

(b) Subject only to subparagraphs 27(a) and (c), attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any filed objections to the settlement, to any award of attorneys' fees and expenses or to any service award, or to any actual, or potential for, appeal therefrom, or collateral attack on the settlement or any part of it, subject to Co-Lead Class Counsel's obligation to make a full repayment to the Settlement Fund if this Agreement does not become final pursuant to paragraph 12 of this Agreement, if the Court does not enter final judgment provided for in paragraph 12, or if this Agreement is rescinded pursuant to paragraph 28 of this Agreement or to make appropriate refunds or repayments to the Settlement Fund, if and when, as a result of any appeal and/or further proceeding on remand, or successful collateral attack, the fee or cost award is reduced or reversed.

(c) Plaintiffs shall seek an award of attorneys' fees not to exceed the amount of 33% of the Settlement Consideration and all expenses. The attorneys fees awarded shall be payable as follows: (1) upon TYC's and Genera's payment of the first \$11,500,000 USD installment along with the \$2,000,000 in product credits and the Court's entry of final judgment approving this Agreement, no more than 33% of such combined consideration shall be distributed pursuant to paragraph 27(b); and (2) upon TYC's and Genera's payment of the First and Second Anniversary Payments, \$6,900,000 USD and \$4,600,000 USD, respectively, no more than 33% of each shall be distributable as attorneys' fees without further Order of the Court. Costs shall be distributable as the Court may direct.

E. Rescission If This Agreement Is Not Approved or Final Judgment Is Not Entered.

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

29. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect (except for this paragraph and paragraph 13) and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account(s), including all interest earned on such accounts, shall be returned forthwith to TYC and Genera less only disbursements made pursuant to Court order in accordance with this Agreement. The Settling Parties expressly reserve all of their rights if this Agreement does not become final. Further, and in any event, the Settling Parties agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with its negotiation, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by TYC, Genera, or Releasees, or of the truth of any of the claims or allegations contained in the complaints or any other pleadings filed by the Settlement Class in

the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding.

F. Miscellaneous

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

31. The Parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in paragraph 12 of this Agreement, appropriate notice (1) of the settlement; (2) of a hearing at which the Court will consider the approval of this Agreement; and (3) that the members of the Settlement Class may be permitted to object to the settlement, will be given to the members of the Settlement Class.

32. This Agreement does not settle or compromise any claim by the Settlement Class against any Defendant or alleged co-conspirator other than TYC, Genera, and Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by the Settlement Class.

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

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

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

36. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Settlement Class shall be binding upon all classes and Releasors. The Releasees (other than TYC and Genera which are parties hereto) are third party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

37. This Agreement may be executed in counterparts by the Settlement Class, TYC, and Genera, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

38. Neither the Settlement Class nor TYC nor Genera shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.

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

40. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by facsimile or letter

by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

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

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

Agreed:

Dated: 12-14-13



Chiang Hsu
Chief Executive Officer, TYC Brother
Industrial Co., Ltd.

Dated: 12-14-13



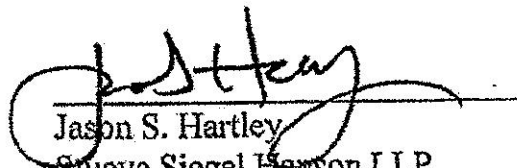
Jackson Kwok
President, Genera Corporation

Dated: 12-13-13



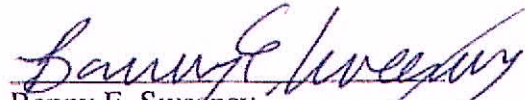
William P. Quinn, Jr.
Morgan Lewis & Bockius LLP
Counsel for TYC and Genera

Dated: 12-13-13

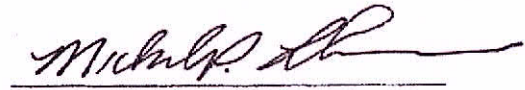


Jason S. Hartley
Stueve Siegel Hanson LLP
Counsel for the Settlement Class

Dated: 12/13/13


Bonny E. Sweeney
Robbins Geller Rudman & Dowd, LLP
Counsel for the Settlement Class

