

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID M. LORITZ, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiffs,

v.

EXIDE TECHNOLOGIES, et al.

Defendants.

Case No. 2:13-cv-02607-SVW-E

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF  
CLASS ACTION AND SETTLEMENT HEARING THEREON**

**TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF EXIDE TECHNOLOGIES (“EXIDE”) DURING THE PERIOD JUNE 1, 2011 THROUGH MAY 24, 2013, INCLUSIVE, AND/OR THE 8 AND 5/8% SENIOR SECURED NOTES OF EXIDE DURING THE PERIOD AUGUST 12, 2011 THROUGH NOVEMBER 9, 2012, INCLUSIVE.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM POSTMARKED ON OR BEFORE JULY 19, 2016.

- **Securities and Time Periods:** Exide common stock purchased during the period June 1, 2011 through May 24, 2013 (the “Stock”), inclusive, and Exide 8<sup>5/8</sup>% senior secured notes due 2018 purchased or otherwise acquired in the secondary market during the period August 12, 2011 through November 9, 2012, inclusive (the “Notes”, together with the Stock, the “Securities”).<sup>1</sup>
- **Settlement Fund:** \$14,750,000.00 in cash, plus all interest or income earned thereon. Your recovery will depend on the amount of Exide Stock or Notes, the timing of your purchases and sales, if any, and the number of eligible Securities that participate in the Settlement and when those Securities were purchased and sold, if at all. Based on the information currently available to Plaintiffs and the analysis performed by their damages consultant, it is estimated that if Settlement Class Members submit claims for 100% of the Securities eligible for a distribution under the proposed Plan of Allocation (described in Question 8 below), the estimated average distribution per share of Stock will be approximately \$0.11 and the estimated average distribution per Note will be approximately \$237.93 (per \$1,000 par), before deduction of Court-approved fees and expenses, including the cost of notifying Members of the Settlement Class and settlement administration and any attorneys’ fees and expenses awarded by the Court to Plaintiffs’ Counsel. Historically, actual claim rates are less than 100%, which results in higher distributions per Security. The payment you get will reflect the percentage of the Net Settlement Fund that your Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- **Reasons for Settlement:** The Settlement resolves claims against Defendants for alleged violations of the federal securities laws that have been pending since 2013. Defendants deny all allegations of wrongdoing. The Settlement provides the Settlement Class with a substantial benefit now (namely \$14.75 million, plus interest), as compared to the risk that a smaller or no recovery would be achieved after engaging in years of further litigation – including contested motions, trial, and likely appeals, in which Defendants would have the opportunity to assert defenses to the claims asserted against them. In light of the amount of the Settlement and the immediacy of recovery to the Settlement Class Members, Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class.
- **Fees and Expenses:** Plaintiffs’ Counsel, who have been prosecuting this Litigation on a wholly contingent basis since its inception, have not received any payment of attorneys’ fees for their representation of the Settlement Class (including, but not limited to, investigating the facts, drafting and filing the Complaint,

<sup>1</sup> All otherwise undefined terms have the definitions set forth in the Stipulation of Settlement (the “Stipulation”), executed by the Parties on March 7, 2016.

responding to Defendants’ motions to dismiss, reviewing millions of pages of document production, deposing defendants and third-parties, and negotiating the Settlement) and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Plaintiffs’ Counsel will ask the Court for attorneys’ fees not to exceed 30% of the Settlement Fund and reimbursement of out-of-pocket expenses not to exceed \$1,900,000 to be paid from the Settlement Fund. Additionally, Plaintiffs’ Counsel intend to ask the Court to grant: Lead Plaintiffs and class representatives James Cassella and Sandra Weitsman awards not to exceed \$7,500 each; named Plaintiffs and class representatives James Close and Steamfitters’ Industry Security Benefit Fund awards not to exceed \$5,000 each; named Plaintiff Mitchell Abel an award not to exceed \$3,000; and named Plaintiff Kevin Grace an award not to exceed \$1,500. If the above amounts are requested and approved by the Court, the average cost per Security will be approximately \$0.05 per damaged share of Exide Stock and \$102.50 per Note. After deduction of the requested attorneys’ fees, expenses, and reimbursement awards, the approximate recovery is an average of \$0.06 per allegedly damaged share of Exide Stock and \$135.43 per Note.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM NO LATER THAN JULY 19, 2016</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF NO LATER THAN MAY 16, 2016</b>	Get no payment. This is the only option that allows you to be part of any other lawsuit against Defendants about the legal claims in this case.
<b>OBJECT NO LATER THAN MAY 16, 2016</b>	Write to the Court about why you do not like the Settlement.
<b>GO TO THE SETTLEMENT HEARING ON JUNE 6, 2016</b>	Speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

