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

Form 10-Q

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2015
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM TO

Commission File No. 001-33861

**MOTORCAR PARTS OF AMERICA, INC.**

(Exact name of registrant as specified in its charter)

New York  
(State or other jurisdiction of incorporation or organization)

11-2153962  
(I.R.S. Employer Identification No.)

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

90503  
(Zip Code)

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

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

There were 18,315,871 shares of Common Stock outstanding at November 2, 2015.

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MOTORCAR PARTS OF AMERICA, INC.

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**MOTORCAR PARTS OF AMERICA, INC.**

**GLOSSARY**

The following terms are frequently used in the text of this report and have the meanings indicated below.

“Used Core” — An automobile part which has been used in the operation of a vehicle. Generally, the Used Core is an original equipment (“OE”) automobile part installed by the vehicle manufacturer and subsequently removed for replacement. Used Cores contain salvageable parts which are an important raw material in the remanufacturing process. We obtain most Used Cores by providing credits to our customers for Used Cores returned to us under our core exchange program. Our customers receive these Used Cores from consumers who deliver a Used Core to obtain credit from our customers upon the purchase of a newly remanufactured automobile part. When sufficient Used Cores cannot be obtained from our customers, we will purchase Used Cores from core brokers, who are in the business of buying and selling Used Cores. The Used Cores purchased from core brokers or returned to us by our customers under the core exchange program, and which have been physically received by us, are part of our raw material or work in process inventory included in long-term core inventory.

“Remanufactured Core” — The Used Core underlying an automobile part that has gone through the remanufacturing process and through that process has become part of a newly remanufactured automobile part. The remanufacturing process takes a Used Core, breaks it down into its component parts, replaces those components that cannot be reused and reassembles the salvageable components of the Used Core and additional new components into a remanufactured automobile part. Remanufactured Cores are included in our on-hand finished goods inventory and in the remanufactured finished good product held for sale at customer locations. Used Cores returned by consumers to our customers but not yet returned to us continue to be classified as Remanufactured Cores until we physically receive these Used Cores. All Remanufactured Cores are included in our long-term core inventory or in our long-term core inventory deposit.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES  
Consolidated Balance Sheets

	<u>September 30, 2015</u>	<u>March 31, 2015</u>
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 31,698,000	\$ 61,230,000
Short-term investments	1,339,000	699,000
Accounts receivable — net	899,000	24,799,000
Inventory — net	53,973,000	56,829,000
Inventory unreturned	10,641,000	7,833,000
Deferred income taxes	23,219,000	22,998,000
Prepaid expenses and other current assets	11,265,000	7,407,000
Total current assets	133,034,000	181,795,000
Plant and equipment — net	15,360,000	12,535,000
Long-term core inventory — net (Note 5)	231,382,000	188,950,000
Long-term core inventory deposits (Note 5)	5,569,000	31,571,000
Long-term deferred income taxes	238,000	261,000
Goodwill	2,552,000	-
Intangible assets — net	4,863,000	2,574,000
Other assets	3,418,000	3,195,000
TOTAL ASSETS	<u>\$ 396,416,000</u>	<u>\$ 420,881,000</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 69,648,000	\$ 61,893,000
Accrued liabilities	16,948,000	10,096,000
Customer finished goods returns accrual	19,205,000	19,678,000
Accrued core payment	8,916,000	13,190,000
Revolving loan	15,000,000	-
Other current liabilities	3,748,000	2,471,000
Current portion of term loan	3,070,000	7,733,000
Total current liabilities	136,535,000	115,061,000
Term loan, less current portion	21,517,000	71,489,000
Long-term accrued core payment	22,024,000	23,880,000
Other liabilities	21,400,000	20,248,000
Total liabilities	201,476,000	230,678,000
Commitments and contingencies		
Shareholders' equity:		
Preferred stock; par value \$.01 per share, 5,000,000 shares authorized; none issued	-	-
Series A junior participating preferred stock; par value \$.01 per share, 20,000 shares authorized; none issued	-	-
Common stock; par value \$.01 per share, 50,000,000 shares authorized; 18,315,871 and 17,974,598 shares issued and outstanding at September 30, 2015 and March 31, 2015, respectively	183,000	180,000
Additional paid-in capital	197,327,000	191,279,000
Accumulated other comprehensive loss	(4,350,000)	(2,518,000)
Retained earnings	1,780,000	1,262,000
Total shareholders' equity	194,940,000	190,203,000
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 396,416,000</u>	<u>\$ 420,881,000</u>

The accompanying condensed notes to consolidated financial statements are an integral part hereof.

**MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Operations**  
**(Unaudited)**

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
Net sales	\$ 91,670,000	\$ 70,840,000	\$ 177,505,000	\$ 133,815,000
Cost of goods sold	69,850,000	52,420,000	129,694,000	97,579,000
Gross profit	21,820,000	18,420,000	47,811,000	36,236,000
Operating expenses:				
General and administrative	18,219,000	9,812,000	29,579,000	15,204,000
Sales and marketing	2,632,000	1,837,000	4,912,000	3,663,000
Research and development	646,000	539,000	1,382,000	1,061,000
Total operating expenses	21,497,000	12,188,000	35,873,000	19,928,000
Operating income	323,000	6,232,000	11,938,000	16,308,000
Interest expense, net	2,613,000	3,339,000	11,050,000	6,752,000
(Loss) income before income tax (benefit) expense	(2,290,000)	2,893,000	888,000	9,556,000
Income tax (benefit) expense	(898,000)	1,418,000	370,000	4,132,000
Net (loss) income	<u>\$ (1,392,000)</u>	<u>\$ 1,475,000</u>	<u>\$ 518,000</u>	<u>\$ 5,424,000</u>
Basic net (loss) income per share	<u>\$ (0.08)</u>	<u>\$ 0.09</u>	<u>\$ 0.03</u>	<u>\$ 0.35</u>
Diluted net (loss) income per share	<u>\$ (0.08)</u>	<u>\$ 0.09</u>	<u>\$ 0.03</u>	<u>\$ 0.33</u>
Weighted average number of shares outstanding:				
Basic	<u>18,215,783</u>	<u>15,975,437</u>	<u>18,109,912</u>	<u>15,531,566</u>
Diluted	<u>18,215,783</u>	<u>16,826,427</u>	<u>18,887,153</u>	<u>16,372,726</u>

The accompanying condensed notes to consolidated financial statements are an integral part hereof.

**MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Comprehensive (Loss) Income**  
**(Unaudited)**

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
Net (loss) income	\$ (1,392,000)	\$ 1,475,000	\$ 518,000	\$ 5,424,000
Other comprehensive (loss) income, net of tax:				
Unrealized (loss) gain on short-term investments (net of tax of \$(36,000), \$(2,000), \$(40,000), and \$5,000)	(53,000)	(3,000)	(59,000)	7,000
Foreign currency translation loss	(1,424,000)	(513,000)	(1,773,000)	(468,000)
Total other comprehensive loss, net of tax	(1,477,000)	(516,000)	(1,832,000)	(461,000)
Comprehensive (loss) income	<u>\$ (2,869,000)</u>	<u>\$ 959,000</u>	<u>\$ (1,314,000)</u>	<u>\$ 4,963,000</u>

The accompanying condensed notes to consolidated financial statements are an integral part hereof.

**MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Cash Flows**  
**(Unaudited)**

	<b>Six Months Ended</b>	
	<b>September 30,</b>	
	<b>2015</b>	<b>2014</b>
Cash flows from operating activities:		
Net income	\$ 518,000	\$ 5,424,000
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,100,000	898,000
Amortization of intangible assets	331,000	350,000
Amortization of debt issuance costs	482,000	847,000
Write-off of debt issuance costs	5,108,000	-
Amortization of interest on accrued core payments	385,000	-
Loss due to change in fair value measurements using significant unobservable inputs	1,762,000	275,000
Provision for inventory reserves	2,362,000	895,000
Net recovery of customer payment discrepancies	(90,000)	(406,000)
Net recovery of doubtful accounts	(83,000)	(23,000)
Deferred income taxes	(2,877,000)	(514,000)
Share-based compensation expense	1,033,000	1,098,000
Loss on disposals of plant and equipment	-	1,000
Changes in current assets and liabilities:		
Accounts receivable	16,573,000	21,286,000
Inventory	7,641,000	(1,328,000)
Inventory unreturned	(2,808,000)	(626,000)
Prepaid expenses and other current assets	(2,475,000)	554,000
Other assets	(239,000)	(161,000)
Accounts payable and accrued liabilities	12,403,000	(4,428,000)
Customer finished goods returns accrual	(473,000)	(772,000)
Deferred core revenue	-	102,000
Long-term core inventory	(42,045,000)	(12,889,000)
Long-term core inventory deposits	26,002,000	(462,000)
Accrued core payments	(6,515,000)	-
Other liabilities	1,082,000	2,472,000
Net cash provided by operating activities	19,177,000	12,593,000
Cash flows from investing activities:		
Purchase of plant and equipment	(2,730,000)	(1,217,000)
Purchase of business	(3,200,000)	-
Change in short term investments	(739,000)	(64,000)
Net cash used in investing activities	(6,669,000)	(1,281,000)
Cash flows from financing activities:		
Repayment of revolving loan	-	(10,000,000)
Borrowings under revolving loan	15,000,000	-
Borrowings under term loan	25,000,000	-
Repayments of term loan	(84,500,000)	(4,200,000)
Payments for debt issuance costs	(2,212,000)	-
Payments on capital lease obligations	(164,000)	(31,000)
Exercise of stock options	2,956,000	714,000
Excess tax benefits from stock-based compensation	2,975,000	490,000
Cash used to net share settle equity awards	(913,000)	(806,000)
Proceeds from issuance of common stock	-	71,760,000
Stock issuance costs	-	(4,785,000)
Net cash (used in) provided by financing activities	(41,858,000)	53,142,000
Effect of exchange rate changes on cash and cash equivalents	(182,000)	(8,000)
Net (decrease) increase in cash and cash equivalents	(29,532,000)	64,446,000
Cash and cash equivalents — Beginning of period	61,230,000	24,599,000
Cash and cash equivalents — End of period	\$ 31,698,000	\$ 89,045,000
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest, net	\$ 5,214,000	\$ 5,954,000
Income taxes, net of refunds	2,472,000	460,000
Non-cash investing and financing activities:		
Property acquired under capital lease	\$ 1,569,000	\$ 4,000
Contingent consideration	1,320,000	-

The accompanying condensed notes to consolidated financial statements are an integral part hereof.

**MOTORCAR PARTS OF AMERICA, INC. AND SUBSIDIARIES**  
**Condensed Notes to Consolidated Financial Statements**  
**September 30, 2015**  
**(Unaudited)**

**Basis of Presentation**

The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to Form 10-Q. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six months ended September 30, 2015 are not necessarily indicative of the results that may be expected for the fiscal year ending March 31, 2016. This report should be read in conjunction with the Company’s audited consolidated financial statements and notes thereto for the fiscal year ended March 31, 2015, which are included in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (“SEC”) on June 15, 2015, as amended by the Form 10-K/A filed with the SEC on July 29, 2015.

The accompanying consolidated financial statements have been prepared on a consistent basis with, and there have been no material changes to, except as noted below, the accounting policies described in Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements that are presented in the Company’s Annual Report on Form 10-K for the fiscal year ended March 31, 2015.