Dated: 12/13/13


Michael P. Lehmann
Hausfeld LLP
Counsel for the Settlement Class

Dated: 12/13/13

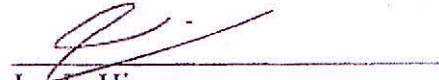

Jay L. Himes
Labaton Sucharow LLP
Counsel for the Settlement Class

EXHIBIT B

PLAN OF ADMINISTRATION AND DISTRIBUTION

I. CLAIMS ADMINISTRATOR

Subject to approval by the District Court, Class Counsel has selected Garden City Group, Inc. to act as Claims Administrator to administer the notice program and distribution of the settlement proceeds to eligible Class Members.

II. THE NOTICE PROGRAM

A. Mailed Notice

Notice packets will be sent directly to Class Members identified who have previously been identified from Defendants' records and other available information in connection with Plaintiffs' earlier settlements with Defendants Depo Auto Parts Industrial Co. Ltd., Maxzone Vehicle Lighting Corp., Sabry Lee (U.S.A.) Inc., and Sabry Lee Ltd. (the "Depo-Sabry Lee Settlements"). The Claims Administrator will take steps to verify the accuracy of the mailing addresses and contact names prior to mailing the Notice packets.¹

B. Publication Notice

Summary Notice will be published once in *Aftermarket Business World* and *Parts and People*.

C. Internet Notice

Banner advertisement will be created, encouraging potential Class Members to "click" on a link to the official website, www.AftermarketAutolightsSettlement.com. These banners will run on the following websites: Aftermarket News

¹ Additional details regarding the Notice program is contained in the Declaration of Jennifer M. Keough, Chief Operating Officer of the Claims Administrator, Garden City Group, filed with the District Court and available at www.AftermarketAutolightsSettlement.com.

(www.aftermarketnews.com); Parts and People (www.partsandpeople.com); and Body Shop Business (www.bodyshopbusiness.com).

D. Press Release

A press release will be issued through PR Newswire.

E. Dedicated Settlement Website

Plaintiffs have previously established a website, www.AftermarketAutolightsSettlement.com, in connection with the Depo-Sabry Lee Settlements. This site will be updated to include important court documents, Notice packet, and claim form in connection with this Settlement. The site will also update Class Members as to dates of hearings, deadlines and other important information.

F. Telephone Support

The Claims Administrator will maintain a toll-free telephone line, 1-888-404-8013, where Class Members can call for information or if they have questions.

III. THE SETTLEMENT FUND

The \$25,000,000 Settlement Consideration consists of the cash Settlement Fund and the Product Credits (collectively the “Settlement Consideration”). The \$23,000,000 cash settlement amount and the interest earned thereon shall be the Settlement Fund.² The \$2,000,000 in product credits shall be the Product Credits. The Settlement Fund, less taxes, costs, fees, and expenses (“Net Settlement Fund”) along with the Product Credits shall, as further described below, be available for distribution to members of the

² The Settlement Fund only concerns money paid by TYC Brother Industrial Co. Ltd. and Genera Corp. (collectively, “TYC”) in connection with their settlement with Plaintiffs. The proceeds of Depo-Sabry Lee Settlements have already been distributed to Class Members.

Settlement Class³: (a) who submitted claim forms and received a payment in connection with the Depo-Sabry Lee Settlements (“Existing Claimants”); (b) who (i) submitted a claim form in the Depo-Sabry Lee Settlements but did not receive a payment, or (ii) did not submit a claim form in the Depo-Sabry Lee Settlements, and (iii) submitted a claim in connection with the Settlement with the Eagle Eyes Defendants (“Eagle Eyes Claimants”); and (c) who did not submit claim forms in the prior Settlements and who submit claim forms in connection with this Settlement with the TYC Defendants (“TYC Claimants”).

As described below, Eagle Eyes Claimants and TYC Claimants whose claims are validated by the Claims Administrator are referred to as “Additional Claimants,” Existing Claimants and Additional Claimants are referred to collectively as “Authorized Claimants.”

Costs, fees, and expenses include Court-approved attorneys’ fees and expenses, the costs of notifying members of the Settlement Class, including the costs of printing and mailing the Notice, the cost of publishing the Notice, and the costs of claims administration. Additional information regarding Class Counsel’s application to the Court for attorneys’ fees and expenses will be posted online at www.AftermarketAutolightsSettlement.com.