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## **1. Why Did I Get This Notice Package?**

You or someone in your family may have purchased Exide Stock during the period June 1, 2011 through May 24, 2013, inclusive, or purchased or otherwise acquired Exide Notes during the period August 12, 2011 through November 9, 2012, inclusive (the "Settlement Class Period").

The Court directed us to send this Notice because, as a potential Settlement Class Member, you have a right to know about the proposed Settlement, and about all of your options. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. See Question 3 below. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Plaintiffs and approved by the Court will issue payments pursuant to the Settlement and the court-approved Plan of Allocation. This Notice is also being sent to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the Fee and Expense Application.

The Court in charge of the case is the Honorable Stephen V. Wilson of the United States District Court for the Central District of California, and the case is known as *Loritz v. Exide, et al.* Case No. 2:13-cv-02607-SVW-E.

## **2. What Is This Lawsuit About?**

Plaintiffs allege that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Sections 11 and 15 of the Securities Act of 1933 by allegedly misrepresenting or omitting material facts about, among other things, alleged significant environmental problems at the Company's Vernon, California battery recycling plant and alleged liquidity problems being experienced by the Company as a whole. Plaintiffs allege that the purported false and misleading statements or omissions resulted in the artificial inflation of the price of Exide Securities during the period June 1, 2011 through May 24, 2013, inclusive.

Defendants, individually and collectively, have denied and continue to deny any wrongdoing whatsoever and have denied and continue to deny that Exide's Vernon facility was experiencing significant environmental problems or that they have committed or attempted to commit, any of the wrongful acts or violations of law that are alleged in the Action, including that they made any material misrepresentations or omissions or that the Plaintiffs or Members of the Settlement Class were harmed by the conduct alleged in the Complaint. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action, and maintain that their conduct was at all times proper and in compliance with applicable provisions of law.

Plaintiffs and Defendants disagree on liability and damages. Plaintiff believes that, if the class prevailed on their remaining claims and the Court accepted their theory of damages, the class would have potentially received a jury award of up to \$145.01 million, before deductions for fees and expenses and assuming that the full amount of the judgment was collectable. Defendants deny that they are liable to the class and deny that the class has suffered any damages. Defendants believe that even if Plaintiffs were to prove the other elements of their claims, there are no damages that can be proved. The Settlement resolves all certified claims against Defendants.

## **3. Why Is This a Class Action?**

A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once the class is certified, the court must resolve all issues on behalf of the class members, except for any Persons who choose to exclude themselves from the class. Here, all these people, together, are called the Settlement Class or Settlement Class Members.

In a class action, one or more people called lead plaintiffs or class representatives sue on behalf of people who have similar claims. In the Action, the Court appointed James Cassella and Sandra Weitsman to serve as the Lead Plaintiffs, and approved Lead Plaintiffs' selection of Federman & Sherwood to serve as lead counsel on behalf of the Settlement Class ("Lead Counsel").

The Court has preliminarily certified the Action to proceed as a class action for settlement purposes only and preliminarily certified Plaintiffs James Cassella, Sandra Weitsman, James Close, and Steamfitters' Industry Security Benefit Fund as the representatives for the Settlement Class.

## **4. Why Is There a Settlement?**

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

The proposed Settlement was arrived at through lengthy, arms'-length negotiations. Plaintiffs and Lead Counsel agreed to the terms of the proposed Settlement after considering the results of their factual and legal investigation, and the strengths and weaknesses of the claims and defenses asserted in the Action. Based upon that evaluation, among other things, Plaintiffs and Lead Counsel have concluded that the terms and conditions of the proposed Settlement are fair, reasonable and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims alleged in the Action pursuant to the terms and provisions of the Stipulation.

