

**United States District Court for the Eastern District of Wisconsin**

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

*Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd., et al.*  
2:09-cv-00852 (E.D. Wis.)

**If you purchased certain Aftermarket Automotive Sheet Metal Products directly from Taiwan Kai Yih Industrial Co., Ltd.; Tong Yang Industry Co., Ltd.; TYG Products, L.P.; Jui Li Enterprise Co., Ltd.; Gordon Auto Body Parts Co., Ltd.; Auto Parts Industrial, Ltd.; or Cornerstone Auto Parts, LLC between January 1, 2003 and May 14, 2015, you may be entitled to a cash payment from partial class action settlements.**

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

- This Notice has been given by Order of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure. The purpose of this Notice is to inform you that (1) Settlements have been reached with **Tong Yang Industry Co., Ltd.; Taiwan Kai Yih Industrial Co., Ltd.; TYG Products, L.P. (the “Tong Yang Defendants”); and Gordon Auto Body Parts Co. Ltd. (the “Gordon Defendant” or together with the Tong Yang Defendants the “Settling Defendants”)**, and (2) the Court has granted preliminary approval of the Settlements. The Tong Yang Defendants have agreed to pay USD\$16 million and the Gordon Defendant has agreed to pay USD\$9 million in settlement of the Direct Purchaser Plaintiff Class’s claims against them. Due to a requirement of Taiwan law that applies to the fund because it will originate from a Taiwan bank account, twenty percent will be withheld as taxes, resulting in a deposit by the Tong Yang Defendants in the amount of USD\$12.8 million and a deposit by the Gordon Defendant in the amount of USD\$7.2 million for a total of USD\$20 million (the “Settlement Fund”) in an escrow account in the United States. Class Members may also be entitled to an offset of United States tax liability, if any, associated with the payment of the Settlement proceeds.
- Direct Purchaser Plaintiffs (“DPPs”) allege that between January 1, 2003 and May 14, 2015 (the “Class Period”), Defendants violated the United States federal antitrust laws by agreeing to fix prices and limit the supply of Aftermarket Automotive Sheet Metal Products (“AMSM”). Defendants include the Tong Yang Defendants and the Gordon Defendant (aka Settling Defendants), and Jui Li Enterprise Co., Ltd., Auto Parts Industrial, Ltd., and Cornerstone Auto Parts, LLC (the “Non-Settling Defendants”).
- Aftermarket Automotive Sheet Metal Products, or AMSM, is defined as any and all directly purchased aftermarket automotive products made of any kind of sheet metal manufactured by companies other than original equipment manufacturers, including but not limited to hoods, doors, bumpers, fenders, bonnets, floor panels, trunk assemblies, trunk lids, tailgates, roof panels and reinforcement parts.
- Please read this entire Notice carefully. This Notice summarizes essential information regarding class certification and the proposed Settlements, your potential rights, and deadlines to respond in order to protect your rights and/or make a claim for a portion of the Settlements. This Notice also provides information about Class Counsel’s request for attorneys’ fees and payment of costs and expenses and intention to petition the Court for service awards to the Class Representatives.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>REMAIN IN THE CLASS / SUBMIT A CLAIM FORM</b>	You may remain in the Class and be bound by the Settlements if they are approved. If you remain in the Class, you may be eligible to share in the Settlement Fund, subject to the conditions set forth below, if you complete and submit the enclosed Claim Form no later than July 9, 2015. If you remain in the Class, you will also be bound by the outcome of the litigation as to the Non-Settling Defendants.
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	You must submit a timely written request to exclude yourself from the Class, if you wish to do so, by June 29, 2015. <b>If you choose to exclude yourself, you will not be bound by the Settlements, if approved, and will not be eligible to submit a claim for a portion of the Settlement Fund. In addition, you will not be bound by the outcome of the case as to the Non-Settling Defendants.</b> If you exclude yourself, you are choosing to remove yourself from these Settlements and the litigation against the Non-Settling Defendants. You cannot stay in the Class in these Settlements and remove yourself from the litigation against the Non-Settling Defendants, or vice versa.
<b>OBJECT TO THE SETTLEMENTS</b>	You may tell the Court the reasons why you do not like any aspect of the Settlements. Written objections to the Settlements must be filed with the Aftermarket Sheet Metal Settlement Claims Administrator, Class Counsel, Counsel for the Settling Defendants, and the Court no later than June 29, 2015. Objecting does not exclude you from the Settlements or the litigation with the Non-Settling Defendants. If the Settlements are approved, you will be subject to the Settlements and bound by their Releases unless the Court, in ruling on your objections, also permits you to opt out at that time. The precise Release language for each Settlement is available at <a href="http://www.AftermarketSheetMetalSettlement.com">www.AftermarketSheetMetalSettlement.com</a> and described in more detail later in this Notice.
<b>GO TO THE FINAL APPROVAL HEARINGS</b>	If you timely object in writing to the Settlements and file a timely Notice of Intention to Appear at the Final Approval Hearings, in accordance with the instructions in this Notice, you will be entitled to ask to speak in Court about the fairness of the Settlements during the Final Approval Hearing set for August 14, 2015.
<b>APPEAR THROUGH AN ATTORNEY</b>	You may enter an appearance regarding the proposed Settlements through your own counsel at your own expense, but it is not required.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- This Notice is merely a summary of the terms and provisions of the proposed Settlements. For a complete description of the terms and provisions of the proposed Settlements, including certain exceptions, conditions, and limitations that may not be addressed herein, you should read the Settlement Agreements filed with the Court and available at [www.AftermarketSheetMetalSettlement.com](http://www.AftermarketSheetMetalSettlement.com) or by calling 1-866-413-5892. Capitalized terms in this Notice and the Claim Form have the meanings assigned in the Settlement Agreements.
- The Court in charge of this case still has to decide whether to approve any of the Settlements. If the Court denies approval of any one of the Settlements, that Settlement Agreement will be null and void and the litigation will continue between the Direct Purchaser Class and that Defendant and any Non-Settling Defendants.