***Recently Adopted Accounting Standards***

*Debt Issuance Costs*

In April 2015, the Financial Accounting Standards Board (the “FASB”) issued guidance that requires debt issuance costs related to a recognized liability to be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability. In August 2015, the FASB issued guidance to clarify that an entity may elect to present debt issuance costs related to a line-of-credit arrangement as an asset, regardless of whether or not there are any outstanding borrowings on the line-of-credit arrangement. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim period within those fiscal years. Early adoption of this guidance is permitted for financial statements that have not been previously issued. The Company adopted this guidance effective June 30, 2015, which resulted in the reclassification of debt issuance costs of \$879,000 from other assets and is now presented as a direct deduction of \$110,000 to the current portion of the term loan and \$769,000 to the noncurrent portion of the term loan in the previously reported consolidated balance sheet at March 31, 2015. The Company elected to continue presenting debt issuance costs related to its revolving credit facilities as an asset. The adoption of this guidance did not have any other impact on the Company’s consolidated financial statements.

*Discontinued Operations*

In April 2014, the FASB issued guidance on reporting discontinued operations. The new guidance changes the criteria for determining which disposals can be presented as discontinued operations and modifies related disclosure requirements. Under the new guidance, a discontinued operation is defined as a disposal of a component or group of components that is disposed of or is classified as held for sale and represents a strategic shift that has or will have a major effect on an entity’s operations and financial results. The guidance applies prospectively to new disposals and new classifications of disposal groups as held for sale after the effective date. The standard is required to be adopted by public business entities in annual periods beginning on or after December 15, 2014, and interim periods within those annual periods. The adoption of this guidance did not have any impact on the Company’s financial position, results of operations or cash flows.

*Business Combinations*

In September 2015, the FASB issued guidance simplifying the accounting for measurement-period adjustments. The guidance requires that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined, including the cumulative effect of the change in provisional amount as if the accounting had been completed at the acquisition date. The adjustments related to previous reporting periods since the acquisition date must be disclosed by income statement line item either on the face of the income statement or in the notes. This guidance is effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years and earlier adoption is permitted for financial statements that have not been issued. The Company adopted this guidance effective September 30, 2015, which resulted in no material effect on the Company's financial position, results of operations, or cash flows (see Note 2).

**1. Company Background and Organization**

Motorcar Parts of America, Inc. and its subsidiaries (the "Company", or "MPA") is a leading manufacturer, remanufacturer, and distributor of aftermarket automotive parts. These replacement parts are sold for use on vehicles after initial vehicle purchase. These automotive parts are sold to automotive retail chain stores and warehouse distributors throughout North America and to major automobile manufacturers for both their aftermarket programs and warranty replacement programs ("OES"). The Company's products include (i) rotating electrical products such as alternators and starters, (ii) wheel hub assemblies and bearings, and (iii) new brake master cylinders. In July 2015, the Company also began selling remanufactured brake master cylinder products.

The Company obtains used automotive parts, commonly known as Used Cores, primarily from its customers under the Company's core exchange program. It also purchases Used Cores from vendors (core brokers). The customers grant credit to the consumer when the used part is returned to them, and the Company in turn provides a credit to the customers upon return to the Company. These Used Cores are an essential material needed for the remanufacturing operations.

The Company has remanufacturing, warehousing and shipping/receiving operations for automotive parts in North America and Asia. In addition, the Company utilizes various third party warehouse distribution centers in North America.

Pursuant to the guidance provided under the FASB Accounting Standards Codification ("ASC"), for segment reporting the Company has determined that its operating segments meet the criteria for aggregation and accordingly the Company has one reportable segment for purposes of recording and reporting its financial results.

**2. Acquisition**

On May 20, 2015, the Company completed the acquisition of certain assets and liabilities of OE Plus, Ltd. ("OE Plus"), a privately held remanufacturer of alternators and starters based in North Dighton, Massachusetts. The acquisition was consummated pursuant to an asset purchase agreement dated May 15, 2015 for an initial cash purchase price of \$3,200,000, including \$1,000,000 which is being held in escrow to be paid to the former owners of OE Plus, subject to certain working capital adjustments. In addition, the Company is contingently obligated to make additional payments to the former owners of OE Plus up to \$2,000,000 over the next four years. The estimated fair value of the contingent consideration obligation as of the acquisition date was \$1,320,000 and was determined using an option based pricing model. The assets and results of operations of OE Plus were not significant to the Company's consolidated financial position or results of operations, and thus pro forma information is not presented.

During the three months ended September 30, 2015, the Company made preliminary working capital adjustments of approximately \$500,000 which resulted in adjustments to finite-lived intangible assets for trademarks with an estimated useful life of 10 years to \$520,000 from \$635,000 and finite-lived intangible assets for customer relationships with an estimated useful life of 8 years to \$2,100,000 from \$2,690,000 resulting in a corresponding increase in goodwill to \$2,552,000 from \$1,847,000. The goodwill recognized will be further adjusted once the working capital adjustments are final and the escrow settlement is completed. There was no material effect on previous-period or current-period earnings as a result of these adjustments.

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Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations. Goodwill is not amortized, but rather is tested for impairment at least annually or more frequently if there are indicators of impairment present. The Company performs the annual goodwill impairment analysis in the fourth quarter of each fiscal year.

### 3. Intangible Assets

The following is a summary of acquired intangible assets subject to amortization:

	Weighted Average Amortization Period	September 30, 2015		March 31, 2015	
		Gross Carrying Value	Accumulated Amortization	Gross Carrying Value	Accumulated Amortization
<b>Intangible assets subject to amortization</b>					
Trademarks	11 years	\$ 705,000	\$ 95,000	\$ 397,000	\$ 278,000
Customer relationships	13 years	5,900,000	1,647,000	6,211,000	3,756,000
<b>Total</b>		<b>\$ 6,605,000</b>	<b>\$ 1,742,000</b>	<b>\$ 6,608,000</b>	<b>\$ 4,034,000</b>

Amortization expense for acquired intangible assets is as follows:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2015	2014	2015	2014
Amortization expense	\$ 157,000	\$ 170,000	\$ 331,000	\$ 350,000

The estimated future amortization expense for acquired intangible assets subject to amortization is as follows:

<b>Year Ending March 31,</b>	
2016 - remaining six months	\$ 291,000
2017	580,000
2018	580,000
2019	580,000
2020	580,000
Thereafter	2,252,000
<b>Total</b>	<b>\$ 4,863,000</b>

### 4. Accounts Receivable — Net

Included in accounts receivable — net are significant offset accounts related to customer allowances earned, customer payment discrepancies, returned goods authorizations (“RGA”) issued for in-transit unit returns, estimated future credits to be provided for Used Cores returned by the customers and potential bad debts. Due to the forward looking nature and the different aging periods of certain estimated offset accounts, the offset accounts may not, at any point in time, directly relate to the balances in the accounts receivable-trade account.

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Accounts receivable — net is comprised of the following:

	<b>September 30, 2015</b>	<b>March 31, 2015</b>
Accounts receivable — trade	\$ 57,213,000	\$ 62,171,000
Allowance for bad debts	(537,000)	(629,000)
Customer allowances earned	(10,254,000)	(7,221,000)
Customer payment discrepancies	(824,000)	(852,000)
Customer returns RGA issued	(14,662,000)	(7,029,000)
Customer core returns accruals	(30,037,000)	(21,641,000)
Less: total accounts receivable offset accounts	<u>(56,314,000)</u>	<u>(37,372,000)</u>
Total accounts receivable — net	<u>\$ 899,000</u>	<u>\$ 24,799,000</u>

*Warranty Returns*

The Company allows its customers to return goods to the Company that their end-user customers have returned to them, whether the returned item is or is not defective (warranty returns). The Company accrues an estimate of its exposure to warranty returns based on a historical analysis of the level of this type of return as a percentage of total unit sales. Amounts charged to expense for these warranty returns are considered in arriving at the Company's net sales. At September 30, 2015 and March 31, 2015, the Company's total warranty return accrual was \$10,204,000 and \$10,904,000, respectively, of which of \$4,369,000 and \$3,746,000, respectively, was included in the customer returns RGA issued balance in the above table for expected credits to be issued against accounts receivable and \$5,835,000 and \$7,158,000, respectively, was included in the customer finished goods returns accrual in the consolidated balance sheets for estimated future warranty returns.

Change in the Company's warranty return accrual is as follows:

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
Balance at beginning of period	\$ 9,785,000	\$ 7,048,000	\$ 10,904,000	\$ 8,039,000
Charged to expense/additions	22,442,000	17,352,000	39,813,000	30,359,000
Amounts processed	<u>(22,023,000)</u>	<u>(15,979,000)</u>	<u>(40,513,000)</u>	<u>(29,977,000)</u>
Balance at end of period	<u>\$ 10,204,000</u>	<u>\$ 8,421,000</u>	<u>\$ 10,204,000</u>	<u>\$ 8,421,000</u>

## 5. Inventory

Inventory is comprised of the following:

	<u>September 30, 2015</u>	<u>March 31, 2015</u>
<b>Non-core inventory</b>		
Raw materials	\$ 17,407,000	\$ 18,836,000
Work-in-process	557,000	255,000
Finished goods	38,200,000	39,828,000
	56,164,000	58,919,000
Less allowance for excess and obsolete inventory	(2,191,000)	(2,090,000)
Total	<u>\$ 53,973,000</u>	<u>\$ 56,829,000</u>
<b>Inventory unreturned</b>	<u>\$ 10,641,000</u>	<u>\$ 7,833,000</u>
<b>Long-term core inventory</b>		
Used cores held at the Company's facilities	\$ 38,044,000	\$ 27,417,000
Used cores expected to be returned by customers	10,382,000	9,799,000
Remanufactured cores held in finished goods	19,881,000	21,557,000
Remanufactured cores held at customers' locations (1)	164,313,000	130,762,000
	232,620,000	189,535,000
Less allowance for excess and obsolete inventory	(1,238,000)	(585,000)
Total	<u>\$ 231,382,000</u>	<u>\$ 188,950,000</u>
<b>Long-term core inventory deposits (1)</b>	<u>\$ 5,569,000</u>	<u>\$ 31,571,000</u>

- (1) During the three months ended September 30, 2015, the Company completed the core buy-back program with one of its largest customers. As a result of the completion of this buy-back program and related long-term core inventory reconciliations, \$25,805,000 from the long-term core inventory deposits account was transferred to the remanufactured cores held at customers' locations account within long-term core inventory. At March 31, 2015, \$26,002,000 of remanufactured cores in connection with this core buy-back program was included in long-term core inventory deposits.

## 6. Major Customers

The Company's largest customers accounted for the following total percentage of net sales:

Sales	<u>Three Months Ended September 30,</u>		<u>Six Months Ended September 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Customer A	46%	53%	48%	53%
Customer B	21%	21%	20%	22%
Customer C	21%	7%	19%	6%

The Company's largest customers accounted for the following total percentage of accounts receivable—trade:

<b>Accounts receivable - trade</b>	<u>September 30, 2015</u>	<u>March 31, 2015</u>
Customer A	35%	48%
Customer B	21%	16%
Customer C	14%	12%

The Company had no suppliers that accounted for more than 10% of inventory purchases for the three and six months ended September 30, 2015. The Company's largest supplier accounted for 15% and 14% of inventory purchases for the three and six months ended September 30, 2014, respectively.