**5. How Do I Know If I Am Part of the Settlement?**

The Settlement Class includes all Persons who purchased or otherwise acquired Exide Stock during the period June 1, 2011 through May 24, 2013, inclusive, and all Persons who purchased or otherwise acquired in the secondary market Exide Notes during the period August 12, 2011 through November 9, 2012, inclusive.

**6. Are There Exceptions to Being Included in the Settlement Class?**

Yes. Excluded from the Settlement Class are Defendants, members of the immediate family of the Defendants, any entity in which any Defendants have or had a controlling interest, any entity for which any Defendant acted as an investment member, current and former directors and officers of Exide and the legal representatives, heirs, successors, or assigns of any such excluded Person. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to this Notice.

**7. What Does the Settlement Provide?**

Defendants have agreed to cause their insurer to pay \$14.75 million in cash in settlement of the Action (the "Cash Settlement Amount"). The Cash Settlement Amount, plus interest or income earned thereon from the date it is established (the "Settlement Fund"), less costs, fees, and expenses (the "Net Settlement Fund"), will be divided among all eligible Settlement Class Members who submit valid Proofs of Claim and whose claim for recovery has been allowed pursuant to the terms of the Stipulation ("Authorized Claimants"). Costs, fees, and expenses include Court-approved attorneys' fees and expenses, the costs of notifying Settlement Class Members, including the costs of printing and mailing this Notice and the cost of publishing the Publication Notice, the costs of claims administration, and Taxes on the Settlement Fund.

**8. How Much Will My Payment Be? What is the Plan of Allocation?**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms ("Claimants") under the Plan of Allocation (the "Plan") described below.

For purposes of determining the amount a Claimant may recover under the Plan, Counsel conferred with their damage consultants and the Plan reflects an assessment of the damages that they believe could have been recovered had the Plaintiffs prevailed at trial. The Court may approve the settlement and stipulation, even if it does not approve the Plan of the settlement proceeds.

**A. Eligible Securities**

The Exide securities for which a Claimant may be entitled to receive a distribution from the Net Settlement Fund consist of Exide Stock purchased during the Class Period and Exide 8-5/8% senior secured notes due February 1, 2018 (the "Exide Notes") purchased in the secondary market during the period August 12, 2011 through November 9, 2012, pursuant to or traceable to the Company's offering prospectus effective and dated August 12, 2011 (collectively, the "Eligible Securities").

**B. Recognized Claim**

In developing the Plan of Allocation with respect to Exide Stock purchasers, Plaintiffs' damages expert calculated the maximum potential amount of estimated alleged artificial inflation in the per share closing prices of Exide Stock that purportedly was proximately caused by Defendants' alleged misrepresentations and material omissions. In performing this calculation, Plaintiffs' damages expert considered price changes in Exide Stock in reaction to certain public announcements regarding Exide in which such misrepresentations and material omissions were alleged to have been revealed to the market (which are termed "corrective disclosures"), adjusting for price changes that were attributable to market or industry forces. Because corrective disclosures reduced the artificial inflation in stages over the course of the Settlement Class Period, the damages suffered by any particular claimant depends on when that claimant purchased and sold shares, and whether the claimant retained shares beyond the end of the Settlement Class Period.

With respect to the Exide 8-5/8% senior secured notes due February 1, 2018 (the "Exide Notes") purchased in the secondary market during the period August 12, 2011 through November 9, 2012, pursuant to or traceable to the Company's offering prospectus dated August 12, 2011, Plaintiffs' damages expert calculated the maximum potential damages under applicable provisions of Section 11 of the Securities Act. Because corrective disclosures reduced the artificial inflation in stages over the course of the Settlement Class Period, the damages suffered by any particular claimant depends on when that claimant purchased and sold shares, and whether the claimant retained shares beyond the end of the Settlement Class Period.

For the Exide Securities, a Recognized Loss will be calculated as set forth below for each purchase or other acquisition of an Eligible Security during the Settlement Class Period. The calculation of Recognized Loss will depend upon several factors, including (i) when the security was purchased or otherwise acquired, and in what amount; and (ii) whether the security was sold, and if so, when, and in what amount.