## **BASIC INFORMATION**

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

Defendants' records indicate that you may have purchased AMSM directly from one or more Defendants between January 1, 2003 and May 14, 2015.

The Court directed that you be sent this Notice because you have a right to know about the pendency of the class action lawsuit, the proposed Settlements with the Tong Yang Defendants and the Gordon Defendant, and about all of your options before the Court decides whether to approve the Settlements. If the Court approves the Settlements, and after any objections or appeals (if any) are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlements allow. This package explains the lawsuit, the class certification, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Eastern District of Wisconsin, and the case is known as *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd., et al.*, 2:09-cv-00852 (the "Action"). The entities who lead the Action, Fond du Lac Bumper Exchange and Roberts Wholesale Auto Parts Inc., are called Plaintiffs, and the parties that they sued, Taiwan Kai Yih Industrial Co., Ltd.; Tong Yang Industry Co., Ltd.; TYG Products L.P.; Jui Li Enterprise Co., Ltd.; Gordon Auto Body Parts Co., Ltd.; Auto Parts Industrial, Ltd.; and Cornerstone Auto Parts, LLC are called Defendants.

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

DPPs allege that during the Class Period Defendants violated federal antitrust laws by agreeing to fix prices and limit supply for AMSM. Defendants have denied and continue to deny each and all of the claims and contentions alleged by DPPs, 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.

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

In a class action, one or more people called Class Representatives (in this case, Fond du Lac Bumper Exchange, Inc. and Roberts Wholesale Auto Parts Inc.) sue on behalf of individuals or entities that have similar claims. Here, all of these individuals or entities are called a Class or Class Members. One Court and one judge—in this case United States District Judge Lynn Adelman—resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **Why are there Settlements?**

The Court did not decide in favor of DPPs or Settling Defendants. Instead, the lawyers for the DPPs and Settling Defendants negotiated Settlements that they believe are in the best interests of their respective clients. The Settlements allow all 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 Settlements are best for all Class Members.

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

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

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

You are part of these Settlements and the Action as a Direct Purchaser Class Member if you fit the following description:

All persons and entities in the United States, and its territories and possessions, which purchased Aftermarket Automotive Sheet Metal Products directly from any of the Defendants between January 1, 2003 and May 14, 2015.

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

Yes. Excluded from the Class are Defendants and their parents, subsidiaries, and affiliates; all governmental entities; and any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff.