**7. Debt**

The Company has the following credit agreements.

*Credit Facility*

The Company was party to a financing agreement (as amended, modified, amended and restated or supplemented, the “Financing Agreement”) with a syndicate of lenders party thereto, Cerberus Business Finance, LLC, as collateral agent, and PNC Bank, National Association, as administrative agent. The Financing Agreement was comprised of (i) a \$95,000,000 term loan facility (the “Term Loans”) and (ii) an up to \$40,000,000 revolving credit facility subject to borrowing base restrictions and a \$10,000,000 sublimit for letters of credit (the “Revolving Facility”). The interest rate on the Company’s Term Loans using the LIBOR option was 6.75% at March 31, 2015. The obligations under the Financing Agreement were repaid on June 3, 2015. The repayment of the Term Loans was accounted for as extinguishment of debt and as a result, the Company wrote off \$5,108,000 of previously deferred debt issuance costs associated with the Term Loans.

On June 3, 2015, the Company entered into a new \$125,000,000 senior secured financing (the “Credit Facility”) with the lenders party thereto, and PNC Bank, National Association, as administrative agent, consisting of (i) a \$100,000,000 revolving loan facility, subject to borrowing base restrictions and a \$15,000,000 sublimit for letters of credit (the “New Revolving Facility”) and (ii) a \$25,000,000 term loan facility (the “New Term Loans”). The loans under the Credit Facility mature on June 3, 2020. In connection with the Credit Facility, the lenders were granted a security interest in substantially all of the assets of the Company. The Company capitalized \$2,212,000 of new debt issuance costs, allocated between the New Revolving Facility and the New Term Loans.

In November 2015, the Company entered into a consent and first amendment to the Credit Facility (the “First Amendment”) which (i) provided consent for the Company to enter into the litigation settlement agreement with M&T Bank and the trustee in the bankruptcy cases relating to the discontinued subsidiaries and (ii) amended certain terms and provisions of the Credit Facility.

The New Term Loans require quarterly principal payments of \$781,250 beginning October 1, 2015. The New Revolving Facility and New Term Loans made under the Credit Facility bear interest at rates equal to either LIBOR plus a margin of 2.50%, 2.75% or 3.00% or a reference rate plus a margin of 1.50%, 1.75% or 2.00%, in each case depending on the total leverage ratio as of the applicable measurement date. There is also a facility fee of 0.25% to 0.375%, depending on the total leverage ratio as of the applicable measurement date. The interest rate on the Company’s New Revolving Facility and New Term Loans was 2.95% using the LIBOR option at September 30, 2015. The Credit Facility, among other things, requires the Company to maintain certain financial covenants including a maximum total leverage ratio and a minimum fixed charge coverage ratio. The Company was in compliance with all financial covenants as of September 30, 2015.

The following summarizes information about the Company’s term loans at:

	<u>September 30, 2015</u>	<u>March 31, 2015</u>
Principal amount of term loan	\$ 25,000,000	\$ 84,500,000
Unamortized debt issuance costs	(413,000)	(5,278,000)
Net carrying amount of term loan	24,587,000	79,222,000
Less current portion of term loan	(3,070,000)	(7,733,000)
Long-term portion of term loan	<u>\$ 21,517,000</u>	<u>\$ 71,489,000</u>

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Future repayments of the Company's New Term Loans, by fiscal year, are as follows:

<b>Year Ending March 31,</b>	
2016 - remaining six months	\$ 1,563,000
2017	3,125,000
2018	3,125,000
2019	3,125,000
2020	3,125,000
Thereafter	10,937,000
<b>Total payments</b>	<b>\$ 25,000,000</b>

At September 30, 2015, the Company had \$15,000,000 of revolving loans outstanding under the New Revolving Facility. In addition, \$430,000 was reserved for standby letters of credit for workers' compensation insurance and \$1,980,000 for commercial letters of credit at September 30, 2015. The Company had no outstanding balance under the Revolving Facility at March 31, 2015. At September 30, 2015, \$82,590,000, subject to certain adjustments, was available under the New Revolving Facility.

*WX Agreement*

In August 2012, the Company entered into a Revolving Credit/Strategic Cooperation Agreement (the "WX Agreement") with Wanxiang America Corporation (the "Supplier") and the discontinued subsidiaries. In connection with the WX Agreement, the Company also issued a warrant (the "Supplier Warrant") to the Supplier to purchase up to 516,129 shares of the Company's common stock for an initial exercise price of \$7.75 per share exercisable at any time after August 22, 2014 and on or prior to September 30, 2017. The exercise price is subject to adjustments, among other things, for sales of common stock by the Company at a price below the exercise price.

The fair value of the Supplier Warrant using level 3 inputs and the Monte Carlo simulation model was \$12,248,000 and \$10,506,000 at September 30, 2015 and March 31, 2015, respectively. This amount is recorded as a warrant liability which is included in other liabilities in the consolidated balance sheets. During the three months ended September 30, 2015 and 2014, losses of \$600,000 and \$1,389,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of this warrant liability. During the six months ended September 30, 2015 and 2014, losses of \$1,742,000 and \$275,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of this warrant liability.

**8. Accounts Receivable Discount Programs**

The Company uses receivable discount programs with certain customers and their respective banks. Under these programs, the Company may sell those customers' receivables to those banks at a discount to be agreed upon at the time the receivables are sold. These discount arrangements allow the Company to accelerate collection of customers' receivables.

The following is a summary of the Company's accounts receivable discount programs:

	<b>Six Months Ended</b>	
	<b>September 30,</b>	
	<b>2015</b>	<b>2014</b>
Receivables discounted	\$ 167,905,000	\$ 136,326,000
Weighted average days	342	336
Annualized weighted average discount rate	2.2%	2.0%
Amount of discount as interest expense	\$ 3,452,000	\$ 2,542,000

## 9. Net (Loss) Income Per Share

Basic net (loss) income per share is computed by dividing net (loss) income by the weighted average number of shares of common stock outstanding during the period. Diluted net (loss) income per share includes the effect, if any, from the potential exercise or conversion of securities, such as stock options and warrants, which would result in the issuance of incremental shares of common stock.

The following presents a reconciliation of basic and diluted net (loss) income per share:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2015	2014	2015	2014
Net (loss) income	\$ (1,392,000)	\$ 1,475,000	\$ 518,000	\$ 5,424,000
Basic shares	18,215,783	15,975,437	18,109,912	15,531,566
Effect of potentially dilutive securities	-	850,990	777,241	841,160
Diluted shares	18,215,783	16,826,427	18,887,153	16,372,726
Net (loss) income per share:				
Basic net (loss) income per share	\$ (0.08)	\$ 0.09	\$ 0.03	\$ 0.35
Diluted net (loss) income per share	\$ (0.08)	\$ 0.09	\$ 0.03	\$ 0.33

The effect of dilutive options excludes (i) 1,204,619 shares subject to options with exercise prices ranging from \$4.17 to \$31.13 per share and 516,129 shares subject to warrants with an exercise price of \$7.75 per share for the three months ended September 30, 2015 and (ii) 110,122 shares subject to options with exercise prices ranging from \$31.10 to \$31.13 per share for the six months ended September 30, 2015, which were anti-dilutive. There were no anti-dilutive options or warrants for the three and six months ended September 30, 2014.

## 10. Income Taxes

The Company recorded an income tax benefit for the three months ended September 30, 2015 of \$898,000, or an effective tax rate of 39.2%, and income tax expense for the three months ended September 30, 2014 of \$1,418,000, or an effective tax rate of 49.0%. The Company recorded income tax expenses for the six months ended September 30, 2015 and 2014, of \$370,000, or an effective tax rate of 41.7%, and \$4,132,000, or an effective tax rate of 43.2%, respectively. The income tax rates for all periods were higher than the federal statutory rate primarily due to (i) state income taxes, which were partially offset by the benefit of lower statutory tax rates in foreign taxing jurisdiction, (ii) non-deductible executive compensation under Internal Revenue Code Section 162(m), and (iii) the non-deductible expense in connection with the fair value adjustment on the warrants. The Company's income tax rate for the three months ended September 30, 2014 includes the required adjustments to reflect the appropriate six-month rate. In addition, the income tax rates for the three and six months ended September 30, 2014 were impacted by the payments made under voluntary disclosure agreements with certain states.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, various states and foreign jurisdictions with varying statutes of limitations. At September 30, 2015, the Company continues to be under examination in the U.S. by the Internal Revenue Service for fiscal years 2011, 2012, and 2013 and by the State of California for fiscal year 2013. The Company is not under examination in any another jurisdiction. The Company believes no significant changes in the unrecognized tax benefits will occur within the next 12 months.

## 11. Financial Risk Management and Derivatives

Purchases and expenses denominated in currencies other than the U.S. dollar, which are primarily related to the Company's facilities overseas, expose the Company to market risk from material movements in foreign exchange rates between the U.S. dollar and the foreign currency. The Company's primary risk exposure is from fluctuations in the value of the Mexican peso and to a lesser extent the Chinese yuan. To mitigate these risks, the Company enters into forward foreign currency exchange contracts to exchange U.S. dollars for these foreign currencies. The extent to which forward foreign currency exchange contracts are used is modified periodically in response to the Company's estimate of market conditions and the terms and length of anticipated requirements.

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The Company enters into forward foreign currency exchange contracts in order to reduce the impact of foreign currency fluctuations and not to engage in currency speculation. The use of derivative financial instruments allows the Company to reduce its exposure to the risk that the eventual cash outflow resulting from funding the expenses of the foreign operations will be materially affected by changes in exchange rates. The Company does not hold or issue financial instruments for trading purposes. The forward foreign currency exchange contracts are designated for forecasted expenditure requirements to fund foreign operations.

The Company had forward foreign currency exchange contracts with a U.S. dollar equivalent notional value of \$19,484,000 and \$19,356,000 at September 30, 2015 and March 31, 2015, respectively. These contracts generally have a term of one year or less, at rates agreed at the inception of the contracts. The counterparty to this derivative transaction is a major financial institution with investment grade or better credit rating; however, the Company is exposed to credit risk with this institution. The credit risk is limited to the potential unrealized gains (which offset currency fluctuations adverse to the Company) in any such contract should this counterparty fail to perform as contracted. Any changes in the fair values of forward foreign currency exchange contracts are reflected in current period earnings and accounted for as an increase or offset to general and administrative expenses.

The following table shows the effect of the Company's derivative instruments on its consolidated statements of operations:

Derivatives Not Designated as Hedging Instruments	Loss Recognized within General and Administrative Expenses			
	Three Months Ended September 30,		Six Months Ended September 30,	
	2015	2014	2015	2014
Forward foreign currency exchange contracts	\$ (527,000)	\$ (361,000)	\$ (349,000)	\$ (128,000)

The fair value of the forward foreign currency exchange contracts of \$1,542,000 and \$1,193,000 is included in other current liabilities in the consolidated balance sheets at September 30, 2015 and March 31, 2015, respectively.

