

DISTRICT COURT
CLARK COUNTY, NEVADA

IN RE TRUNKBOW INTERNATIONAL
HOLDINGS LIMITED SHAREHOLDERS'
LITIGATION

Consolidated Case No.: A-12-671652-B
Department No.: 13

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF THE COMMON STOCK OF TRUNKBOW INTERNATIONAL HOLDINGS LIMITED ("TRUNKBOW" OR THE "COMPANY") FROM AND INCLUDING NOVEMBER 2, 2012 THROUGH, AND INCLUDING, APRIL 14, 2014, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS IN INTEREST, PREDECESSORS, SUCCESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, BUT EXCLUDING DEFENDANTS, THE IMMEDIATE FAMILY MEMBERS OF THE INDIVIDUAL DEFENDANTS, ANY ENTITY IN WHICH EITHER DEFENDANT HAS OR HAD CONTROLLING INTEREST AND AFFILIATES, OFFICERS AND DIRECTORS OF ANY ONE OR MORE OF THE FOREGOING ENTITIES, AND THE RESPECTIVE LEGAL REPRESENTATIVES, SUCCESSORS IN INTEREST, PREDECESSORS, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES OF ANY EXCLUDED PERSONS, (THE "CLASS" AND EACH MEMBER THEREOF A "CLASS MEMBER").

THIS NOTICE WAS SENT TO YOU BY ORDER OF THE COURT. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION. IF YOU ARE A CLASS MEMBER, YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION, AND THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW. IF YOU HELD COMMON STOCK OF TRUNKBOW FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO THE BENEFICIAL OWNER.

This Notice is not a lawsuit against you. You are not being sued. You have received this Notice because you may be a member of the settlement Class described in this Notice.

I. PURPOSE OF THIS NOTICE

This Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing and Right to Appear (the "Notice") is given pursuant to an Order of the District Court of Clark County, Nevada (the "Court") entered in the above-captioned action (the "Action") on October 8, 2014. The terms and conditions of the settlement (the "Settlement") are embodied in a Stipulation of Settlement and Release (the "Stipulation") entered into on August 6, 2014, by and between: (i) the plaintiffs in the Action ("Plaintiffs"), on behalf of themselves and each of the Class Members, by and through their counsel of record in the Action; (ii) Defendant Trunkbow, by and through its counsel of record in the Action; and (iii) Defendant Trunkbow International Merger Sub Limited ("Merger Sub"), by and through its counsel of record in the Action (together with Plaintiffs and Trunkbow, the "Appearing Parties,"). The purpose of this Notice is to inform you of (i) the pendency and proposed Settlement by means of the Stipulation; (ii) the Court's preliminary approval of the Settlement and conditional certification of the Class for purposes of the Settlement; and (iii) your right to participate in a hearing to be held on December 22, 2014 at 9:00 a.m. (the "Settlement Hearing") at the Eighth Judicial District Court, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, to: (i) determine whether the Court should certify a non-opt out class consisting of all persons or entities who held shares of Trunkbow, either of record or beneficially at any time from and including November 2, 2012, through and including April 14, 2014; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate and whether the Order and Final Judgment as provided for in the Stipulation should be entered by the Court (the "Final Approval"); (iii) determine whether judgment should be entered pursuant to the Stipulation, inter alia, dismissing the Action with prejudice on the merits; (iv) determine whether, and in what amount, the Court should approve Plaintiffs' application for an award of attorneys' fees, costs, and expenses; (v) determine whether all Released Claims should be fully, finally and forever be released as set forth in the Stipulation; (vi) determine whether to bar and enjoin the prosecution of all Released Claims against any released Person, including but not limited to any claims for attorneys' fees and expenses (including but not limited to any such claims arising out of, relating to, or in connection with the Settlement), except as otherwise provided for in the Stipulation; and (vii) hear and determine other matters relating to the proposed Settlement.

The Court has determined that for purposes of the Settlement only, the Action shall be conditionally certified as a non-opt-out class action pursuant to Nevada Rule of Civil Procedure 23 on behalf of the Class.