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

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

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

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

The Tong Yang Defendants have agreed to pay USD\$16 million in cash which, after Taiwan taxes, will net USD\$12.8 million in a United States escrow account, in two equal installments. The first installment was deposited on March 27, 2015 and the second within 15 business days of the Court's final approval of the Settlement. The Gordon Defendant has agreed to pay USD\$9 million which, after Taiwan taxes, will net USD\$7.2 million in a United States escrow account, in five equal installments. The first installment will be deposited on May 20, 2015. The second installment will be deposited no later than October 15, 2015; the third no later than April 15, 2016; the fourth no later than October 15, 2016; and the fifth no later than April 15, 2017.

The Settlement Fund, plus (a) interest earned from the date it is established, and less (b) taxes, costs, attorneys' fees, and expenses, and any amount attributable to opt-outs from the Class (the "Net Settlement Fund"), will be divided, *pro rata*, among all eligible Direct Purchaser Class Members who send in valid Claim Forms before the July 9, 2015 deadline ("Authorized Claimants"). Costs, fees, and expenses include Court-approved attorneys' fees and expenses (*see* discussion of attorneys' fee application at page 7 below), the costs of notifying Direct Purchaser Class Members, including the costs of printing and mailing this Notice, the cost of publishing notice, and the costs of claims administration.

#### **Why is there a deduction for Taiwan taxes?**

The Settlement Fund amounts originate from Taiwan, which is the location of the principal Settling Defendants. According to Taiwan tax advisors, under Taiwan law, the settlement amount paid to the payee of funds (the Class) is subject to a withholding tax of 20% of the funds and the payors (the Tong Yang Defendants and Gordon Defendant) are required to make that deduction before the funds leave Taiwan. Both the Tong Yang Defendants and Gordon Defendant are obligated to produce proof of this tax withholding pursuant to the Settlement Agreements, which will be shared with Class Members. It may be possible that this 20% tax withholding can be offset against taxes due in the United States, if any, associated with the Settlement payment. You may want to explore this possibility with your tax professional.

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

#### **How will payment amounts be determined?**

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on their volume of qualifying AMSM purchases as compared to the total volume of qualifying AMSM purchases of all Authorized Claimants. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlements. If there is a balance remaining in the Settlement Fund after initial distribution of the Settlement Fund to Authorized Claimants (whether by reason of tax refunds, un-cashed checks or otherwise), the balance will, if feasible, be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from any re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for the re-distribution. Any remaining balance shall be distributed as the Court may direct.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Direct Purchaser 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, Direct Purchaser Class Counsel, any claims administrator or other person designated by Direct Purchaser Class Counsel or Defendants and/or the Released Persons and/or their counsel based on distributions made substantially in accordance with the Settlement Agreements, the Plan of Allocation, or further orders of the Court. All Direct Purchaser Class Members who fail to complete and file a valid Claim Form will be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise will be bound by all of the terms of the Settlements, including the terms of any judgment entered and the releases given. Direct Purchaser Class Members who do not submit an acceptable Claim Form will not share in the

Settlement Fund. Direct Purchaser Class Members who do not either (a) submit a request for exclusion, or (b) submit an acceptable Claim Form will be bound by the Settlements and any judgment of the Court dismissing this Action and the outcome of the Action against the Non-Settling Defendants.

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

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

To qualify for a payment, you must send in a Claim Form. A Claim Form is enclosed with this Notice. For your convenience, we have used Defendants' records to complete as much information as possible for you. Please read the Claim Form instructions carefully. You may approve the form by signing it and returning it by mail postmarked no later than July 9, 2015, *or* supplement it with any additional purchase data, sign, and mail it postmarked no later than July 9, 2015.

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

Yes. Under federal antitrust law, all participants in a conspiracy to fix prices and supply are jointly and severally liable. Therefore, any buyer may recover for injury suffered from any participant in the conspiracy who has been sued, regardless of which company the buyer purchased from. If there are additional settlements and/or judgments entered against the remaining Non-Settling Defendants, the proceeds will also be divided among Direct Purchaser Class Members.

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

The Court will hold a Final Approval Hearing in each Settlement beginning at 10:30 a.m. on August 14, 2015 to decide whether to approve the Settlements. If the Court approves the Settlements, there may be appeals. It is always uncertain whether these appeals (if any) can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Depending on the number of claims submitted, and whether any appeals are filed, the claims administrator could distribute the Net Settlement Fund as early as nine months to a year after the Final Approval Hearing. Please be patient.

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

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same issues in this Action or about issues that could have been asserted in this Action. As a member of the Class, your claims against the Non-Settling Defendants will continue to be litigated as part of the class action lawsuit. If there is a settlement or a favorable result of the claims against the Non-Settling Defendants in the future, you may participate in the benefits. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Claims in this case against the Releasees (*see below*).