## 12. Fair Value Measurements

The following table summarizes the Company's financial assets and liabilities measured at fair value, by level within the fair value hierarchy at September 30, 2015 and March 31, 2015:

	September 30, 2015				March 31, 2015			
	Fair Value	Fair Value Measurements Using Inputs Considered as			Fair Value	Fair Value Measurements Using Inputs Considered as		
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
<b>Assets</b>								
Short-term investments								
Mutual funds	\$ 1,339,000	\$ 1,339,000	-	-	\$ 699,000	\$ 699,000	-	-
<b>Liabilities</b>								
Accrued liabilities								
Contingent consideration	398,000	-	-	\$ 398,000	-	-	-	-
Other current liabilities								
Deferred compensation	1,339,000	1,339,000	-	-	699,000	699,000	-	-
Forward foreign currency exchange contracts	1,542,000	-	\$ 1,542,000	-	1,193,000	-	\$ 1,193,000	-
Other liabilities								
Warrant liability	12,248,000	-	-	12,248,000	10,506,000	-	-	\$ 10,506,000
Contingent consideration	942,000	-	-	942,000	-	-	-	-

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*Short-term Investments and Deferred Compensation*

The Company's short-term investments, which fund its deferred compensation liabilities, consist of investments in mutual funds. These investments are classified as Level 1 as the shares of these mutual funds trade with sufficient frequency and volume to enable the Company to obtain pricing information on an ongoing basis.

*Forward Foreign Currency Exchange*

The forward foreign currency exchange contracts are primarily measured based on the foreign currency spot and forward rates quoted by the banks or foreign currency dealers. During the three months ended September 30, 2015 and 2014, losses of \$527,000 and \$361,000, respectively, were recorded in general and administrative expenses due to the change in the value of the forward foreign currency exchange contracts. During the six months ended September 30, 2015 and 2014, losses of \$349,000 and \$128,000, respectively, were recorded in general and administrative expenses due to the change in the value of the forward foreign currency exchange contracts.

*Warrant Liability*

The Company estimates the fair value of the warrant liability using level 3 inputs and the Monte Carlo simulation model at each balance sheet date. This amount is recorded as a warrant liability which is included in other liabilities in the consolidated balance sheets at September 30, 2015 and March 31, 2015. Any subsequent changes from the initial recognition in the fair value of the warrant liability are recorded in current period earnings as a general and administrative expense. During the three months ended September 30, 2015 and 2014, losses of \$600,000 and \$1,389,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of the warrant liability. During the six months ended September 30, 2015 and 2014, losses of \$1,742,000 and \$275,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of the warrant liability.

The assumptions used to determine the fair value of the Supplier Warrant recorded as warrant liability were:

	<u>September 30, 2015</u>
Risk free interest rate	0.64%
Expected life in years	2.00
Expected volatility	44.50%
Dividend yield	-
Probability of future financing	0%

The risk free interest rate used was based on U.S. treasury-note yields with terms commensurate with the remaining term of the warrant. The expected life is based on the remaining contractual term of the warrant and the expected volatility is based on the Company's daily historical volatility over a period commensurate with the remaining term of the warrant.

*Contingent Consideration*

The fair value of the contingent consideration of the OE Plus acquisition discussed in Note 2 was \$1,320,000 at the acquisition date based on an option pricing model. The contingent consideration is a Level 3 liability recorded in accrued expenses and other liabilities in the Company's consolidated balance sheet at September 30, 2015. Any subsequent changes from the initial recognition in the fair value of the contingent consideration liability are recorded in current period earnings as a general and administrative expense. During the three and six months ended September 30, 2015, a loss of \$20,000 was recorded in general and administrative expenses due to the change in the fair value of the contingent consideration.

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The assumptions used to determine the fair value of the contingent consideration were:

	<b>September 30, 2015</b>
Expected volatility	35.00%
Probability	90.00%
Counter party present value factor	5.62%

In addition to the above assumptions, a risk-free interest rate ranging from 0.23% to 1.28% commensurate with the term of the contingent consideration was used.

The following table summarizes the activity for Level 3 fair value measurements:

	<b>Three Months Ended September 30,</b>				<b>Six Months Ended September 30,</b>			
	<b>2015</b>		<b>2014</b>		<b>2015</b>		<b>2014</b>	
	<b>Supplier Warrant</b>	<b>Contingent Consideration</b>	<b>Supplier Warrant</b>	<b>Contingent Consideration</b>	<b>Supplier Warrant</b>	<b>Contingent Consideration</b>	<b>Supplier Warrant</b>	<b>Contingent Consideration</b>
Beginning balance	\$ 11,648,000	\$ 1,320,000	\$ 8,933,000	\$ -	\$ 10,506,000	\$ -	\$ 10,047,000	\$ -
Newly issued	-	-	-	-	-	1,320,000	-	-
Total (gain) loss included in net loss	600,000	20,000	1,389,000	-	1,742,000	20,000	275,000	-
Exercises/settlements	-	-	-	-	-	-	-	-
Net transfers in (out) of Level 3	-	-	-	-	-	-	-	-
Ending balance	<u>\$ 12,248,000</u>	<u>\$ 1,340,000</u>	<u>\$ 10,322,000</u>	<u>\$ -</u>	<u>\$ 12,248,000</u>	<u>\$ 1,340,000</u>	<u>\$ 10,322,000</u>	<u>\$ -</u>

During the six months ended September 30, 2015, the Company had no significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition.

The carrying amounts of cash, accounts receivable, accounts payable and accrued liabilities approximate their fair value due to the short-term nature of these instruments. The carrying amounts of the revolving loans, term loans and other long-term liabilities approximate their fair value based on the variable nature of interest rates and current rates for instruments with similar characteristics.

### 13. Share-based Payments

#### *Stock Options*

The Company granted options to purchase 110,122 and 82,537 shares of common stock during the six months ended September 30, 2015 and 2014, respectively. The cost associated with stock options is estimated using the Black-Scholes option-pricing model. This model requires the input of subjective assumptions including the expected volatility of the underlying stock and the expected holding period of the option. These subjective assumptions are based on both historical and other information. Changes in the values assumed and used in the model can materially affect the estimate of fair value.

The assumptions used to derive the weighted average fair value of the stock options granted were:

	<b>Six Months Ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
Weighted average risk free interest rate	1.73%	1.75%
Weighted average expected holding period (years)	5.76	5.01
Weighted average expected volatility	46.84%	46.02%
Weighted average expected dividend yield	-	-
Weighted average fair value of options granted	\$ 14.13	\$ 9.65

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The following is a summary of stock option transactions for the six months ended September 30, 2015:

	<b>Number of Shares</b>	<b>Weighted Average Exercise Price</b>
Outstanding at March 31, 2015	1,389,254	\$ 9.97
Granted	110,122	\$ 31.13
Exercised	(294,757)	\$ 10.03
Cancelled	-	\$ -
Outstanding at September 30, 2015	<u>1,204,619</u>	\$ 11.89

At September 30, 2015, options to purchase 906,082 shares of common stock were exercisable at the weighted average exercise price of \$9.12.

At September 30, 2015, there was \$2,547,000 of total unrecognized compensation expense related to unvested stock option awards. The compensation expense is expected to be recognized over a weighted average vesting period of approximately 1.7 years.

*Restricted Stock*

During the six months ended September 30, 2015 and 2014, the Company granted 39,900 and 95,645 shares of restricted stock, respectively, with an estimated grant date fair value of \$1,242,000 and \$2,316,000, respectively, which was based on the closing market price on the grant date.

The following is a summary of non-vested restricted stock for the six months ended September 30, 2015:

	<b>Number of Shares</b>	<b>Weighted Average Grant Date Fair Value</b>
Non-vested at March 31, 2015	181,443	\$ 16.84
Granted	39,900	\$ 31.13
Vested	(75,519)	\$ 15.34
Cancelled	-	\$ -
Non-vested at September 30, 2015	<u>145,824</u>	\$ 21.53

At September 30, 2015, there was \$2,946,000 of unrecognized compensation expense related to awards of the restricted stock, which will be recognized over the remaining vesting period of approximately 1.8 years.

#### 14. Accumulated Other Comprehensive Income (Loss)

The changes in accumulated other comprehensive income (loss) for the three months ended September 30, 2015 and 2014 is as follows:

	Three Months Ended September 30, 2015			Three Months Ended September 30, 2014		
	Unrealized Gain (Loss) on Short-Term Investments	Foreign Currency Translation	Total	Unrealized Gain (Loss) on Short-Term Investments	Foreign Currency Translation	Total
Balance at beginning of period	\$ 339,000	\$ (3,212,000)	\$ (2,873,000)	\$ 331,000	\$ (1,153,000)	\$ (822,000)
Other comprehensive loss, net of tax	(53,000)	(1,424,000)	(1,477,000)	(3,000)	(513,000)	(516,000)
Amounts reclassified from accumulated other comprehensive loss, net of tax	-	-	-	-	-	-
Balance at end of period	<u>\$ 286,000</u>	<u>\$ (4,636,000)</u>	<u>\$ (4,350,000)</u>	<u>\$ 328,000</u>	<u>\$ (1,666,000)</u>	<u>\$ (1,338,000)</u>

The changes in accumulated other comprehensive income (loss) for the six months ended September 30, 2015 and 2014 is as follows:

	Six Months Ended September 30, 2015			Six Months Ended September 30, 2014		
	Unrealized Gain on Short-Term Investments	Foreign Currency Translation	Total	Unrealized Gain on Short-Term Investments	Foreign Currency Translation	Total
Balance at beginning of period	\$ 345,000	\$ (2,863,000)	\$ (2,518,000)	\$ 321,000	\$ (1,198,000)	\$ (877,000)
Other comprehensive (loss) income, net of tax	(59,000)	(1,773,000)	(1,832,000)	7,000	(468,000)	(461,000)
Amounts reclassified from accumulated other comprehensive loss, net of tax	-	-	-	-	-	-
Balance at end of period	<u>\$ 286,000</u>	<u>\$ (4,636,000)</u>	<u>\$ (4,350,000)</u>	<u>\$ 328,000</u>	<u>\$ (1,666,000)</u>	<u>\$ (1,338,000)</u>

#### 15. Litigation

In May 2011, the Company purchased (i) all of the outstanding equity of Fenwick Automotive Products Limited (“FAPL”), (ii) all of the outstanding equity of Introcan, Inc., a Delaware corporation (“Introcan”), and (iii) 1% of the outstanding equity of Fapco S.A. de C.V., a Mexican variable capital company (“Fapco”) (collectively, “Fenco” and also referred to herein as the “discontinued subsidiaries”). Since FAPL owned 99% of Fapco prior to these acquisitions, the Company owned 100% of Fapco following these transactions.

On June 10, 2013, each of FAPL, Introcan and Introcan’s subsidiaries, Flo-Pro Inc., LH Distribution Inc., Rafko Logistics Inc., Rafko Holdings Inc. and Rafko Enterprises Inc. (collectively, the “Fenco Entities”), filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”) in the U.S. Bankruptcy Court for the District of Delaware.

On October 26, 2015, the Company entered into a settlement and general and specific release agreement with M&T Bank and the trustee in the bankruptcy cases relating to the discontinued subsidiaries, which resolves the litigation and releases the claims made or threatened by those parties against the Company and its executives in exchange for a payment by the Company of \$18,500,000, of which \$9,250,000 will be paid by the Company’s insurers under applicable insurance policies. As a result, the Company recorded an accrual of \$9,250,000, net of insurance recoveries, in accrued liabilities in the consolidated balance sheet at September 30, 2015. None of the parties admit the allegations made by any other party, and the settlement is being entered into for the purpose of avoiding the time, expense, inconvenience and delay incident to protracted litigation. The settlement agreement is subject to approval by the applicable courts and other customary conditions.