This Notice describes the rights that you may have pursuant to the Settlement and what steps you may take, but are not required to take, in relation to the Settlement. The Appearing Parties believe that the terms of the Settlement are fair, reasonable, and adequate. They have concluded that further litigation of the Action could be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially in complex shareholder litigation like the Action. The Appearing Parties therefore believe that it is desirable that the Action be fully and finally settled in the manner described in the Stipulation. If the Court approves the Settlement, the Appearing Parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment (the "Order and Final Judgment") dismissing the Action with prejudice on the merits as to all Defendants and releasing claims in accordance with the terms of the Stipulation. The Court expressly retains its power to adjourn the Settlement Hearing without any further notice to the Class other than an announcement at the Settlement Hearing or any adjournment thereof and to approve the Stipulation with minor modification without further Notice to the Class

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. HISTORY AND BACKGROUND OF THE ACTION

On November 2, 2012, Trunkbow announced that Dr. Wanchun Hou, chairman of the Company's board of directors ("Dr. Hou"), and Mr. Qiang Li, chief executive officer and a director of the Company ("Mr. Li"), proposed to the Company's board of directors (the "Board") that they would acquire all the outstanding shares of the Company common stock not already beneficially owned by Dr. Hou and Mr. Li for US\$ 1.46 per share in cash (the "Proposal"). The Company also announced that the Board formed a special committee of independent directors (the "Special Committee") consisting of Dr. Kokhui Tan, Dr. Tingjie Lv, and Mr. Zhaoxing Huang to consider the Proposal.

On November 8, 2012, *Hansen v. Trunkbow, et al.*, Case No. A-12-671652-C (now A-12-671652-B) (the "*Hansen Action*") was filed before the Court and on November 14, 2012, *Robert Davis v. Hou, et al.*, Case No. A-12-671946-C (the "*Davis Action*") was filed before the Court. Both actions were purportedly filed on behalf of all shareholders of the Company, other than the named defendants and their respective affiliates, challenging the Proposal.

On November 14, 2012, the Special Committee announced its engagement of Shearman & Sterling LLP ("Shearman") as its legal counsel, and Duff & Phelps, LLC ("Duff & Phelps") as its financial advisor in connection with the Proposal.

In and around mid-February 2013, Dr. Hou and Mr. Li decided to suspend the proposed going-private transaction to focus on the management and operations of the Company. This decision was made in response to business challenges faced by the Company, which, in January 2013, experienced certain delays in concluding sales contracts with key customers and received indications from its key customers that they might decrease or delay the procurement of the Company's products in the first two quarters of 2013.

In early September 2013, Dr. Hou and Mr. Li considered resuming the proposed going-private transaction in anticipation of the Company's improved business operations in the third quarter of 2013, which primarily resulted from the management's efforts to enhance the Company's sales and marketing and to improve the operational efficiency of the Company.

On December 10, 2013, Trunkbow announced that it entered into a definitive merger agreement (the "Merger Agreement") with Trunkbow Merger Group Limited ("Parent"), a British Virgin Islands company wholly owned by Dr. Hou and Mr. Li, and Merger Sub, a wholly owned, direct subsidiary of Parent. Subject to the terms and conditions of the Merger Agreement, Merger Sub would be merged with and into the Company, with the Company continuing as the surviving company after the merger as a wholly owned subsidiary of Parent, and each share of the Company's common stock issued and outstanding immediately prior to the effective time of the merger would be converted into the right to receive US \$1.46 in cash without interest (the "Merger").

On December 20, 2013, Trunkbow filed with the U.S. Securities and Exchange Commission (the "SEC") a Preliminary Proxy Statement and Notice of Special Meeting of Stockholders on Schedule 14A with respect to the proposed Merger (the "Preliminary Proxy Statement").

Between December 20, 2013 and January 7, 2014, five additional actions were filed in the Court purportedly on behalf of all stockholders of the Company, other than the named defendants and their respective affiliates, asserting claims against Trunkbow, Parent, Merger Sub, Dr. Hou, Mr. Li and other members of the Board (collectively, the "Defendants"): (1) *Jason Lines v. Trunkbow Int'l Holdings Ltd., et al.*, Case No. A-13-693474-C; (2) *William Morgan v. Hou, et al.*, Case No. A-13-693613-C; (3) *Troy Hertel v. Trunkbow Int'l Holdings Ltd., et al.*, Case No. A-13-693654-C; (4) *Lu Sun v. Trunkbow Int'l Holdings Ltd., et al.*, Case No. A-14-694023-C; and (5) *Jean Fontaine v. Trunkbow Int'l Holdings Ltd. et al.*, Case No. A-14-694147-C. The complaints generally alleged that the Merger Agreement was entered into as a result of an unfair process and for an unfair price and the Defendants breached, or aided and abetted the breach of, fiduciary duties to the Company's stockholders. In addition, the *Morgan, Hertel, Sun* and *Fontaine* Actions alleged that

the Preliminary Proxy Statement omitted information necessary for it not to be materially misleading and asserted claims for violation of the duty of candor.

On January 9, 2014, counsel for all the named plaintiffs except *Davis* (referred to collectively as the “Plaintiffs”, and together with Defendants, “Parties”) filed a motion seeking consolidation of all the filed actions (as well as any similar actions that may be filed) into a single proceeding, for appointment of Plaintiffs as lead plaintiffs, and for appointment of co-lead counsel, co-liaison counsel, and for a plaintiffs’ counsels’ executive committee to oversee the litigation of a consolidated action. At the time it was filed, there were seven actions pending, namely:

- (1) *Hansen v. Trunkbow Int’l Holdings Ltd.*, No. A-12-671652-C (now A-12-671652-B);
- (2) *Davis v. Hou*, No. A-12-671946-C;
- (3) *Lines v. Trunkbow Int’l Holdings Ltd.*, No. A-13-693474-C;
- (4) *Morgan v. Hou*, No. A-13-693613-C;
- (5) *Hertel v. Trunkbow Int’l Holdings Ltd.*, No. A-13-693654-C;
- (6) *Lu Sun v. Trunkbow Int’l Holdings Ltd.* No. A-14-694023-C; and
- (7) *Jean Fontaine v. Trunkbow Int’l Holdings Ltd.* No. A-14-694147-C.

On January 10, 2014, the plaintiffs in the *Davis Action* voluntarily dismissed the *Davis Action* without prejudice.

On January 29, 2014, Trunkbow filed with the SEC Amendment 1 to the Preliminary Proxy Statement on Schedule 14A.

The Parties agreed to the confidential exchange of informal expedited discovery, including the deposition of Dr. Kokhui Tan, the Chairman of the Special Committee, and the deposition of Robert Bartell, a Managing Director of Duff & Phelps. Between February 12, 2014 and March 11, 2014, pursuant to Plaintiffs’ document requests, the Company produced confidential documents including, but not limited to, the engagement letter between the Company and Duff & Phelps, minutes of meetings of the Board and the Special Committee, presentations made to the Board by Duff & Phelps, financial projections prepared by management, and other documents relating to the Merger.

On February 24, 2014, Trunkbow filed with the SEC Amendment 2 to the Preliminary Proxy Statement on Schedule 14A.

On March 10, 2014, Trunkbow filed with the SEC the Definitive Proxy Statement and Notice of Special Meeting of Stockholders on Schedule 14A (the “Definitive Proxy Statement”) setting April 14, 2014 as the meeting date for the special meeting of Trunkbow stockholders to consider the proposal to adopt the Merger Agreement.

On March 12, 2014, Plaintiffs’ Counsel (defined below) took the deposition of Dr. Kokhui Tan, the Chairman of the Special Committee.

On March 13, 2014, the Court entered an Order of Consolidation and Appointment of Lead Counsel, (1) consolidating the remaining six actions under the caption *In re Trunkbow International Holdings Limited Shareholders Litigation*, No. A-12-671652-B; (2) appointing the law firms of Faruqi & Faruqi LLP and Pomerantz LLP as Co-Lead Counsel for Plaintiffs; (3) designating the law firms of Cooksey, Toolen, Gage, Duffy & Woog, P.C., and Muckleroy Johnson as Plaintiffs’ co-Liaison Counsel and (4) appointing the law firms of Wolf Popper LLP, Brodsky & Smith LLC, The Rosen Law Firm and Milberg LLP, to an Executive Committee (collectively, the “Plaintiffs’ Counsel”).

On March 21, 2014, Plaintiffs’ Counsel took the deposition of Robert Bartell, a Managing Director of Duff & Phelps, following the production of documents earlier in March by Duff & Phelps.

On April 7, 2014, the Company filed a supplement to the proxy statement on Schedule 14A with the SEC containing supplemental disclosures to the Definitive Proxy Statement, which forms the basis for the Settlement of the Action (the “Supplemental Disclosures”). The Supplemental Disclosures are set forth in Exhibit A attached hereto, which is a true and correct copy of the Supplemental Disclosures on Scheduled 14A. The Company acknowledges that the Supplemental Disclosures as referenced herein, are a benefit to members of the Class. The Company acknowledges that the filing and prosecution of the Action by Plaintiffs and discussions with Plaintiffs’ Counsel in the Action were substantial factors in the decision to issue the Supplemental Disclosures.

On April 11, 2014, the Appearing Parties executed a Memorandum of Understanding (the “MOU”).

On April 14, 2014, Trunkbow held a special meeting of its shareholders at which the Company’s shareholders voted to approve the Merger. The Merger was consummated on the same date.

On August 6, 2014, the Appearing Parties entered into the Stipulation embodying the Settlement.

III. THE SETTLEMENT

As a direct result of the prosecution of the Action and the negotiations between the Parties, a Settlement has been reached under the following terms:

On April 7, 2014, as a result of the pendency and prosecution of the Action, but without admitting any wrongdoing, Trunkbow filed the Supplemental Disclosures with the SEC on Schedule 14A, prior to the special meeting of the Trunkbow stockholders to vote on the Merger Agreement, a copy of which is attached hereto as Exhibit A, in return for the release of the Released Persons (as defined in the Stipulation) from the Released Claims (as defined in the Stipulation).

Defendants have also agreed, pursuant to the terms in the Stipulation, that Trunkbow (or its successors in interest) shall pay, on behalf, and for the benefit, of Defendants in the Action, all costs and expenses incurred in providing this Notice, as well as any reasonable costs and expenses related to the administration of the Settlement. Plaintiffs have agreed to dismiss the Action with prejudice, which dismissal will be incorporated into an Order and Final Judgment.

Trunkbow has also agreed, pursuant to the terms in the Stipulation, that Trunkbow (or its insurer(s) or successor(s)), on behalf of itself and for the benefit of the other Defendants in the Action, shall pay, or cause to be paid to Plaintiffs' Counsel, fees in an amount not to exceed \$600,000, plus all reasonable and documented expenses not to exceed an aggregate amount of \$25,000.

If you are a Class Member, you (1) will be bound by any judgment entered in this Action whether or not you actually receive this Notice; and (2) will be barred from seeking further relief on the claims asserted in the Action. The full terms of the Settlement are set forth in the Stipulation (see Section X below).

IV. ORDER AND FINAL JUDGMENT

At the Settlement Hearing, the Parties will jointly ask the Court to enter an Order and Final Judgment which will, among other things:

- a. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate to the Class, and direct consummation of the terms and provisions of the Settlement;
- b. Dismiss the Action with prejudice, on the merits but without costs to be assessed against Plaintiffs and all rights of appeal therefrom waived (but not including waiver of any Class Member's right of appeal, if any, from the Settlement itself);
- c. Provide for the final release of claims as described and set forth in the Stipulation;
- d. Permanently bar and enjoin the prosecution of all Released Claims against any Released Person, including but not limited to any claim for attorneys' fees and expenses (including but not limited to any such claims arising out of, relating to, or in connection with the Settlement), except as otherwise provided for in the Stipulation;
- e. Grant Plaintiffs' application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs' Counsel; and
- f. Reserve jurisdiction for purposes of effectuating the Settlement and for all matters pertaining to Plaintiffs' Counsel's application for attorneys' fees and reimbursement of expenses and/or any award by the Court of attorneys' fees and expenses to Plaintiffs' Counsel.