#### **What are the Released Claims and who are 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 Settlement Class Member has objected to the Settlements 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 AMSM during the period from January 1, 2003 to May 14, 2015, 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 DPPs, including, without limitation, any claims arising under any federal or state antitrust, unjust enrichment, unfair competition, trade practice, statutory or common law, or consumer protection law (to the extent that a consumer protection claim would be based on allegation of an antitrust or unfair competition violation).

"Releasees" shall refer to the Settling Defendants, and all of their respective past and present, direct and indirect, parents, subsidiaries, related entities and affiliates; the predecessors, successors and assigns of the Settling 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.

## **EXCLUDING YOURSELF FROM THE CLASS**

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

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd., et al.*, 2:09-cv-00852 (E.D. Wis.). You must include your name, address, telephone number, and your signature. Your letter should, if possible, also state the date(s) of all of your purchases of Aftermarket Automotive Sheet Metal Products from Defendants during the Class Period (January 1, 2003 to May 14, 2015). You must mail your exclusion request postmarked no later than June 29, 2015 to:

Aftermarket Sheet Metal Settlement Claims Administrator  
EXCLUSIONS  
c/o KCC Class Action Services  
75 Rowland Way, Suite 250  
Novato, CA 94945

You cannot exclude yourself on the phone or by e-mail. If you exclude yourself, you will no longer be eligible for a Settlement payment and you will not be able to object to these Settlements or any future settlements with the Non-Settling Defendants. You will not be legally bound by these Settlements or anything that happens in the Action.

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

No. Unless you exclude yourself, you give up any right to separately sue any and ALL of the Defendants for the claims that these Settlements resolve and for any claims relating to the issues in this Action. Remember, the exclusion deadline is June 29, 2015.

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

No. If you exclude yourself, do not send in a Claim Form to ask for any money. Once you exclude yourself, you are no longer eligible for a Settlement payment. If you submit a Claim Form it will be denied.

## **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed Jason S. Hartley of Stueve Siegel Hanson, LLP, and Vincent J. Esades of Heins Mills & Olson P.L.C. to represent you and other Direct Purchaser 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 SETTLEMENTS**

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

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

If you are a Direct Purchaser Class Member and remain in the Class (*i.e.*, do not ask to be excluded), you can object to all or any part of the Settlements, the requests for attorneys' fees and expenses, the petition for Class Representative service awards, or the Plan of Allocation. You can give reasons why you think the Court should not approve them. The Court will consider your views before making a decision. To object, you must send a letter saying that you object to the proposed Settlements in *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd., et al.*, 2:09-cv-00852 (E.D. Wis.).

Your objection must include:

- The name of the proceeding: *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd.*, et al., 2:09-cv-00852 (E.D. Wis.);
- Your full name and address;
- A written statement of objections, as well as the specific reason(s), if any, for each objection, including any legal or factual support you wish to bring to the Court's attention;

- Any evidence or other information you wish to introduce in support of the objections;
- Evidence or other information showing you are a member of the Settlement Class; and
- A statement of whether you or your counsel intends to appear and argue at the Final Approval Hearing. If you or your counsel intends to appear and argue at the Final Approval Hearing, your written objections must also include the identity of any witnesses, if any, you intend to call to testify and any exhibits, if any, you intend to introduce into evidence at the hearing.

Your objection must be mailed to the Claims Administrator, Class Counsel, Counsel for the Settling Defendants, and the Court and must be postmarked no later than June 29, 2015 for each.

Aftermarket Sheet Metal Settlement Claims Administrator  
**OBJECTIONS**  
 c/o KCC Class Action Services  
 75 Rowland Way, Suite 250  
 Novato, CA 94945

***Class Counsel:***

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

Vincent J. Esades  
 Heins Mills & Olson P.L.C.  
 310 Clifton Avenue  
 Minneapolis, MN 55403

***Counsel for Settling Defendants:***

Yi-Chin Ho  
 Latham and Watkins LLP  
 355 South Grand Avenue  
 Los Angeles, CA 90071

***The Court:***

The Honorable Lynn S. Adelman  
 United States District Court  
 Eastern District of Wisconsin  
 517 East Wisconsin Avenue, Room 364  
 Milwaukee, WI 53202

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

Objecting is telling the Court that you do not like something about the proposed Settlements. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlements and Action no longer apply to you. If you object and the Court approves the Settlements despite your objection, or you object and appear at the Final Approval Hearing, the Court may, at that time, allow you to exclude yourself from the Class.