The Company is also subject to various other lawsuits and claims. Management does not believe that the outcome of these other matters will have a material adverse effect on its financial position or future results of operations.

## 16. New Accounting Pronouncements

### *Revenue Recognition*

In May 2014, the FASB issued guidance codified in ASC 606, "Revenue Recognition - Revenue from Contracts with Customers", which amends the guidance in the former ASC 605, "Revenue Recognition". The new guidance is effective for annual periods beginning after December 15, 2016, and interim periods within that reporting period for a public company. A full or modified retrospective transition method is required. In August 2015, the FASB delayed the effective date by one year to annual periods beginning after December 15, 2017, and interim periods within that reporting period for a public company. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company is currently evaluating the impact of the provisions of this guidance to its consolidated financial statements.

### *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*

In August 2014, the FASB issued guidance which requires an entity to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued). If conditions or events raise substantial doubt that is not alleviated, an entity should disclose that there is substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued), along with the principal conditions or events that raise substantial doubt, management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations and management's plans that are intended to mitigate those conditions. The new guidance is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The Company does not expect any impact on its financial position, results of operations or cash flows from the adoption of this guidance.

### *Extraordinary Items*

In January 2015, the FASB issued guidance that simplifies income statement presentation by eliminating the concept of extraordinary items. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. A reporting entity may apply the amendments prospectively or retrospectively to all prior periods presented in the financial statements. Early adoption is permitted provided that the guidance is applied from the beginning of the fiscal year of adoption. The Company does not expect any impact on its consolidated financial statements from the adoption of this guidance.

### *Inventory*

In July 2015, the FASB issued guidance that requires an entity to measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using LIFO or the retail inventory method. The amendments in this update are effective for financial statements issued for fiscal years beginning after December 15, 2016, and interim periods within fiscal years beginning after December 15, 2017. The amendments in this update should be applied prospectively with earlier application permitted as of the beginning of an interim or annual reporting period. The Company is currently evaluating the impact of the provisions of this guidance to its consolidated financial statements.

## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion and analysis presents factors that Motorcar Parts of America, Inc. and its subsidiaries ("our," "we" or "us") believe are relevant to an assessment and understanding of our consolidated financial position and results of operations. This financial and business analysis should be read in conjunction with our March 31, 2015 audited consolidated financial statements included in our Annual Report on Form 10-K filed with the SEC on June 15, 2015, as amended by the Form 10-K/A filed with the SEC on July 29, 2015.

### **Disclosure Regarding Private Securities Litigation Reform Act of 1995**

This report contains certain forward-looking statements with respect to our future performance that involve risks and uncertainties. Various factors could cause actual results to differ materially from those projected in such statements. These factors include, but are not limited to: the bankruptcy of the discontinued subsidiaries and related claims and contingent liabilities, concentration of sales to a small number of customers, changes in the financial condition of or our relationship with any of our major customers, the increasing customer pressure for lower prices and more favorable payment and other terms, lower revenues than anticipated from new and existing contracts, the increasing demands on our working capital, the significant strain on working capital associated with large inventory purchases from customers, any meaningful difference between expected production needs and ultimate sales to our customers, our ability to obtain any additional financing we may seek or require, our ability to achieve positive cash flows from operations, potential future changes in our previously reported results as a result of the identification and correction of errors in our accounting policies or procedures or the potential material weaknesses in our internal controls over financial reporting, our failure to meet the financial covenants or the other obligations set forth in our credit agreement and the lenders' refusal to waive any such defaults, increases in interest rates, the impact of high gasoline prices, consumer preferences and general economic conditions, increased competition in the automotive parts industry including increased competition from Chinese and other offshore manufacturers, difficulty in obtaining Used Cores and component parts or increases in the costs of those parts, political, criminal or economic instability in any of the foreign countries where we conduct operations, currency exchange fluctuations, unforeseen increases in operating costs, and other factors discussed herein and in our other filings with the SEC.

### **Management Overview**

We are a leading manufacturer, remanufacturer, and distributor of aftermarket automotive parts for import and domestic cars, light trucks, heavy duty, agricultural and industrial applications. We sell our products predominantly in North America to the largest auto parts retail and traditional warehouse chains and to major automobile manufacturers for both their aftermarket programs and their OES programs. Our products include (i) rotating electrical products such as alternators and starters, (ii) wheel hub assemblies and bearings, and (iii) new brake master cylinders. In July 2015, we also began selling remanufactured brake master cylinder products.

The aftermarket for automobile parts is divided into two markets. The first market is the DIY market, which is generally serviced by the large retail chain outlets. Consumers who purchase parts from the DIY channel generally install parts into their vehicles themselves. In most cases, this is a less expensive alternative than having the repair performed by a professional installer. The second market is the professional installer market, commonly known as the DIFM market. This market is generally serviced by the traditional warehouse distributors, the dealer networks, and the commercial divisions of retail chains. Generally, the consumer in this channel is a professional parts installer. Our products are distributed to both the DIY and DIFM markets.

Pursuant to the guidance provided under the FASB ASC for segment reporting, we have determined that our operating segments meet the criteria for aggregation and accordingly we have one reportable segment for purposes of recording and reporting our financial results.

### **Results of Operations for the Three Months Ended September 30, 2015 and 2014**

The following discussion and analysis should be read in conjunction with the financial statements and notes thereto appearing elsewhere herein.

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The following table summarizes certain key operating data for the periods indicated:

	Three Months Ended September 30,	
	2015	2014
Gross profit percentage	23.8%	26.0%
Cash flow provided by operations	\$ 15,843,000	\$ 9,956,000
Finished goods turnover (annualized) (1)	7.0	6.3

(1) Annualized finished goods turnover for the fiscal quarter is calculated by multiplying cost of sales for the quarter by 4 and dividing the result by the average between beginning and ending non-core finished goods inventory values for the fiscal quarter. We believe this provides a useful measure of our ability to turn our inventory into revenues.

**Net Sales and Gross Profit**

The following table summarizes net sales and gross profit for the three months ended September 30, 2015 and 2014:

	Three Months Ended September 30,	
	2015	2014
Net sales	\$ 91,670,000	\$ 70,840,000
Cost of goods sold	69,850,000	52,420,000
Gross profit	21,820,000	18,420,000
Cost of goods sold as a percentage of net sales	76.2%	74.0%
Gross profit percentage	23.8%	26.0%

*Net Sales.* Our net sales for the three months ended September 30, 2015 increased by \$20,830,000, or 29.4%, to \$91,670,000 compared to net sales for the three months ended September 30, 2014 of \$70,840,000. The increase in our net sales was across all the product lines and reflects the impact of the new business awarded to us by a significant customer for our rotating electrical products, which began shipping in January 2015. We began selling remanufactured brake master cylinder products in July 2015. Our net sales for the three months ended September 30, 2015 were negatively impacted by returns and allowances as discussed in the Cost of Goods Sold/Gross Profit paragraph below.

*Cost of Goods Sold/Gross Profit.* Our cost of goods sold as a percentage of net sales increased during the three months ended September 30, 2015 to 76.2% from 74.0% for the three months ended September 30, 2014, resulting in a corresponding decrease in our gross profit to 23.8% for the three months ended September 30, 2015 from 26.0% for the three months ended September 30, 2014. Our gross profit for the three months ended September 30, 2015 decreased primarily due to changes in the mix of product lines sold. In addition, our gross profit for the three months ended September 30, 2015 was further impacted by the following returns and allowances associated with new business: (i) \$3,352,000 of returns associated with remanufactured brake master cylinder products, (ii) \$3,396,000 of allowances in connection with core inventory purchases for remanufactured brake master cylinder products, and (iii) \$2,350,000 of returns and allowances for rotating electrical products. These decreases were partially offset by overall lower per unit costs which resulted from enhanced purchases and production and better absorption of overhead. Our gross profit for the three months ended September 30, 2014 was impacted by (i) \$6,641,000 recorded in connection with the returns of certain wheel hub and new brake master cylinder products, (ii) \$2,879,000 of allowances recorded in connection with certain core inventory purchases, and (iii) \$560,000 of initial warranty accrual set up for new brake master cylinder products.

## Operating Expenses

The following table summarizes operating expenses for the three months ended September 30, 2015 and 2014:

	Three Months Ended September 30,	
	2015	2014
General and administrative	\$ 18,219,000	\$ 9,812,000
Sales and marketing	2,632,000	1,837,000
Research and development	646,000	539,000
<b>Percent of net sales</b>		
General and administrative	19.9%	13.9%
Sales and marketing	2.9%	2.6%
Research and development	0.7%	0.8%

*General and Administrative.* Our general and administrative expenses for the three months ended September 30, 2015 were \$18,219,000, which represents an increase of \$8,407,000, or 85.7%, from general and administrative expenses for the three months ended September 30, 2014 of \$9,812,000. The increase in general and administrative expenses was primarily due to (i) \$9,250,000 accrued for the litigation settlement amount with M&T Bank and the trustee, net of insurance recoveries, in the bankruptcy cases relating to the discontinued subsidiaries and (ii) \$166,000 of increased loss recorded due to the change in the fair value of our forward foreign currency exchange contracts. These increases in general and administrative expenses were partially offset by (i) \$789,000 of decreased loss recorded due to the change in the fair value of the warrant liability and (ii) \$300,000 of decreased legal fees.

*Sales and Marketing.* Our sales and marketing expenses for the three months ended September 30, 2015 increased \$795,000, or 43.3%, to \$2,632,000 from \$1,837,000 for the three months ended September 30, 2014. The increase was due primarily to (i) \$417,000 of increase in staff to support our growth initiatives, (ii) \$293,000 of increased commissions, and (iii) \$42,000 of increased advertising expenses.

*Research and Development.* Our research and development expenses increased by \$107,000, or 19.9%, to \$646,000 for the three months ended September 30, 2015 from \$539,000 for the three months ended September 30, 2014, due primarily to \$77,000 of increase in staff to support our growth initiatives and \$57,000 of increased supplies expense, partially offset by \$22,000 of decreased travel.

## Interest Expense

*Interest Expense, net.* Our interest expense, net for the three months ended September 30, 2015 decreased \$726,000, or 21.7%, to \$2,613,000 from \$3,339,000 for the three months ended September 30, 2014. We entered into a new credit facility on June 3, 2015 which resulted in a decrease in interest expense due to lower interest rates and lower average outstanding balances on our loans. This was partially offset by a higher balance of receivables discounted during the three months ended September 30, 2015 as compared to the three months ended September 30, 2014 and the amortization of interest on accrued core payments.

## Provision for Income Taxes

*Income Tax.* We recorded an income tax benefit for the three months ended September 30, 2015 of \$898,000, or an effective tax rate of 39.2%, and income tax expense for the three months ended September 30, 2014 of \$1,418,000, or an effective tax rate of 49.0%, respectively. The income tax rates for each period were higher than the federal statutory rate primarily due to (i) state income taxes, which were partially offset by the benefit of lower statutory tax rates in foreign taxing jurisdiction, (ii) the non-deductible executive compensation under Internal Revenue Code Section 162(m), and (iii) the non-deductible expense in connection with the fair value adjustment on the warrants. In addition, the income rate for the three months ended September 30, 2014 includes the required adjustments to reflect the appropriate six-month rate for fiscal 2015 and by the payments made under voluntary disclosure agreements with certain states.