In the event that the Court does not enter an Order and Final Judgment approving the Settlement for any reason whatsoever, then the Settlement shall be null and void. The full and complete description of the terms and conditions of the Settlement may be found in the Stipulation, which is on file with the Court. (See Section X)

V. RELEASES

The Stipulation provides that, as of the date when the Court's Order and Final Judgment approving the Settlement is finally affirmed on appeal or is no longer subject to appeal (the "Effective Date"), the following claims will be completely, individually, and collectively, fully, finally, and forever settled, released, relinquished, extinguished, discharged, dismissed with prejudice on the merits, to the fullest extent permitted by law: any and all known and unknown claims of every nature and description whatsoever, for damages, injunctive relief, or any other remedies, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, that have been or could have been asserted by Plaintiffs or any Class Member in his, her, or its capacity as a shareholder of Trunkbow in any forum, including class, derivative, individual, or other claims, against any of the Released Persons, whether based upon any state, federal, foreign, common law, statutory, regulatory, or other law or rule, including, without limitation, claims under federal or state securities laws arising out of, related to, or concerning: (i) the allegations contained in the Action; (ii) the Merger, the Merger agreement, and the ancillary agreements entered into in connection with the Merger, including any deliberations, negotiations, agreements and disclosures related to the Merger, and any compensation or other payments made to any Defendant in connection with the Merger; (iii) the consideration received by Plaintiffs or any Class Member in connection with the Merger; (iv) the disclosures related to the Merger and any amendments thereto; (v) any matter that could have been asserted in the Action regarding the Merger or any disclosure or alleged failure to disclose, with or without scienter, material facts to shareholders in connection with the Merger; or (vi) any alleged aiding and abetting of any of the foregoing

in connection with the Merger; provided, however, that the Plaintiffs and each of the Class Members shall retain the right to enforce in the Court the terms of the Stipulation and the Settlement.

In addition, upon the Effective Date, each Defendant and Released Person shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled, released, extinguished, and discharged, completely, individually, and collectively, Plaintiffs, each and all of the Class Members and Plaintiffs' Counsel, from all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, provided however, that Defendants and the Released Persons shall retain the right to enforce in the Court the terms of this Stipulation and the Settlement.

Also effective upon the Effective Date, Plaintiffs and the Released Persons shall expressly waive, relinquish and release, and each Class Member shall be deemed to have, and by operation of the Order and Final Judgment, shall have, expressly waived, relinquished and released, to the extent applicable, and to the full extent permitted by law, any and all rights and benefits they now have, or in the future may have, pursuant to § 1542 of the California Civil Code, or any law of the United States or any other 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, which provides:

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.

The Appearing Parties also acknowledge, and the Class Members shall be deemed to have acknowledged, that they or Class Members may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is the intention of the Released Persons and Plaintiffs, and by operation of the Order and Final Judgment and law the Class Members, to fully, finally, and forever settle and release any and all Released Claims, whether known or unknown, suspected or unsuspected, which now exist or heretofore existed or may hereafter exist, without regard to the subsequent discovery or existence of such additional or different facts. The Appearing Parties acknowledge, and the Class Members by operation of the Order and Final Judgment and law shall be deemed to have acknowledged, that the inclusion of unknown claims in the definition of Released Claims and the foregoing waiver were separately bargained for and were key and material elements of the Settlement of which this release is a part and were relied upon by each and all of the Appearing Parties in entering into the Stipulation.

VI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS, INCLUDING BROKERS AND OTHER NOMINEES

The Court has requested that record holders of common shares of Trunkbow included in the Class who held such common shares for the benefit of others (including, for example, brokerage firms and banks) at any time between and including November 2, 2012 through April 14, 2014, either send this Notice to all of their respective beneficial owners of such shares within seven (7) days after receipt of the Notice or provide Defendants, or their agent identified in this Notice, with lists of the names and addresses of such beneficial owners.

VII. PLAINTIFFS' COUNSELS' ATTORNEYS' FEES, COSTS, AND EXPENSES

After negotiating the Supplemental Disclosures and all other terms of the Settlement, the Parties negotiated the amount of attorneys' fees and expenses that, subject to the terms and conditions of the Stipulation and approval by the Court, Trunkbow would pay, or cause to be paid, to Plaintiffs' Counsel. As a result of those negotiations, Trunkbow or its successor(s), on behalf of itself and for the benefit of all Defendants, has agreed, subject to Court approval, to pay to Plaintiffs' Counsel, or cause to be paid, fees in an amount not to exceed \$600,000, plus all reasonable and documented expenses not to exceed an aggregate amount of \$25,000 in connection with the Action (the "Fee Petition"), which shall be the only fee application made in the Action. The Settlement, however, is not conditioned on the Court awarding such an amount – or any particular amount – of attorneys' fees, costs, and expenses.

The attorneys' fees and expense award will not reduce the amounts payable to stockholders in the Merger.

VIII. THE SETTLEMENT HEARING

The proposed Settlement and the Fee Petition are subject to approval by the Court. The Settlement Hearing will be held before the Court on December 22, 2014 at 9:00 a.m., at the Eighth Judicial District Court, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, to (i) determine whether the Court should certify a non-opt out class consisting of all persons or entities who held shares of Trunkbow, either of record or beneficially at any time from and including November 2, 2012 through April 14, 2014; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate, and whether the Order and Final Judgment as provided for in the Stipulation should be entered by the Court; (iii) determine whether judgment should be entered pursuant to the Stipulation, inter alia, dismissing the Action with prejudice on the merits; (iv) consider the Fee Petition and determine whether, and in what amount, the Court should approve the Fee

Petition; (v) determine whether all Released Claims should be fully, finally and forever be released as set forth in the Stipulation; (vi) determine whether to bar and enjoin the prosecution of all Released Claims against any released Person, including but not limited to any claims for attorneys' fees and expenses (including but not limited to any such claims arising out of, relating to, or in connection with the Settlement), except as otherwise provided for in the Stipulation; and (vii) hear and determine other matters relating to the proposed Settlement.

If you file and serve a timely written objection to the Settlement or the Fee Petition, you may appear at the Settlement Hearing in person or through an attorney retained at your own expense. If you wish to appear at the Settlement Hearing, you must notify the Court and counsel IN WRITING of your intention to do so, with your written objection filed as described in this Notice. Do not call or personally contact the Court about matters set forth in this Notice.

In the event that the Court does not enter the Order and Final Judgment approving the Settlement for any reason whatsoever, or if that Order and Final Judgment is materially modified, vacated, or reversed on appeal, then the Settlement shall be null and void. The full and complete description of the terms and conditions of the Settlement may be found in the Stipulation, which is on file with the Court.

IX. YOUR RIGHT TO APPEAR AND OBJECT AT THE SETTLEMENT HEARING

Any Class Member may, but is not required to, appear at the Settlement Hearing in person or by counsel and show cause if he, she or it has any reason why the Settlement and/or Fee Petition should or should not be approved, or why the Order and Final Judgment should or should not be entered. However, no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Fee Petition or, if approved, the Order and Final Judgment to be entered thereon, unless that Person has filed with the Court and served on the following counsel by mail postmarked at least fourteen (14) days before the Settlement Hearing, (i) a written notice of objection, including a written notice of his, her or its intention to appear if he, she or it intends to do so, (ii) proof establishing membership in the Class, (iii) a written statement of the position he, she or it will assert, (iv) the reasons for his, her or its position, and (v) copies of any papers, briefs or other matter they wish the Court to consider:

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– and –

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Any Class Member who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation or the Fee Petition, in this or any other action or proceeding, unless otherwise ordered by the Court. Any Class Member who does not object to the Settlement or any other matter to be considered at the Settlement Hearing need not do anything.

X. EXAMINATION OF PAPERS

This Notice is not all-inclusive. The references in this Notice to the pleadings in this Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, the claims that have been asserted by Plaintiffs, and the terms and conditions of the Settlement, you may inspect the complete Stipulation, the Complaint, and the other papers on file with the Court in the Action. You or your attorney may examine the Court's files during regular business hours of each business day at the office of the Clerk of the Eighth Judicial District Court, Clark County, Nevada, 200 Lewis Avenue, Las Vegas, NV, 89101.

IF YOU HAVE ANY QUESTIONS, PLEASE MAKE ALL INQUIRIES TO:

Trunkbow Shareholder Litigation
Notice Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael CA 94912-8040

PLEASE DO NOT CONTACT THE COURT DIRECTLY

Dated: October 22, 2014

DISTRIBUTED BY ORDER OF THE DISTRICT
COURT OF CLARK COUNTY, NEVADA