The Recognized Loss formulas within the Plan of Allocation with respect to the Eligible Securities are not indicative of damages that the Plaintiffs may have sought to present to a jury, had the case gone to trial, and do not take into account certain defenses that were and might have been raised by Defendants had the case progressed to summary judgment motions and/or trial.

A "Recognized Loss" will be calculated as described below for each purchase or other acquisition of Eligible Securities that are listed in the Proof of Claim form, and for which adequate documentation is provided.

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged misrepresentations and omissions of the Defendants, as opposed to losses caused by market or industry factors or other company-specific factors. Fifty percent (50%) of the Net Settlement Fund will be allocated to the Recognized Losses of Stock purchasers and fifty percent (50%) will be allocated to the Recognized Losses of the Note purchasers.

#### **Exide Common Stock**

Based on the foregoing, and for purposes of this settlement only, Recognized Loss for Exide Stock will be calculated as follows:

For each share of Exide Stock purchased or otherwise acquired during any of the periods shown in the left column of Table-1, and:

- a. sold within the same period, the Recognized Loss per share is zero.
- b. sold in a subsequent period, the Recognized Loss per share is the lesser of:
  - i. the decline in inflation per share shown below in Table-1; or
  - ii. the purchase price per share less the sales price per share.
- c. retained beyond May 23, 2013 but sold before the close of trading on August 21, 2013, the Recognized Loss per share is the lesser of:
  - i. the decline in inflation per share shown in Table-1; or
  - ii. the difference between the purchase price and the sales price; or
  - iii. the purchase price per share less the price per share identified in the far right column in Table-2 for the date the share(s) were sold.<sup>2</sup>
- d. retained as of the close of trading on August 21, 2013, the Recognized Loss per share is the lesser of:
  - i. the decline in inflation per share shown in Table-1; or
  - ii. the difference between the purchase price per share and \$0.21 per share.

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<sup>2</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." \$0.21 was the mean (average) daily closing trading price of Exide common stock during the 90-day period beginning on May 24, 2013 and ending on August 21, 2013.

**Table-1:**

Purchase Date	Sale Date			Retained Beyond 5/23/2013
	6/1/2011-4/3/2013	4/4/2013-4/24/2013	4/25/2013-5/23/2013	
6/1/2011-4/3/2013	\$0.00	\$1.24	\$1.58	\$1.91
4/4/2013-4/24/2013		\$0.00	\$0.34	\$0.67
4/25/2013-5/23/2013			\$0.00	\$0.33

**TABLE 2**

**Exide Common Stock Closing Price and Average Closing Price  
May 24, 2013 – August 21, 2013**

Date	Closing Price	Average Closing Price Between May 24, 2013 and Date Shown	Date	Closing Price	Average Closing Price Between May 24, 2013 and Date Shown
5/24/2013	\$0.45	\$0.45	7/10/2013	\$0.12	\$0.25
5/28/2013	\$0.48	\$0.46	7/11/2013	\$0.12	\$0.25
5/29/2013	\$0.47	\$0.47	7/12/2013	\$0.12	\$0.24
5/30/2013	\$0.47	\$0.47	7/15/2013	\$0.13	\$0.24
5/31/2013	\$0.45	\$0.46	7/16/2013	\$0.15	\$0.24
6/3/2013	\$0.46	\$0.46	7/17/2013	\$0.15	\$0.24
6/4/2013	\$0.47	\$0.46	7/18/2013	\$0.14	\$0.23
6/5/2013	\$0.40	\$0.46	7/19/2013	\$0.14	\$0.23
6/6/2013	\$0.34	\$0.44	7/22/2013	\$0.13	\$0.23
6/7/2013	\$0.20	\$0.42	7/23/2013	\$0.13	\$0.23
6/10/2013	\$0.20	\$0.40	7/24/2013	\$0.13	\$0.22
6/11/2013	\$0.22	\$0.38	7/25/2013	\$0.13	\$0.22
6/12/2013	\$0.22	\$0.37	7/26/2013	\$0.13	\$0.22
6/13/2013	\$0.23	\$0.36	7/29/2013	\$0.13	\$0.22
6/14/2013	\$0.24	\$0.35	7/30/2013	\$0.13	\$0.22
6/17/2013	\$0.22	\$0.35	7/31/2013	\$0.13	\$0.21
6/18/2013	\$0.23	\$0.34	8/1/2013	\$0.15	\$0.21
6/19/2013	\$0.19	\$0.33	8/2/2013	\$0.15	\$0.21
6/20/2013	\$0.21	\$0.32	8/5/2013	\$0.22	\$0.21
6/21/2013	\$0.17	\$0.32	8/6/2013	\$0.19	\$0.21
6/24/2013	\$0.16	\$0.31	8/7/2013	\$0.16	\$0.21
6/25/2013	\$0.15	\$0.30	8/8/2013	\$0.18	\$0.21
6/26/2013	\$0.16	\$0.30	8/9/2013	\$0.17	\$0.21
6/27/2013	\$0.14	\$0.29	8/12/2013	\$0.18	\$0.21
6/28/2013	\$0.13	\$0.28	8/13/2013	\$0.18	\$0.21
7/1/2013	\$0.15	\$0.28	8/14/2013	\$0.19	\$0.21
7/2/2013	\$0.15	\$0.27	8/15/2013	\$0.19	\$0.21
7/3/2013	\$0.15	\$0.27	8/16/2013	\$0.19	\$0.21
7/5/2013	\$0.15	\$0.26	8/19/2013	\$0.19	\$0.21
7/8/2013	\$0.14	\$0.26	8/20/2013	\$0.19	\$0.21
7/9/2013	\$0.13	\$0.26	8/21/2013	\$0.18	\$0.21

## **Exide Notes**

Based on the foregoing, and for purposes of this Settlement and Plan of Allocation only, Recognized Loss for Exide Notes will be calculated as follows:

For Exide Notes purchased or otherwise acquired in the secondary market between August 12, 2011 and November 9, 2012, inclusive and:

- a. sold prior to April 4, 2013 the Recognized Loss per Note is zero.
- b. sold between April 4, 2013 and April 24, 2013, inclusive, the Recognized Loss per Note is the lesser of:
  - i. \$8.88 per \$100 of par value; or
  - ii. the purchase price (capped by the price on the offering date of \$100 per \$100 of par value) less the sales price.
- c. sold between April 25, 2013 and May 23, 2013, inclusive, the Recognized Loss per Note is the lesser of:
  - i. \$18.20 per \$100 of par value; or
  - ii. the purchase price (capped by the price on the offering date of \$100 per \$100 of par value) less the sales price.
- d. Retained beyond May 23, 2013 the Recognized Loss per Note is the lesser of:
  - i. \$24.28 per \$100 of par value; or
  - ii. the purchase price (capped by the price on the offering date of \$100 per \$100 of par value) less the sales price.

## **ADDITIONAL PROVISIONS**

To the extent that a claimant suffered an overall actual market loss on his, her, or its overall transactions in Exide Securities during the relevant period, but that actual market loss was less than the total Recognized Loss calculated above, then the claimant's Recognized Loss shall be limited to the amount of the actual market loss.

For purposes of determining whether a Claimant had a gain from his, her or its overall transactions in Exide Securities during the Settlement Class Period or suffered a loss, the Claims Administrator shall: (i) total the amount paid for all Exide Securities purchased/acquired during the Settlement Class Period ("Purchased Securities") by the claimant (the "Total Purchase Amount"); (ii) match any sales of Exide Securities during the Settlement Class Period, on a Security-by-Security, First-In, First-Out ("FIFO") basis, against the Claimant's Purchased Securities (the "Matched Securities") and Securities held at the beginning of the Class Period; (iii) total the amounts received for sales of the Matched Securities during the Settlement Class Period (the "Sales Proceeds"); and (iv) ascribe a holding value for the remainder of the Purchased Securities that were not paired with Matched Securities, at \$0.45 per share for Exide common stock (the closing price on May 24, 2013) and at \$78.98 per \$100 of par for the Exide Note ("Holding Value"). The difference between (x) the Total Purchase Amount ((i) above) and (y) the sum of the Sales Proceeds ((iii) above) and the Holding Value ((iv) above) will be deemed a Claimant's gain or loss on his, her or its overall transactions in Exide Securities during the Settlement Class Period.