## Results of Operations for the Six Months Ended September 30, 2015 and 2014

The following discussion and analysis should be read in conjunction with the financial statements and notes thereto appearing elsewhere herein.

The following table summarizes certain key operating data for the periods indicated:

	Six Months Ended September 30,	
	2015	2014
Gross profit percentage	26.9%	27.1%
Cash flow provided by continuing operations	\$ 19,177,000	\$ 12,593,000
Finished goods turnover (annualized) (1)	6.6	5.9

(1) Annualized finished goods turnover for the period is calculated by multiplying cost of sales for the period by 2 and dividing the result by the average between beginning and ending non-core finished goods inventory values for the period. We believe this provides a useful measure of our ability to turn our inventory into revenues.

### Net Sales and Gross Profit

The following table summarizes net sales and gross profit for the six months ended September 30, 2015 and 2014:

	Six Months Ended September 30,	
	2015	2014
Net sales	\$ 177,505,000	\$ 133,815,000
Cost of goods sold	129,694,000	97,579,000
Gross profit	47,811,000	36,236,000
Cost of goods sold as a percentage of net sales	73.1%	72.9%
Gross profit percentage	26.9%	27.1%

*Net Sales.* Our net sales for the six months ended September 30, 2015 increased by \$43,690,000, or 32.6%, to \$177,505,000 compared to net sales for the six months ended September 30, 2014 of \$133,815,000. The increase in our net sales was across all the product lines and reflects the impact of the new business awarded to us by a significant customer for our rotating electrical products, which began shipping in January 2015. We began selling remanufactured brake master cylinder products in July 2015. Our net sales for the six months ended September 30, 2015 were negatively impacted by returns and allowances as discussed in the Cost of Goods/Gross Profit paragraph below.

*Cost of Goods Sold/Gross Profit.* Our cost of goods sold as a percentage of net sales increased during the six months ended September 30, 2015 to 73.1% from 72.9% for the six months ended September 30, 2014, resulting in a corresponding decrease in our gross profit to 26.9% for the six months ended September 30, 2015 from 27.1% for the six months ended September 30, 2014. Our gross profit for the six months ended September 30, 2015 decreased primarily due to changes in the mix of product lines sold. In addition, our gross profit for the six months ended September 30, 2015 was further impacted by the following returns and allowances associated with new business: (i) \$3,352,000 of returns associated with remanufactured brake master cylinder products, (ii) \$3,396,000 of allowances in connection with core inventory purchases for remanufactured brake master cylinder products, and (iii) \$2,350,000 of returns and allowances for rotating electrical products. These decreases were partially offset by overall lower per unit costs which resulted from enhanced purchases and production and better absorption of overhead. Our gross profit for the six months ended September 30, 2014 was impacted by (i) \$6,641,000 recorded in connection with the returns of certain wheel hub and new brake master cylinder products, (ii) \$2,879,000 of allowances recorded in connection with certain core inventory purchases, (iii) \$560,000 of initial warranty accrual set up for new brake master cylinder products, (iv) special upfront allowances incurred of \$442,000, and (v) \$189,000 of start-up costs incurred related to the introduction of our new brake master cylinder products.

**Operating Expenses**

The following table summarizes operating expenses for the six months ended September 30, 2015 and 2014:

	<b>Six Months Ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
General and administrative	\$ 29,579,000	\$ 15,204,000
Sales and marketing	4,912,000	3,663,000
Research and development	1,382,000	1,061,000
<b>Percent of net sales</b>		
General and administrative	16.7%	11.4%
Sales and marketing	2.8%	2.7%
Research and development	0.8%	0.8%

*General and Administrative.* Our general and administrative expenses for the six months ended September 30, 2015 were \$29,579,000, which represents an increase of \$14,375,000, or 94.5%, from general and administrative expenses for the six months ended September 30, 2014 of \$15,204,000. The increase in general and administrative expenses was primarily due to (i) \$9,250,000 accrued for the litigation settlement amount with M&T Bank and the trustee, net of insurance recoveries, in the bankruptcy cases relating to the discontinued subsidiaries, (ii) \$1,759,000 of increased legal fees, (iii) \$1,467,000 of increased loss recorded due to the change in the fair value of the warrant liability, (iv) \$828,000 of increase in staff to support our growth initiatives, (v) \$680,000 of increased expense for professional services, and (vi) \$221,000 of increased loss recorded due to the change in the fair value of our forward foreign currency exchange contracts.

*Sales and Marketing.* Our sales and marketing expenses for the six months ended September 30, 2015 increased \$1,249,000, or 34.1%, to \$4,912,000 from \$3,663,000 for the six months ended September 30, 2014. The increase was due primarily to (i) \$580,000 of increase in staff to support our growth initiatives, (ii) \$450,000 of increased commissions, (iii) \$100,000 of increased other marketing expenses in connection with the new rotating electrical business, and (iv) \$96,000 of increased advertising expenses.

*Research and Development.* Our research and development expenses increased by \$321,000, or 30.3%, to \$1,382,000 for the six months ended September 30, 2015 from \$1,061,000 for the six months ended September 30, 2014, due primarily to (i) \$194,000 of increase in staff to support our growth initiatives and (ii) \$135,000 of increased supplies expense.

**Interest Expense**

*Interest Expense, net.* Our interest expense, net for the six months ended September 30, 2015 increased \$4,298,000, or 63.7%, to \$11,050,000 from \$6,752,000 for the six months ended September 30, 2014. The increase in interest expense was due primarily to the write-off of previous debt issuance costs of \$5,108,000 in connection with the Financing Agreement which was terminated when we entered into a new credit facility on June 3, 2015. In addition, interest expense increased due to a higher balance of receivables discounted during the six months ended September 30, 2015 as compared to the six months ended September 30, 2014 and the amortization of interest on accrued core payments. These increases were partially offset by lower interest on our new credit facility due to lower interest rates and lower average outstanding balances on our loans.

**Provision for Income Taxes**

*Income Tax.* Our income tax expense was \$370,000, or an effective tax rate of 41.7%, and \$4,132,000, or an effective tax rate of 43.2% during the six months ended September 30, 2015 and 2014, respectively. The income tax rates were higher than the federal statutory rate primarily due to (i) state income taxes, which were partially offset by the benefit of lower statutory tax rates in foreign taxing jurisdiction, (ii) the impact of non-deductible executive compensation under Internal Revenue Code Section 162(m), and (iii) the non-deductible expenses in connection with the fair value adjustment on the warrants. In addition, the income tax rate for the six months ended September 30, 2014 was impacted by the payments made under voluntary disclosure agreements with certain states.

**Liquidity and Capital Resources****Overview**

At September 30, 2015, we had negative working capital of \$3,501,000, a ratio of current assets to current liabilities of 0.97:1, and cash of \$31,698,000, compared to working capital of \$66,734,000, a ratio of current assets to current liabilities of 1.6:1, and cash of \$61,230,000 at March 31, 2015. We generated cash during the six months ended September 30, 2015 from operations and the use of receivable discount programs with certain of our major customers. The cash generated from these activities was used for the repayment of our Term Loans, build up our long-term core inventory to support higher sales, and to make accrued core payments.

We believe our cash and cash equivalents, short-term investments, use of receivable discount programs, amounts available under our credit facility, and other sources are sufficient to satisfy our expected future working capital needs, repayment of the current portion of our term loans, capital lease commitments, and capital expenditure obligations over the next twelve months.

**Cash Flows**

Cash flows as reflected in the consolidated statement of cash flows for the six months ended September 30, 2015 and 2014 are summarized as follows:

	<b>Six Months Ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
<b>Cash provided by (used in):</b>		
Operating activities	\$ 19,177,000	\$ 12,593,000
Investing activities	(6,669,000)	(1,281,000)
Financing activities	(41,858,000)	53,142,000
Effect of exchange rates on cash and cash equivalents	(182,000)	(8,000)
Net (decrease) increase in cash and cash equivalents	<u>\$ (29,532,000)</u>	<u>\$ 64,446,000</u>
<b>Additional selected cash flow data:</b>		
Depreciation and amortization	\$ 1,431,000	\$ 1,248,000
Capital expenditures	2,730,000	1,217,000

Net cash provided by operating activities was \$19,177,000 and \$12,593,000 during the six months ended September 30, 2015 and 2014, respectively. The significant changes in our operating activities for the six months ended September 30, 2015, were due primarily to (i) reduction in our non-core finished good inventory as a result of higher sales, (ii) higher accounts payable balances due to our concerted efforts to purchase from vendors with more favorable terms, (iii) accrued core payments made during the current fiscal year, and (iv) increased long-term core inventory to support higher sales.

Net cash used in investing activities was \$6,669,000 and \$1,281,000 during the six months ended September 30, 2015 and 2014, respectively. The increase in investing activities during the six months ended September 30, 2015, were due mainly to (i) the acquisition of OE Plus, (ii) the purchase of equipment for our office, manufacturing and warehousing facilities, and (iii) additions to our short-term investments.

Net cash used in financing activities during the six months ended September 30, 2015 was \$41,858,000 compared to net cash provided by financing activities during the six months ended September 30, 2014 of \$53,142,000. The change in financing activities during the six months ended September 30, 2015 was due mainly to (i) increased net repayment of our long term debt, (ii) the payment of debt issuance costs, and (iii) increased proceeds from stock options exercised. Our prior year financing activities included the net proceeds received from our public offering in September 2014.

## Capital Resources

### Debt

We are party to the following credit agreements.

#### Credit Facility

We were party to a financing agreement (as amended, modified, amended and restated or supplemented, the “Financing Agreement”) with a syndicate of lenders party thereto, Cerberus Business Finance, LLC, as collateral agent, and PNC Bank, National Association, as administrative agent. The Financing Agreement was comprised of (i) a \$95,000,000 term facility (the “Term Loans” and (ii) an up to \$40,000,000 revolving facility subject to borrowing base restrictions and a \$10,000,000 sublimit for letters of credit (the “Revolving Facility”). The interest rate on our Term Loans using the LIBOR option was 6.75% at March 31, 2015. The obligations under the Financing Agreement were repaid on June 3, 2015.

On June 3, 2015, we entered into a new \$125,000,000 senior secured financing (the “Credit Facility”) with the lenders party thereto, and PNC Bank, National Association, as administrative agent, consisting of (i) a \$100,000,000 revolving loan facility, subject to borrowing base restrictions and a \$15,000,000 sublimit for letters of credit (the “New Revolving Facility”) and (ii) a \$25,000,000 term loan facility (the “New Term Loans”). The loans under the Credit Facility mature on June 3, 2020. In connection with the Credit Facility, the lenders were granted a security interest in substantially all of our assets.

In November 2015, we entered into a consent and first amendment to the Credit Facility (the “First Amendment”) which (i) provided consent for us to enter into the litigation settlement agreement with M&T Bank and the trustee in the bankruptcy cases relating to the discontinued subsidiaries and (ii) amended certain terms and provisions of the Credit Facility.

The New Term Loans require quarterly principal payments of \$781,250 beginning October 1, 2015. The New Revolving Facility and New Term Loans made under the Credit Facility bear interest at rates equal to either LIBOR plus a margin of 2.50%, 2.75% or 3.00% or a reference rate plus a margin of 1.50%, 1.75% or 2.00%, in each case depending on the total leverage ratio as of the applicable measurement date. There is also a facility fee of 0.25% to 0.375%, depending on the total leverage ratio as of the applicable measurement date. The interest rate on our New Revolving Facility and New Term Loans was 2.95% using the LIBOR option at September 30, 2015.