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

Class Counsel is requesting attorneys' fees in the amount of no more than 33% of the Net Settlement Fund (that is, the Settlements amount *after* deduction of Taiwan taxes) and payment of litigation costs and expenses of not more than \$1.4 million. These costs and expenses include each law firm's reported expenses and common costs to date. As the litigation continues, Class Counsel will incur more expenses and may ask the Court for an additional payment. Class Counsel also intends to petition the Court for a service award for each of the Class Representatives. They intend to request \$25,000 for each Class Representative for their help in conjunction with the Tong Yang Settlement and \$10,000 each in conjunction with the Gordon Settlement. 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, payment of costs and expenses, and the potential service award will be held on August 14, 2105 at 10:30 a.m., before the Court in Courtroom 390, of the United States District Court, 517 East Wisconsin Avenue, Milwaukee, WI, 53202. The times and date of these hearings may be continued without further notice to the Class. More information about this request can be found in the motions in support of requested attorneys' fees, payment of costs and expenses, and petition for an incentive award, which will be filed with the Court and available at [www.AftermarketSheetMetalSettlement.com](http://www.AftermarketSheetMetalSettlement.com).

## **THE COURT'S FINAL APPROVAL HEARINGS**

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

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

The Court will hold the Final Approval Hearings beginning at 10:30 a.m. on August 14, 2015, at the United States District Court for the Eastern District of Wisconsin, Courtroom 390, 517 East Wisconsin Avenue, Milwaukee, WI, 53202. At these hearings, the Court will consider whether each Settlement is fair, reasonable, and adequate. The Court will take into consideration any written objections filed in accordance with the instructions provided in this Notice and may also listen to people who have properly asked to speak at the hearing (*see* below). The Court will also decide whether to approve the Plan of Allocation, the payment of fees and expenses to Class Counsel, and the service awards to the Class Representatives. We do not know how long the hearings will take or whether the Court will make its decision on the day of the hearings or sometime later.

You should be aware that the Court may change the date and times of the Final Approval Hearings. If you plan to come to the hearings you should confirm the date and times with Class Counsel.

### **Do I have to come to the Final Approval Hearings?**

No. Class Counsel will answer any questions the Court 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 and in accordance with the instructions in this Notice, the Court will consider it. You may also hire your own lawyer to attend, at your own expense, but are not required to.

### **May I speak at the Final Approval Hearings?**

Yes, you may ask the Court for permission to speak at the Final Approval Hearings. To do so, you must send a letter saying that it is your desire to appear in *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co. Ltd., et al.*, 2:09-cv-00852 (E.D. Wis.). Your letter must include your name, address, telephone number, your signature, and evidence that you purchased AMSM directly from Defendants between January 1, 2003 and May 14, 2015. Your Notice of Intention to Appear must be sent to the Claims Administrator, Class Counsel, Counsel for the Settling Defendants, and the Court at the addresses listed above. You cannot speak at the hearings if you exclude yourself from the Class. Note, if you intend to object and present evidence at the hearings, your written objections must include the identity of any witnesses, if any, you intend to call to testify and any exhibits, if any, you intend to introduce into evidence at the hearings.

## **IF YOU DO NOTHING**

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

If you do nothing, you will remain a member of the Class, but you will not get any money from these Settlements, unless you submit a Claim Form. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the same issues in this case and you will be bound by all of the orders and judgments entered in these Settlements and the remaining Action.

## **GETTING MORE INFORMATION**

### **Are there more details about the Settlements?**

This Notice summarizes the proposed Settlements and Action. More details are in the Settlement Agreements which are available at [www.AftermarketSheetMetalSettlement.com](http://www.AftermarketSheetMetalSettlement.com) or by writing to the Aftermarket Sheet Metal Settlement Claims Administrator, c/o KCC Class Action Services, P.O. Box 40008, College Station, TX 77842-4008.

### **How do I get more information?**

Go to [www.AftermarketSheetMetalSettlement.com](http://www.AftermarketSheetMetalSettlement.com), call 1-866-413-5892, or write to Class Counsel at one of the addresses listed above.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding these Settlements or the Action.***

DATED: May 14, 2015

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN