

---

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**Form 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 14, 2018

**Motorcar Parts of America, Inc.**

(Exact name of registrant as specified in its charter)

New York  
(State or other jurisdiction of incorporation)

001-33861  
(Commission File Number)

11-2153962  
(IRS Employer Identification No.)

2929 California Street, Torrance CA  
(Address of principal executive offices)

90503  
(Zip Code)

Registrant's telephone number, including area code: (310) 212-7910

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

**Item 1.01. Entry into a Material Definitive Agreement.**

On November 14, 2018, Motorcar Parts of America, Inc. (the “Company”) amended its Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended to date, the “Loan Agreement”) by entering into the First Amendment to Loan Agreement (the “First Amendment”) with D & V Electronics Ltd., as the Canadian borrower, PNC Bank, National Association, as agent, and the financial institutions party thereto. The First Amendment, among other things, extends the due date for (a) the quarterly financial statements required to be delivered under the Loan Agreement for the quarter ended September 30, 2018 and (b) the monthly financial statements required to be delivered under the Loan Agreement for the month ended October 31, 2018 and the month ending November 30, 2018.

The foregoing summary of the First Amendment does not purport to be complete and is qualified in its entirety by reference to the terms of the First Amendment, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing**

On November 20, 2018, the Company issued a press release relating to the receipt of a notice on November 15, 2018 from The Nasdaq Stock Market (“Nasdaq”) indicating that the Company is not in compliance with Nasdaq listing rules because the Company’s Form 10-Q for the quarter ended September 30, 2018 was not timely filed. The notice was issued in accordance with standard Nasdaq procedures as a result of the delayed filing. The Company is working diligently to complete its Form 10-Q and is also finalizing a plan for compliance to submit to Nasdaq no later than 60 calendar days from the date of the notice (or January 14, 2019). A copy of the press release relating to the notice is attached as Exhibit 99.1 and is incorporated herein by reference.

The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for certain forward-looking statements. The statements contained in this Form 8-K that are not historical facts, including but not limited to, statements regarding the time for the Company to regain compliance with the Nasdaq listing rules, are forward-looking statements based on the Company’s current expectations and beliefs concerning future developments and their potential effects on the Company. These forward-looking statements involve significant risks and uncertainties (some of which are beyond the control of the Company) and are subject to change based upon various factors. Reference is also made to the Risk Factors set forth in the Company’s Form 10-K Annual Report filed with the Securities and Exchange Commission (the “SEC”) in June 14, 2018 for additional risks and uncertainties facing the Company. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as the result of new information, future events or otherwise.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

| <b>Exhibit No.</b>   | <b>Description</b>  |
|----------------------|---|
| <a href="#">10.1</a> | First Amendment to Amended and Restated Loan Agreement, dated as of November 14, 2018, among Motorcar Parts of America, Inc., D & V Electronics Ltd., each lender from time to time party thereto, and PNC Bank, National Association, as administrative agent. |
| <a href="#">99.1</a> | Press Release dated November 20, 2018.  |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MOTORCAR PARTS OF AMERICA, INC.

Date: November 20, 2018

/s/ Michael M. Umansky

Michael M. Umansky  
Vice President and General Counsel

---

**FIRST AMENDMENT TO AMENDED AND RESTATED****LOAN AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT, dated as of November 14, 2018 (this “First Amendment”) to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of June 5, 2018 (as amended, restated, amended and restated, refinanced, replaced, supplemented, modified or otherwise changed from time to time, the “Loan Agreement”), by and among Motorcar Parts of America, Inc., a corporation organized under the laws of the State of New York (“MPA”, and together with each Person organized under the laws of a State of the United States joined thereto as a borrower from time to time, collectively, the “US Borrowers”, and each, a “US Borrower”), D & V Electronics Ltd., a corporation amalgamated and existing under the laws of the Province of British Columbia (“D&V” and together with each Person organized under the laws of Canada joined thereto as a borrower from time to time, collectively, the “Canadian Borrowers”, and each, a “Canadian Borrower”; the Canadian Borrowers and the US Borrowers are referred to therein each as a “Borrower” and collectively as “Borrowers”), each Person joined thereto as a guarantor from time to time, the financial institutions which are now or which thereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and PNC BANK, NATIONAL ASSOCIATION (“PNC”), as agent for the Lenders (in such capacity, the “Agent”).

WHEREAS, Borrowers, Agent and the Required Lenders wish to amend certain terms and provisions of the Loan Agreement as hereafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Defined Terms. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Loan Agreement.
2. Amendments.
  - (a) New Definitions. The following new definitions are hereby added to the Loan Agreement in appropriate alphabetical order:
    - “First Amendment” means that certain First Amendment to Amended and Restated Loan Agreement, dated as of November 14, 2018, by and among Borrowers, Agent and the Lenders party thereto.
    - “First Amendment Effective Date” means the date on which the conditions precedent to the effectiveness of the First Amendment are fulfilled or waived.
    - “Revised or Restated Monthly Financial Statements” shall have the meaning set forth in Section 9.9 hereof.
    - “Revised or Restated Quarterly Financial Statements” shall have the meaning set forth in Section 9.8 hereof.

(b) Section 9.8 of the Loan Agreement is hereby amended by inserting the following sentence immediately following the last sentence of Section 9.8:

“Notwithstanding the forgoing, with respect to the deliverables under this Section 9.8 for the quarter ended on September 30, 2018 and the related Compliance Certificate, the Company shall furnish Agent and Lenders such deliverables on or before January 14, 2019 or promptly after the same are available (“Revised or Restated Quarterly Financial Statements”); provided, that, the Company shall continue to furnish Agent and Lenders with internally prepared deliverables under this Section 9.8 as required without giving effect to this sentence and without giving effect to any accounting adjustments which will be reflected in the Revised or Restated Quarterly Financial Statements until the Revised or Restated Quarterly Financial Statements are delivered to Agent and Lenders.”

(c) Section 9.9 of the Loan Agreement is hereby amended by inserting the following sentence immediately following the last sentence of Section 9.9:

“Notwithstanding the forgoing, with respect to the deliverables under this Section 9.9 for the month ended on October 31, 2018 and the month ending on November 30, 2018, the Company shall furnish Agent and Lenders such deliverables on or before January 14, 2019 or promptly after the same are available (“Revised or Restated Monthly Financial Statements”); provided, that, the Company shall continue to furnish Agent and Lenders with internally prepared deliverables under this Section 9.9 as required without giving effect to this sentence and without giving effect to any accounting adjustments which will be reflected in the Revised or Restated Monthly Financial Statements until the Revised or Restated Monthly Financial Statements are delivered to Agent and Lenders.”

3. Conditions to Effectiveness. The effectiveness of this First Amendment is subject to the fulfillment of each of the following conditions precedent (the date such conditions are fulfilled or are waived by Agent is hereinafter referred to as the “First Amendment Effective Date”):

(a) Representations and Warranties: No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in this First Amendment, ARTICLE V of the Loan Agreement and in each other Loan Document, certificate, or other writing delivered to Agent or any Lender pursuant hereto or thereto on or prior to the First Amendment Effective Date are true and correct in all material respects (and in all respects if such representation and warranty is already qualified by materiality or by reference to a Material Adverse Effect) on and as of the First Amendment Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (and in all respects if such representation and warranty is already qualified by materiality or by reference to a Material Adverse Effect) on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date or would result from this First Amendment becoming effective in accordance with its terms.

(b) Execution of Amendment. Agent and the Required Lenders shall have executed this First Amendment and shall have received a counterpart to this First Amendment, duly executed by each Loan Party.

(c) Payment of Fees, Etc. Borrowers shall have paid, on or before the First Amendment Effective Date, all fees and invoiced costs and expenses then payable by Borrowers pursuant to the Loan Documents, including, without limitation, Section 16.9 of the Loan Agreement. All fees under this Section 3(c) shall be fully earned and payable as of the First Amendment Effective Date, and may be charged by Agent to the US Borrowers' Account.

4. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this First Amendment, and to consummate the transactions contemplated hereby and by the Loan Agreement, as amended hereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified or in good standing could not reasonably be expected to result in a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of this First Amendment, and the performance of the Loan Agreement, as amended hereby, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene any of its Organizational Documents or any Applicable Law in any material respect or any material Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Body is required in connection with the due execution, delivery and performance of this First Amendment by the Loan Parties, and the performance of the Loan Agreement, as amended hereby.

(d) Enforceability of this First Amendment. This First Amendment and the Loan Agreement, as amended hereby, when delivered hereunder, will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(e) Representations and Warranties: No Event of Default. The statements in Section 3(a) of this First Amendment are true and correct.

5. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Affiliates has any claim or cause of action against Agent or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) and (b) Agent and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to the Loan Parties and their Affiliates under the Loan Agreement and the other Loan Documents that are required to have been performed on or prior to the date hereof. Notwithstanding the foregoing, Agent and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of Agent and the Lenders' rights, interests, security and/or remedies under the Loan Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this First Amendment and other good and valuable consideration, each Loan Party (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release and forever discharge Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the First Amendment Effective Date directly arising out of, connected with or related to this First Amendment, the Loan Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or advances or the Collateral.

6. No Novation: Reaffirmation and Confirmation.

(a) This First Amendment does not extinguish the obligations for the payment of money outstanding under the Loan Agreement or discharge or release the lien or priority of any mortgage, security agreement, pledge agreement or any other security therefore. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Loan Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this First Amendment shall be construed as a release or other discharge of Borrowers under the Loan Agreement, or the other Loan Documents, as amended hereby, from any of its obligations and liabilities as "Borrowers" thereunder.

(b) Borrowers hereby (i) acknowledge and reaffirm its obligations as set forth in each Loan Document, as amended hereby, (ii) agree to continue to comply with, and be subject to, all of the terms, provisions, conditions, covenants, agreements and obligations applicable to it set forth in each Loan Document, as amended hereby, which remain in full force and effect, and (iii) confirm, ratify and reaffirm that the security interest granted to Agent, for the benefit of Agent and the Lenders, pursuant to the Loan Documents, as amended hereby, in all of its right, title, and interest in all then existing and thereafter acquired or arising Collateral in order to secure prompt payment and performance of the Obligations, is continuing and is and shall remain unimpaired and continue to constitute a first priority security interest (subject to Permitted Liens) in favor of Agent, for the benefit of Agent and the Lenders, with the same force, effect and priority in effect both immediately prior to and after entering into this First Amendment.

7. Miscellaneous.

(a) Continued Effectiveness of the Loan Agreement and the Other Loan Documents. Except as otherwise expressly provided herein, the Loan Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that on and after the First Amendment Effective Date (i) all references in the Loan Agreement to “this Agreement”, “hereto”, “hereof”, “hereunder” or words of like import referring to the Loan Agreement shall mean the Loan Agreement as amended by this First Amendment and (ii) all references in the other Loan Documents to the “Loan Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Loan Agreement shall mean the Loan Agreement as amended by this First Amendment. To the extent that the Loan Agreement or any other Loan Document purports to pledge to Agent, or to grant to Agent, a security interest or lien, such pledge or grant is hereby ratified and confirmed in all respects. Except as expressly provided herein, the execution, delivery and effectiveness of this First Amendment shall not operate as an amendment of any right, power or remedy of Agent and the Lenders under the Loan Agreement or any other Loan Document, nor constitute an amendment of any provision of the Loan Agreement or any other Loan Document.

(b) Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this First Amendment by fax or electronic mail shall be equally as effective as delivery of an original executed counterpart of this First Amendment. Original signature pages shall promptly be provided to Agent.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

(d) Costs and Expenses. Borrowers agree to pay on demand all fees, costs and expenses of Agent and the Lenders in connection with the preparation, execution and delivery of this First Amendment.

(e) First Amendment as Other Document. Each Loan Party hereby acknowledges and agrees that this First Amendment constitutes an “Other Document” under the Loan Agreement. Accordingly, it shall be an Event of Default under the Loan Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this First Amendment, which representation or warranty is (A) subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any respect when made or deemed made, or (B) not subject to a materiality or a Material Adverse Effect qualification, shall have been incorrect in any material respect when made or deemed made or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this First Amendment (subject to any applicable notice or grace periods under the Loan Agreement).

(f) Severability. Any provision of this First Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(g) Governing Law. This First Amendment shall be governed by and construed in accordance with, the laws of the State of New York.

(h) Waiver of Jury Trial. **THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS FIRST AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.**

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed and delivered by their respective duly authorized officers as of the date first written above.