The Credit Facility, among other things, requires us to maintain certain financial covenants including a maximum total leverage ratio and a minimum fixed charge coverage ratio. We were in compliance with all financial covenants as of September 30, 2015.

The following table summarizes the financial covenants required under the Credit Facility reflecting the First Amendment:

	Calculation as of September 30, 2015	Financial covenants required per the Credit Facility
Maximum senior leverage ratio	0.59	2.50
Minimum fixed charge coverage ratio	1.78	1.05

In addition to other covenants, the Credit Facility places limits on our ability to, incur liens, incur additional indebtedness, make loans and investments, engage in mergers and acquisitions, engage in asset sales, declare dividends or redeem or repurchase capital stock, alter the business conducted by us and our subsidiaries, transact with affiliates, prepay, redeem or purchase subordinated debt, and amend or otherwise alter debt agreements.

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At September 30, 2015, we had \$15,000,000 outstanding under the New Revolving Facility. In addition, \$430,000 was reserved for standby letters of credit for workers' compensation insurance and \$1,980,000 for commercial letters of credit at September 30, 2015. We had no outstanding balance under the Revolving Facility at March 31, 2015. At September 30, 2015, \$82,590,000, subject to certain adjustments, was available under the New Revolving Facility.

WX Agreement

In August 2012, we entered into a Revolving Credit/Strategic Cooperation Agreement (the "WX Agreement") with Wanxiang America Corporation (the "Supplier") and the discontinued subsidiaries. In connection with the WX Agreement, we also issued a warrant (the "Supplier Warrant") to the Supplier to purchase up to 516,129 shares of our common stock for an initial exercise price of \$7.75 per share exercisable at any time after August 22, 2014 and on or prior to September 30, 2017. The exercise price is subject to adjustments, among other things, for sales of common stock by us at a price below the exercise price.

The fair value of the Supplier Warrant using level 3 inputs and the Monte Carlo simulation model was \$12,248,000 and \$10,506,000 at September 30, 2015 and March 31, 2015, respectively. This amount is recorded as a warrant liability which is included in other liabilities in the consolidated balance sheets at September 30, 2015 and March 31, 2015. During the three months ended September 30, 2015 and 2014, losses of \$600,000 and \$1,389,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of this warrant liability. During the six months ended September 30, 2015 and 2014, losses of \$1,742,000 and \$275,000, respectively, were recorded in general and administrative expenses due to the change in the fair value of this warrant liability

*Receivable Discount Programs*

We use receivable discount programs with certain customers and their respective banks. Under these programs, we have options to sell those customers' receivables to those banks at a discount to be agreed upon at the time the receivables are sold. These discount arrangements allows us to accelerate collection of customers' receivables. While these arrangements have reduced our working capital needs, there can be no assurance that these programs will continue in the future. Interest expense resulting from these programs would increase if interest rates rise, if utilization of these discounting arrangements expands or if the discount period is extended to reflect more favorable payment terms to customers.

The following is a summary of the receivable discount programs:

	Six Months Ended September 30,	
	2015	2014
Receivables discounted	\$ 167,905,000	\$ 136,326,000
Weighted average days	342	336
Annualized weighted average discount rate	2.2%	2.0%
Amount of discount as interest expense	\$ 3,452,000	\$ 2,542,000

*Off-Balance Sheet Arrangements*

At September 30, 2015, we had no off-balance sheet financing or other arrangements with unconsolidated entities or financial partnerships (such as entities often referred to as structured finance or special purpose entities) established for purposes of facilitating off-balance sheet financing or other debt arrangements or for other contractually narrow or limited purposes.

## **Capital Expenditures and Commitments**

### ***Capital Expenditures***

Our capital expenditures were \$2,730,000 and \$1,217,000 for the six months ended September 30, 2015 and 2014, respectively. Our capital expenditures were primarily related to the purchase of equipment for our office, manufacturing and warehousing facilities. We expect our fiscal year 2016 capital expenditures to be approximately \$4,000,000 for initiatives primarily related to our purchases of equipment, information technology, and leasehold improvements to our current facilities. We expect to use our working capital and incur additional capital lease obligations to finance these capital expenditures.

### **Related Party Transactions**

There have been no material changes to our related party transactions that are presented in our Annual Report on Form 10-K for the year ended March 31, 2015, which was filed on June 15, 2015, and as amended by the Form 10-K/A filed with the SEC on July 29, 2015.

### **Litigation**

There have been no material changes to our litigation matters that are presented in our Annual Report on Form 10-K for the year ended March 31, 2015, which was filed on June 15, 2015, and as amended by the Form 10-K/A filed with the SEC on July 29, 2015, except as discussed below.

On October 26, 2015, we entered into a settlement and general and specific release agreement with M&T Bank and the trustee in the bankruptcy cases relating to the discontinued subsidiaries, which resolves the litigation and releases the claims made or threatened by those parties against us and our executives in exchange for a payment by us of \$18,500,000, of which \$9,250,000 will be paid by our insurers under applicable insurance policies. As a result, we recorded an accrual of \$9,250,000, net of insurance recoveries, in accrued liabilities in the consolidated balance sheet at September 30, 2015. None of the parties admit the allegations made by any other party, and the settlement is being entered into for the purpose of avoiding the time, expense, inconvenience and delay incident to protracted litigation. The settlement agreement is subject to approval by the applicable courts and other customary conditions.

### **Critical Accounting Policies**

There have been no material changes to our critical accounting policies and estimates that are presented in our Annual Report on Form 10-K for the year ended March 31, 2015, which was filed on June 15, 2015, except as discussed below.

### ***Recently Adopted Accounting Standards***

#### *Debt Issuance Costs*

In April 2015, the FASB issued guidance that requires debt issuance costs related to a recognized liability to be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability. In August 2015, the FASB issued guidance to clarify that an entity may elect to present debt issuance costs related to a line-of-credit arrangement as an asset, regardless of whether or not there are any outstanding borrowings on the line-of-credit arrangement. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim period within those fiscal years. Early adoption of this guidance is permitted for financial statements that have not been previously issued. We adopted this guidance effective June 30, 2015 which resulted in the reclassification of debt issuance cost of \$879,000 from other assets and is now presented as a direct deduction of \$110,000 to the current portion of the term loan and \$769,000 to the noncurrent portion of the term loan in the previously reported consolidated balance sheet at March 31, 2015. We elected to continue presenting debt issuance costs related to our revolving credit facilities as an asset. The adoption of this guidance did not have any other impact on our consolidated financial statements.

*Discontinued Operations*

In April 2014, the FASB issued guidance on reporting discontinued operations. The new guidance changes the criteria for determining which disposals can be presented as discontinued operations and modifies related disclosure requirements. Under the new guidance, a discontinued operation is defined as a disposal of a component or group of components that is disposed of or is classified as held for sale and represents a strategic shift that has or will have a major effect on an entity's operations and financial results. The guidance applies prospectively to new disposals and new classifications of disposal groups as held for sale after the effective date. The standard is required to be adopted by public business entities in annual periods beginning on or after December 15, 2014, and interim periods within those annual periods. The adoption of this guidance did not have any impact on our financial position, results of operations or cash flows.

*Business Combinations*

In September 2015, the FASB issued guidance simplifying the accounting for measurement-period adjustments. The guidance requires that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined, including the cumulative effect of the change in provisional amount as if the accounting had been completed at the acquisition date. The adjustments related to previous reporting periods since the acquisition date must be disclosed by income statement line item either on the face of the income statement or in the notes. This guidance is effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years and earlier adoption is permitted for financial statements that have not been issued. We adopted this guidance effective September 30, 2015, which resulted in no material effect on our financial position, results of operations, or cash flows.

***New Accounting Pronouncements***

*Revenue Recognition*

In May 2014, the FASB issued guidance codified in ASC 606, "Revenue Recognition - Revenue from Contracts with Customers", which amends the guidance in the former ASC 605, "Revenue Recognition". The new guidance is effective for annual periods beginning after December 15, 2016, and interim periods within that reporting period for a public company. A full or modified retrospective transition method is required. In August 2015, the FASB delayed the effective date by one year to annual periods beginning after December 15, 2017, and interim periods within that reporting period for a public company. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. We are currently evaluating the impact of the provisions of this guidance to our consolidated financial statements.

*Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*

In August 2014, the FASB issued guidance which requires an entity to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued). If conditions or events raise substantial doubt that is not alleviated, an entity should disclose that there is substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued), along with the principal conditions or events that raise substantial doubt, management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations and management's plans that are intended to mitigate those conditions. The new guidance is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. We do not expect any impact on our financial position, results of operations or cash flows from the adoption of this guidance.

*Extraordinary Items*

In January 2015, the FASB issued guidance that simplifies income statement presentation by eliminating the concept of extraordinary items. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. A reporting entity may apply the amendments prospectively or retrospectively to all prior periods presented in the financial statements. Early adoption is permitted provided that the guidance is applied from the beginning of the fiscal year of adoption. We do not expect any impact on its consolidated financial statements from the adoption of this guidance.

*Inventory*

In July 2015, the FASB issued guidance that requires an entity to measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using LIFO or the retail inventory method. The amendments in this update are effective for financial statements issued for fiscal years beginning after December 15, 2016, and interim periods within fiscal years beginning after December 15, 2017. The amendments in this update should be applied prospectively with earlier application permitted as of the beginning of an interim or annual reporting period. We are currently evaluating the impact of the provisions of this guidance to our consolidated financial statements.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There have been no material changes in market risk from the information provided in Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report on Form 10-K as of March 31, 2015, which was filed with the SEC on June 15, 2015.

**Item 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

We have established disclosure controls and procedures designed to ensure that the information required to be disclosed by the Company in the reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and that such information is accumulated and communicated to management, including our Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, as appropriate to allow timely decisions regarding required disclosures.

Under the supervision and with the participation of management, including our Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, we have conducted an evaluation of the effectiveness of our disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e). Based on this evaluation, our Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer concluded that MPA's disclosure controls and procedures were effective as of September 30, 2015.

**Inherent Limitations Over Internal Controls**

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f).

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America, applying certain estimates and judgments as required.

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Internal control over financial reporting includes those policies and procedures that:

1. Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
2. Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
3. Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**Changes in Internal Control Over Financial Reporting**

There were no changes in MPA's internal control over financial reporting during the second quarter ended September 30, 2015 that have materially affected, or are reasonably likely to materially affect, MPA's internal control over financial reporting.

## PART II — OTHER INFORMATION

### Item 1. Legal Proceedings

There have been no material changes to our litigation matters that are presented in our Annual Report on Form 10-K for the year ended March 31, 2015, which was filed on June 15, 2015, and as amended by the Form 10-K/A filed with the SEC on July 29, 2015, except as discussed below.

On October 26, 2015, we entered into a settlement and general and specific release agreement with M&T Bank and the trustee in the bankruptcy cases relating to the discontinued subsidiaries, which resolves the litigation and releases the claims made or threatened by those parties against us and our executives in exchange for a payment by us of \$18,500,000, of which \$9,250,000 will be paid by our insurers under applicable insurance policies. As a result, we recorded an accrual of \$9,250,000, net of insurance recoveries, in accrued liabilities in the consolidated balance sheet at September 30, 2015. None of the parties admit the allegations made by any other party, and the settlement is being entered into for the purpose of avoiding the time, expense, inconvenience and delay incident to protracted litigation. The settlement agreement is subject to approval by the applicable courts and other customary conditions.

### Item 1A. Risk Factors

There have been no material changes in the risk factors set forth in Item 1A to Part I of our Annual Report on Form 10-K for the fiscal year ended March 31, 2015, filed on June 15, 2015 and as amended by the Form 10-K/A filed with the SEC on July 29, 2015.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

*Limitation on Payment of Dividends*—The Credit Facility prohibits the declaration or payment of any dividends by us other than dividends payable in our capital stock.

### Item 3. Defaults Upon Senior Securities

None.

### Item 5. Other Information

None.

**Item 6. Exhibits**

(a) Exhibits:

<b>Number</b>	<b>Description of Exhibit</b>	<b>Method of Filing</b>
3.1	Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form SB-2 declared effective on March 22, 1994 (the "1994 Registration Statement").
3.2	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form S-1 (No. 33-97498) declared effective on November 14, 1995.
3.3	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1997.
3.4	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.4 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1998 (the "1998 Form 10-K").
3.5	Amendment to Certificate of Incorporation of the Company	Incorporated by reference to Exhibit C to the Company's proxy statement on Schedule 14A filed with the SEC on November 25, 2003.
3.6	Amended and Restated By-Laws of Motorcar Parts of America, Inc.	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on August 24, 2010.
3.7	Certificate of Amendment of the Certificate of Incorporation of the Company	Incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K filed on April 9, 2014.
4.1	2003 Long Term Incentive Plan	Incorporated by reference to Exhibit 4.9 to the Company's Registration Statement on Form S-8 filed with the SEC on April 2, 2004.
4.2	2004 Non-Employee Director Stock Option Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A for the 2004 Annual Shareholders Meeting.
4.3	2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on December 15, 2010.
4.4	Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on March 5, 2013.
4.5	Second Amended and Restated 2010 Incentive Award Plan	Incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed on March 3, 2014.

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<b>Number</b>	<b>Description of Exhibit</b>	<b>Method of Filing</b>
4.6	2014 Non-Employee Director Incentive Award Plan	Incorporated by reference to Appendix B to the Proxy Statement on Schedule 14A filed on March 3, 2014.
10.1	Revolving Credit, Term Loan and Security Agreement, dated as of June 3, 2015, among Motorcar Parts of America, Inc., each lender from time to time party thereto, and PNC Bank, National Association, as agent	Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 8, 2015.
<a href="#">10.2</a>	First Amendment to the Credit Facility, dated as of November 5, 2015, among Motorcar Parts of America, Inc. each lender from time to time party thereto, and PNC Bank, National Association, as agent	Filed herewith.
<a href="#">31.1</a>	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.
<a href="#">31.2</a>	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.
<a href="#">31.3</a>	Certification of Chief Accounting Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002	Filed herewith.
<a href="#">32.1</a>	Certifications of Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer pursuant to Section 906 of the Sarbanes Oxley Act of 2002	Filed herewith.
101.1	The following financial information from Motorcar Parts of America, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2015, formatted in Extensible Business Reporting Language ("XBRL") and filed electronically herewith: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Operations; (iii) the Consolidated Statements of Comprehensive (loss) Income, (iv) the Consolidated Statements of Cash Flows; and (v) the Condensed Notes to Consolidated Financial Statements	Filed herewith.

**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, thereunto duly authorized.

MOTORCAR PARTS OF AMERICA, INC

Dated: November 9, 2015

By: /s/ David Lee  
David Lee  
Chief Financial Officer

Dated: November 9, 2015

By: /s/ Kevin Daly  
Kevin Daly  
Chief Accounting Officer

**CONSENT AND FIRST AMENDMENT TO LOAN AGREEMENT**

CONSENT AND FIRST AMENDMENT TO LOAN AGREEMENT, dated as of November 5, 2015 (this “First Amendment”), to the Revolving Credit, Term Loan and Security Agreement, dated as of June 3, 2015 (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 New York corporation (“Borrower”), the other Persons from time to time party thereto as guarantors, the lenders from time to time party thereto (each, a “Lender” and collectively, the “Lenders”) and PNC Bank, National Association (“PNC”), as agent for the Lenders (PNC in such capacity, together with its successors and assigns in such capacity, “Agent”).

WHEREAS, Borrower has requested that, notwithstanding the terms of the Loan Agreement, Agent and the Lenders consent to a proposed Settlement and General and Specific Release Agreement between Borrower, M&T Bank and the trustee in the bankruptcy cases relating to Borrower’s former wholly owned subsidiaries, Fenwick Automotive Products Limited and Introcan, Inc., and their subsidiaries and affiliates, Rafko Logistics, Inc., Rafko Holdings, Inc., Rafko Enterprises, Inc., LH Distribution, Inc. and Flo-Pro, Inc., dated as of October 26, 2015 (the “Proposed Settlement”);

WHEREAS, Borrower, Agent and the Lenders also 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. Consent. Agent and Lenders hereby consent to the Proposed Settlement as of the First Amendment Effective Date (as defined in Section 4 below).
3. Amendments.
  - (a) Existing Definitions.
    - (i) The definition of “Consolidated EBITDA” in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

““Consolidated EBITDA” shall mean, with respect to any Person for any period, (a) the Consolidated Net Income of such Person and its Subsidiaries for such period, plus (b) without duplication, the sum of the following amounts of such Person and its Subsidiaries for such period and to the extent deducted in determining Consolidated Net Income of such Person for such period: (i) Consolidated Net Interest Expense, (ii) income tax expense, (iii) depreciation expense, (iv) amortization expense, (v) severance charges in an aggregate amount not to exceed \$100,000 for any fiscal year of Borrower, (vi) any non-cash expenses incurred in connection with stock options and other equity-based compensation, (vii) non-cash charges reducing Consolidated Net Income (excluding any non-cash charge that results in an accrual of a reserve for cash charges in any future period) for such period, (viii) standard inventory revaluation write-downs and write-ups, (ix) non-cash losses on Hedging Agreements, (x) any expenses incurred in connection with stock offerings, (xi) the amount of all costs, fees and expenses incurred in connection with the Transactions, (xii) through the fiscal quarter ending June 30, 2017, any legal costs and expenses incurred by such Person and its Subsidiaries in connection with any discontinued subsidiaries and certain litigation matters in an aggregate amount not to exceed \$14,250,000 for such period, (xiii) costs and expenses incurred as a result of any step up accounting adjustments, (xiv) all transactional costs, expenses and charges payable in connection with, any acquisition (whether or not consummated) in an amount not to exceed \$350,000 for any fiscal year of Borrower, (xv) all transactional costs, expenses and charges payable in connection with the Specified Acquisition in an amount not to exceed \$280,000 and (xvi) Premium To Inventory Purchases in an aggregate amount not to exceed \$15,000,000 for such period, minus (c) without duplication, the sum of the following amounts of such Person and its Subsidiaries for such period and to the extent included in determining Consolidated Net Income of such Person for such period: (i) non-cash items increasing Consolidated Net Income (other than the accrual of revenue or recording of Receivables in the Ordinary Course of Business) for such period and (ii) non-cash gains on Hedging Agreements.

Notwithstanding the foregoing or anything to the contrary contained herein, Consolidated EBITDA for the fiscal quarters ended September 30, 2014, December 31, 2014, and March 31, 2015, respectively, shall be as separately agreed by Agent and Borrower.”

For the avoidance of doubt, the definition of Consolidated EBITDA, as modified by this First Amendment, shall be given effect for purposes of covenant calculations under the Loan Agreement for the period ended September 30, 2015.

4. 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) First Amendment Fee Letter; Payment of Fees, Etc. (A) Agent shall have received, on or before the First Amendment Effective Date, that certain fee letter, dated as of November 5, 2015, among Agent and Borrower (the "First Amendment Fee Letter"), duly executed by Borrower, and (B) Borrower shall have paid, on or before the First Amendment Effective Date, (i) all fees due and payable on or prior to the First Amendment Effective Date pursuant to the First Amendment Fee Letter and (ii) all fees and invoiced costs and expenses then payable by Borrower pursuant to the Loan Documents, including, without limitation, Section 16.9 of the Loan Agreement. All fees under this Section 4(c) shall be fully earned and payable as of the First Amendment Effective Date, and may be charged by Agent to the Borrower's Account.

5. 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 4(a) of this First Amendment are true and correct.

6. 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.

7. 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 Borrower under the Loan Agreement, or the other Loan Documents, as amended hereby, from any of its obligations and liabilities as "Borrower" thereunder.

( b ) Borrower hereby (i) acknowledges and reaffirms its obligations as set forth in each Loan Document, as amended hereby, (ii) agrees 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) confirms, ratifies and reaffirms 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.

8. 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 telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this First Amendment.

( 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. Borrower agrees 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.

BORROWER:

**MOTORCAR PARTS OF AMERICA, INC.**

By: /s/ Selwyn Joffe

Name: Selwyn Joffe

Title: Chairman, President & CEO

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AGENT AND LENDER:

**PNC BANK, NATIONAL ASSOCIATION**

By: /s/ Frederick Kiehne  
Name: Frederick Kiehne  
Title: Senior Vice President

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LENDERS:

**EVERBANK**

By: /s/ Mark Fagnani  
Name: Mark Fagnani  
Title: Senior Vice President

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**SCOTTRADE BANK**

By: /s/ Robert M. Sander  
Name: Robert M. Sander  
Title: Vice President

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**ISRAEL DISCOUNT BANK OF NEW YORK**

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

By: /s/ Richard Miller  
Name: Richard Miller  
Title: Senior Vice President

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**CERTIFICATIONS**

I, Selwyn Joffe, certify that:

1. I have reviewed this report on Form 10-Q of Motorcar Parts of America, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

/s/ Selwyn Joffe  
Selwyn Joffe  
Chief Executive Officer

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**CERTIFICATIONS**

I, David Lee, certify that:

1. I have reviewed this report on Form 10-Q of Motorcar Parts of America, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based upon such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

/s/ David Lee

David Lee

Chief Financial Officer

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**CERTIFICATIONS**

I, Kevin Daly, certify that:

1. I have reviewed this report on Form 10-Q of Motorcar Parts of America, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused, such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based upon such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

/s/ Kevin Daly  
Kevin Daly  
Chief Accounting Officer

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**CERTIFICATE OF CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND CHIEF ACCOUNTING OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Quarterly Report"), I, Selwyn Joffe, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Quarterly Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Selwyn Joffe  
Selwyn Joffe  
Chief Executive Officer  
November 9, 2015

In connection with the Quarterly Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Quarterly Report"), I, David Lee, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Quarterly Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David Lee  
David Lee  
Chief Financial Officer  
November 9, 2015

In connection with the Quarterly Report of Motorcar Parts of America, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Quarterly Report"), I, Kevin Daly, Chief Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Quarterly Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kevin Daly  
Kevin Daly  
Chief Accounting Officer  
November 9, 2015

The foregoing certifications are being furnished to the Securities and Exchange Commission as part of the accompanying report on Form 10-Q. A signed original of each of these statements has been provided to Motorcar Parts of America, Inc. and will be retained by Motorcar Parts of America, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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