Each Authorized Claimant shall recover his, her, or its pro rata share of the Net Settlement Fund. If the prorated share calculates to less than \$10.00, it will be removed from the calculation and it will not be paid.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. Following an initial distribution of the Net Settlement Fund, if Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a redistribution of any funds remaining in the Net Settlement Fund by reason of returned or uncashed checks or otherwise, to Authorized Claimants who have cashed their initial distribution checks and who would receive at least \$10.00 on such redistribution based on their Recognized Losses, after payment from the Net Settlement Fund of any unpaid costs or fees incurred in administering the funds, including for such redistribution. Additional redistributions may occur thereafter to Authorized Claimants if Counsel, in consultation with the Claims Administrator, determines that additional redistribution is cost-effective. At such time as it is determined that the redistribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance of the Net

Settlement Fund shall be contributed to a non-sectarian, not-for-profit charitable organization serving the public interest, designated by Plaintiffs and approved by the Court.

Each claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Central District of California with respect to his, her or its Proof of Claim form.

**9. How Will I Receive a Payment?**

Each Person wishing to participate in the distribution of the Net Settlement Fund must timely submit a valid Proof of Claim establishing membership in the Settlement Class, and include all required documentation, postmarked on or before July 19, 2016, to the address set forth in the Proof of Claim that accompanies this Notice. A Proof of Claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked on or before July 19, 2016.

Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Proof of Claim postmarked on or before July 19, 2016, shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation and Settlement that is approved, including the terms of any judgment entered and releases given.

Persons that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the Net Settlement Fund and should not submit a Proof of Claim.

**10. When Will I Receive My Payment?**

The Court will hold a hearing on June 6, 2016, to decide whether to approve the Settlement, the proposed Plan of Allocation, and Fee and Expense Application. If the Settlement is approved by the Court, and upon satisfaction of the other conditions to the Settlement, including the expiration of the time for the filing of any appeals, the Net Settlement Fund will be distributed to Authorized Claimants in accordance with the Plan of Allocation approved by the Court.

The claims administration process takes time. Please be patient.

**11. What Rights Am I Giving Up by Remaining in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or the Defendants' Released Parties about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and, in return for your participation in the Settlement, you will release your claims in this case against the Defendants and the Defendants' Released Parties. The terms of the release are included in the Proof of Claim that is enclosed.

**12. What If A Settlement Class Member Is Deceased?**

The authorized legal representative(s) of a Settlement Class Member may receive a recovery on behalf of the deceased Settlement Class Member.

**13. What If I Bought Exide Securities On Someone Else's Behalf?**

If you purchased Exide Securities during the Settlement Class Period for the beneficial interest of a Settlement Class Member, you must either (a) send copies of the Notice and Proof of Claim to the beneficial owner(s) of the Securities within ten (10) days from the receipt of the Notice, and provide written confirmation to the Claims Administrator of such transmittal, or (b) provide the Claims Administrator with the names and addresses of such beneficial owner(s) within ten (10) days from the receipt of the Notice, in which event the Claims Administrator will promptly mail the Notice and Proof of Claim to such beneficial owner(s). The Claims Administrator will provide nominees with additional copies of the Notice and Proof of Claim upon request. Nominees may seek reimbursement of their reasonable administrative costs and expenses actually incurred in searching their records to find the names and addresses of beneficial owners and for mailing the Notice and Proof of Claim by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

Copies of this Notice and the Proof of Claim can be obtained from the website maintained by the Claims Administrator, [www.exidetechsecuritiessettlement.com](http://www.exidetechsecuritiessettlement.com), by calling the Claims Administrator toll-free at 1-877-369-4103, or from Lead Counsel's website, [www.federmanlaw.com](http://www.federmanlaw.com).



If you do not want a payment from the Settlement, but you want to keep the right to sue or continue to sue one or more of the Defendants on your own for the Released Claims in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or is sometimes referred to as opting out of, the Settlement Class.

**14. How Do I Exclude Myself from the Settlement?**

If you do not want a payment from the Settlement, but you want to keep the right to sue or continue to sue one or more of the Defendants on your own for the Released Claims in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from the Settlement Class.

To exclude yourself from the Settlement Class, you must send a letter by first-class mail by May 16, 2016, stating that you want to be excluded from *David M. Loritz v. Exide Technologies, et al.*, No. 2:13-cv-02607-SVW-E. You must include (a) the name, address, and telephone number of the Person requesting exclusion; (b) the Person's purchases and sales of Exide Securities made during the Settlement Class Period, including the dates, the number of shares of Stock or Notes, and price paid or received per share of Stock or Notes for each such purchase or sale; and (c) a statement that the Person wishes to be excluded from the Settlement Class. No request for exclusion will be considered valid unless all of the information described above is included in any such request.

Any Person who wishes to exclude him/her/itself from the Settlement Class must submit a valid and timely Request for Exclusion to:

*Loritz v. Exide Technologies, et al.*,  
c/o KCC Class Action Services  
EXCLUSIONS  
3301 Kerner Blvd.  
San Rafael, CA 94901

You cannot exclude yourself on the phone, by fax, or by e-mail. If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlement, or any part of it.

**15. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants and the Defendants' Released Parties for all the Released Claims in the Settlement. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is May 16, 2016.

**16. If I Exclude Myself, Can I Get Money from This Settlement?**

No. If you exclude yourself, do not send in a Proof of Claim. But, you may sue, continue to sue, or be part of a different lawsuit, involving the Released Claims against the Defendants and their Corresponding Parties. Once you exclude yourself, you will receive no cash payment even if you also submit a Proof of Claim.

**THE LAWYERS REPRESENTING YOU**

**17. Do I Have a Lawyer in This Case?**

The Court appointed Federman & Sherwood (Lead Counsel) to represent you and other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

**18. How Will the Lawyers Be Paid?**

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Litigation on behalf of the Plaintiffs and the Settlement Class and have not been paid for their substantial out-of-pocket expenses. Plaintiffs' Counsel, including Lead Counsel, will ask the Court for an award of attorneys' fees not to exceed 30% of the Settlement Fund and for the reimbursement of out-of-pocket expenses of up to \$1,900,000, which were incurred in connection with the Action. Such sums as may be approved by the Court will be paid from the Settlement Fund.

The attorneys' fees and expenses requested, to the extent they are awarded by the Court, will be the only payment to Plaintiffs' Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly-contingent basis. The fees requested, if awarded, will compensate Plaintiffs' Counsel for their work and risk in achieving the Settlement. Plaintiffs' Counsel believe that these fees are well within the range of fees awarded to class counsel under similar circumstances in other cases of this type.

**19. How Do I Tell the Court that I Do Not Like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it, including the proposed Plan of Allocation and the request for attorneys’ fees and reimbursement of out-of-pocket expenses. You can state why you think the Court should not approve it. The Court will consider your views. To object, you must send a written objection saying that you object to the Settlement, or any part of it, in *Loritz v. Exide, et al.*, No. 13-cv-02607-SVW-E. Be sure to include your name, address, telephone number, your signature, the type and number of Exide Securities purchased and sold during the period March June 1, 2011 through May 24, 2013, and the reasons for your objection. Any Person who wishes to object to the Settlement, the Plan of Allocation and/or the Fee and Expenses Application must file and serve an objection on or before May 16, 2016, to:

**Clerk’s Office**

Clerk of Court  
United States District Court  
Central District of California  
312 North Spring Street  
Los Angeles, CA 90012-4701

**Counsel for Plaintiffs**

William B. Federman, Esq.  
A. Brooke Murphy, Esq.  
FEDERMAN & SHERWOOD  
10205 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Facsimile: (405) 239-2112

**Counsel for Defendants**

David H. Kistenbroker, Esq.  
Carl E. Volz, Esq.  
DECHERT LLP  
35 W. Wacker Drive, Ste. 3400  
Chicago, IL 60601  
Facsimile: (312) 646-5858

You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

If you file an objection to the proposed Settlement, proposed Plan of Allocation, and/or the Fee and Expense Application you also have a right to appear at the Settlement Hearing either in person or through counsel hired by you at your own expense. If you wish to be heard orally at the hearing in opposition to the approval of the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk’s Office and serve it on the Claims Administrator at the address set forth above. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation and the Fee and Expense Application.