US BORROWER:

**MOTORCAR PARTS OF AMERICA, INC.**

By: /s/ Selwyn Joffe

Name: Selwyn Joffe

Title: Chairman, President and Chief Executive Officer

Signature Page to First Amendment to A&R Loan Agreement

---

CANADIAN BORROWER:

**D & V ELECTRONICS LTD.**

By: /s/ Selwyn Joffe

Name: Selwyn Joffe

Title: Chairman, President and Chief Executive Officer

Signature Page to First Amendment to A&R Loan Agreement

---

AGENT AND LENDER:

**PNC BANK, NATIONAL ASSOCIATION**

By: /s/ Albert Sarkis  
Name: Albert Sarkis  
Title: Senior Vice President

Signature Page to First Amendment to A&R Loan Agreement

---

LENDERS:

**ISRAEL DISCOUNT BANK OF NEW YORK**

By: /s/ Michael D. Gullo  
Name: Michael D. Gullo  
Title: First Vice President

By: /s/ Barry Solomon  
Name: Barry Solomon  
Title: First Vice President

Signature Page to First Amendment to A&R Loan Agreement

---

**WEBSTER BUSINESS CREDIT CORPORATION**

By: /s/ Harvey Winter  
Name: Harvey Winter  
Title: Senior Vice President

Signature Page to First Amendment to A&R Loan Agreement

---

**BANK HAPOALIM B.M.**

By: /s/ Lenroy Hackett  
Name: Lenroy Hackett  
Title: Senior Vice President

By: /s/ Marline Alexander  
Name: Marline Alexander  
Title: First Vice President

Signature Page to First Amendment to A&R Loan Agreement

---

**CATHAY BANK**

By: /s/ Albert D. Perez  
Name: Albert D. Perez  
Title: First Vice President

Signature Page to First Amendment to A&R Loan Agreement

---



**NEWS RELEASE**

CONTACT:  
Gary S. Maier  
(310) 471-1288

**MOTORCAR PARTS OF AMERICA RECEIVES NOTICE FROM NASDAQ DUE TO DELAYED FILING OF FORM 10-Q**

**LOS ANGELES, CA – November 20, 2018** – Motorcar Parts of America, Inc.

(Nasdaq: MPAA) today announced it received a notice from the NASDAQ Stock Market on November 15, 2018 indicating that the company is not in compliance with NASDAQ listing rules because its Form 10-Q for its fiscal 2019 second quarter ended September 30, 2018 was not timely filed. The notice, which the company expected, was issued in accordance with standard NASDAQ procedures as a result of the delayed filing. Timely filing of periodic reports is a requirement for continued listing under NASDAQ Marketplace Rule 5250(c)(1).

The delay in filing is due to the company's inability to timely process the financial information for its fiscal 2019 second quarter, which is primarily related to a review of accounting practices associated with the timing of recognizing certain expenses incurred in connection with new business. These expenses are primarily allowances for core inventory purchase obligations at the start of a new business relationship.

The company does not believe this review of the accounting for new business contracts will affect its liquidity, operations or strong growth momentum.

The company continues to focus significant efforts on completing the processing of this information and expects to file its Form 10-Q for the fiscal 2019 second quarter ended September 30, 2018 as soon as practicable. Upon completion of these filings, Motorcar Parts of America will be current in its financial reporting.

The NASDAQ notice directs the company to submit a plan by January 14, 2019. The company expects to address the notice by filing its Form 10-Q and submitting a required updated compliance plan within such timeframe.

**About Motorcar Parts of America**

**Motorcar Parts of America, Inc.** is a remanufacturer, manufacturer and distributor of automotive aftermarket parts – including alternators, starters, wheel bearing and hub assemblies, brake master cylinders, brake power boosters, rotors, brake pads and turbochargers utilized in imported and domestic passenger vehicles, light trucks and heavy-duty applications. In addition, the company designs and manufactures test equipment for performance, endurance and production testing of alternators, starters, electric motors, inverters and belt starter generators for both the OE and aftermarket. Motorcar Parts of America's products are sold to automotive retail outlets and the professional repair market throughout the United States and Canada, with facilities located in California, Canada, Mexico, Malaysia and China, and administrative offices located in California, Tennessee, Mexico, Singapore, Malaysia and Canada. Additional information is available at [www.motorcarparts.com](http://www.motorcarparts.com)

---

*The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for certain forward-looking statements. The statements contained in this press release that are not historical facts are forward-looking statements based on the company’s current expectations and beliefs concerning future developments and their potential effects on the company. These forward-looking statements involve significant risks and uncertainties (some of which are beyond the control of the company) and are subject to change based upon various factors. Reference is also made to the Risk Factors set forth in the company’s Form 10-K Annual Report filed with the Securities and Exchange Commission (SEC) in June 2018 and in its Forms 10-Q filed with the SEC for additional risks and uncertainties facing the company. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether as the result of new information, future events or otherwise.*

# # #

---