³ The “Settlement Class” under the TYC Settlement Agreement consists of the Class certified by the Court in its July 25, 2011 Order, but excluding “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.”

IV. CLAIM FORMS AND PROCEDURE

The Notice outlines how members of the Settlement Class are able to receive payment under this Settlement. As the Notice states, Existing Claimants will not need to submit another claim form. Instead, information from the claim form from the Depo-Sabry Lee Settlements will be used to determine each Existing Claimant's share of the TYC Settlement.

As the Notice further states, Eagle Eyes Claimants (those who submitted claim forms in connection with the Settlement with the Eagle Eyes Defendants), will not need to submit another claim form. The Claims Administrator similarly will use the information from the claim form from the Eagle Eyes Settlement to determine each Eagle Eyes Claimant's entitlement to participate in both the Eagle Eyes Settlement and the TYC Settlement, and, for those Class Members whose claims are thus validated, the shares that such Class Member will receive in each Settlement. All Eagle Eyes Claimants whose claims are validated will become "Additional Claimants" under both the Eagle Eyes Settlement and the TYC Settlement.

Class Members (a) who did not submit a claim form in connection with the Depo-Sabry Lee Settlements, or who submitted a claim form but did not receive a payment, and (b) who also did not submit a claim form in connection with the Eagle Eyes Settlement, and (c) who wish to participate in the TYC Settlement ("TYC Claimants"), must submit a timely claim form. The Claims Administrator will review the claims of all TYC Claimants, and if the claim is validated, the TYC Claimant will become an Additional Claimant under the TYC Settlement.

All Existing Claimants, together with all Additional Claimants, are referred to as "Authorized Claimants" and will be entitled to receive shares of the Eagle Eyes Settlement and of the TYC Settlement. Because the Settlement Class defined in the TYC Settlement excludes certain persons and entities who are entitled to participate in the

Eagle Eyes Settlement, shares of each Settlement will be calculated separately, and will be distributed to those Authorized Claimants based on their entitlement to participate in either or both Settlements.

Because the Court has certified a Class, if the Court approves of the proposed Settlement with the TYC Defendants, all Class Members will be bound, regardless of whether or not the Class Member submits a claim form.

The claims review process is set out further below.

A. Members of the Settlement Class Who Are Not Existing Claimants

Plaintiffs previously acquired Defendants' records identifying AALP purchases made by Class Members. In connection with the Depo-Sabry Lee Settlements, Class Members were sent claim forms that contained the dollar amount of AALPs that the individual Class Member purchased directly from all Defendants.

In connection with the Eagle Eyes Settlement, Class Members who were not Existing Claimants were also sent claim forms that contained the dollar amount of AALPs that the individual Class Member purchased directly from all Defendants. Certain of these Class Members submitted claims forms (referred to here as "Eagle Eyes Claimants"), which the Claims Administrator is currently reviewing to determine their validity. The claims of these Eagle Eyes Claimants will also be used for purposes of the TYC Settlement, so that these persons or entities will not need to submit claim forms again in order to participate in the TYC Settlement.

In addition, now, in connection with the TYC Settlement, those members of the Settlement Class who are not Existing Claimants and who are not Eagle Eyes Claimants will similarly be sent a claim form that contains the dollar amount of AALPs that the individual member of the Settlement Class purchased directly from Defendants. Where

the member of the Settlement Class believes that the figure matches the purchases he, she or it made directly from Defendants, that Member may check a box, sign the claim form and return it to the Claims Administrator for processing prior to the deadline stated on the claim form. All such claims will be considered only in connection with the TYC Settlement.

B. Where a Claim Form Received Contains an Amount of Purchases that the Member of the Settlement Class believes to be Different from the Amount that Such Member Purchased

Where a member of the Settlement Class believes that his, her or its own records indicate that the dollar amount of AALPs purchased directly from Defendants is different from the amount listed on the claim form, such Member may check a box, attach proof of purchase documentation, sign the form, and return it to the Claim Administrator for review and processing prior to the deadline stated on the claim form. All such claims will be considered only in connection with the TYC Settlement.