**20. What is the Difference Between Objecting and Excluding?**

Objecting is telling the Court that you do not like something about the proposed Settlement or any part of it, including the proposed Plan of Allocation, and Fee and Expense Application. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**21. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a hearing to decide whether to approve the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application (the “Settlement Hearing”). You may attend and you may ask to speak, but you do not have to.

The Settlement Hearing will take place at 1:30 p.m., on June 6, 2016, at the United States District Court for the Central District of California, Courtroom 6, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Wilson will listen to people who have asked to speak at the hearing. See Question 19, above. The Court will also decide whether to approve the proposed Plan of Allocation and the payment of fees and

expenses to Plaintiffs' Counsel. The Court may decide these issues at the hearing or take them under consideration and decide them at a later time. We do not know how long these decisions will take.

The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**22. Do I have to Come to the Hearing?**

No. Settlement Class Members do not need to attend the Settlement Hearing; thus, you are not obligated to attend. Lead Counsel will answer any questions Judge Wilson may have. Moreover, the Court will consider any submission made in accordance with the provisions in this Notice even if the Settlement Class Member does not attend the hearing. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. See Question 18, above.

**23. May I Speak at the Hearing?**

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your intention to appear in *Loritz v. Exide Technologies, et al.*, No. 2:13-cv-02607-SVW-E. Be sure to include your name, address, telephone number, your signature, and the number and type of Exide Securities purchased during the Settlement Class Period. Your notice of intention to appear must be filed with the Court at the address above (see Question 19) prior to the date of the Settlement Hearing, and be sent to the Lead Counsel, and Defendants' counsel, at the addresses below.

William B. Federman, Esq.  
A. Brooke Murphy, Esq.  
FEDERMAN & SHERWOOD  
10205 N. Pennsylvania Avenue  
Oklahoma City, OK 73120

David H. Kistenbroker, Esq.  
Carl E. Volz, Esq.  
DECHERT LLP  
35 W. Wacker Drive, Ste. 3400  
Chicago, IL 60601

*Counsel for Plaintiffs and Lead Counsel for the Settlement Class*

*Counsel for Defendants*

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**24. What Happens if I Do Nothing at All?**

If you do nothing, you will receive no money from the Settlement. But, 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 and their Corresponding Related Parties about the Released Claims in this case.

**25. How Do I Get More Information?**

This Notice is a summary and does not describe all of the details of the Stipulation of Settlement. For the precise terms and conditions of the proposed Settlement, you may review the Stipulation filed with the Court, as well as the other pleadings and records of the Action, which may be inspected during regular business hours, at the office of the Clerk of the Court, United States District Court for the Central District of California, 312 North Spring Street Los Angeles, CA 90012-4701, during regular business hours, or from Lead Counsel's website, [www.federmanlaw.com](http://www.federmanlaw.com). Settlement Class Members without access to the internet may be able to review the Stipulation on-line at locations such as a public library.

For further information regarding the proposed Settlement you may contact:

**Claims Administrator**

*Loritz v. Exide Technologies, et al.*  
c/o KCC Class Action Services  
P.O. Box 30211  
College Station, TX 77842-3211

**Counsel for Plaintiffs**

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A. Brooke Murphy, Esq.  
FEDERMAN & SHERWOOD  
10205 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Telephone: (405) 235-1560

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

Bankers, brokers, and nominees (“Nominees”) who held Exide Stock during the period June 1, 2011 through May 24, 2013, inclusive, and/or Exide 8<sup>5/8</sup>% Notes purchased in the secondary market during the period August 12, 2011 through November 9, 2012, inclusive, for the beneficial ownership of another Person, shall send the Notice and the Proof of Claim to such beneficial owners of such Exide Securities within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and the Proof of Claim to such beneficial owners. Nominees may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator. Nominees who do not intend to comply with the provisions of this paragraph are requested to notify the Claims Administrator of that fact.

DATED: April 4, 2016

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