C. No Claim Forms to Existing Claimants or to Eagle Eyes Claimants

Existing Claimants' earlier claim forms, submitted in connection with the Depo-Sabry Settlements, will be used to determine their share of the TYC Settlement. Similarly, Eagle Eyes Claimants' earlier claim forms, submitted in connection with the Eagle Eyes Settlement, will be used both to determine their validity for purposes of both the Eagle Eyes Settlement and the TYC Settlement, and, where found valid by the Claims Administrator, to determine their shares of both the Eagle Eyes Settlement and the TYC Settlement. Therefore, the Notice Packet sent to Existing Claimants and Eagle Eyes Claimants will not include a claim form. Existing Claimants and Eagle Eyes Claimants will not need to do anything further to participate in the TYC Settlement.

V. CALCULATIONS OF CLAIM PAYMENTS

The Settlement calls for TYC to pay \$25,000,000 in cash and product credits. The \$23,000,000 in cash shall be made in three installments. The first installment of \$11,500,000 will be paid into escrow on or before December 31, 2013. Assuming final approval, the second installment of \$6,900,000 will be paid into escrow on or before December 31, 2014 and the third installment of \$4,600,000 will be paid into escrow on or before December 31, 2015. Plaintiffs propose to distribute the Settlement Fund as the individual installments are received unless otherwise directed by the Court.

The Settlement calls for TYC to pay \$2,000,000 in Product Credits, which may be redeemed for AALP manufactured by TYC upon timely presentment to Genera. Plaintiffs propose to distribute all the Product Credits at the same time as the first distribution.

Distribution of the Settlement Fund and Product Credits shall proceed as follows:

A. Distributions of the Net Settlement Fund and Product Credits to

Authorized Claimants entitled to participate in the TYC Settlement

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. Distributions will be made to Authorized Claimants after the Court has finally approved the Settlement and after all claims have been processed.

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 such 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 of the Settlement Fund and Product Credits in this manner shall be deemed conclusive against each Authorized Claimant.

The \$2,000,000 in Product Credits will be made available to the members of the Settlement Class as follows:

- (i) The product credits will be redeemable only for Aftermarket Automotive Lighting Products manufactured by TYC, and purchased from Genera;
- (ii) The Claims Administrator shall determine the amount of each eligible member of the Settlement Class' pro rata share of the product credit, and shall assign to each such share a unique identifier code;
- (iii) TYC shall prepare appropriate certificates bearing the unique identifier code and amount of product credit ("the Product Credit Certificates"), and shall furnish them to Co-Lead Counsel for distribution to the Settlement Class by the Claims Administrator;
- (iv) The Product Credit Certificates shall be fully transferable;
- (v) Each Product Credit Certificate shall state in **Bold Face Font** on its face that Genera may require presentation of the original Product Credit Certificate as a condition to applying the amount of the Certificate to a purchase of Genera products;

(vi) Upon valid presentment to Genera of a Product Credit Certificate, the amount of the credit shall be applied in full to all of such qualifying purchases of the person presenting the Product Credit Certificate (the "Certificate Holder") until fully exhausted. If the initial redemption of a the Product Credit Certificate does not exhaust the entire amount of the credit, Genera may take reasonable action to credit the Certificate Holder with the amount remaining, provided, however, that each Product Credit Certificate may be used on a maximum of four orders;

(vii) Upon reasonable proof satisfactory to TYC and Genera that a Product Credit Certificate has been damaged, destroyed or lost, TYC and Genera shall issue a replacement Certificate to the person providing such proof;

(viii) Each Product Credit Certificate will be valid until December 31, 2015, after which it will no longer be redeemable;

(ix) In no circumstance will the sum of all product credits awarded to all the members of the Settlement Class exceed \$2,000,000 USD; and

B. Distribution of Remaining Balance of Net Settlement Fund (if any)

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 third distribution of the Net Settlement Fund to Authorized Claimants, then such balance shall, if feasible, be re-distributed to Authorized Claimants who have cashed their prior 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.

As noted above, Product Credits will be valid until December 31, 2015, after which they will no longer be redeemable by Genera.