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18 *Interim Co-Lead Counsel for Plaintiffs*

19 **UNITED STATES DISTRICT COURT**  
20 **NORTHERN DISTRICT OF CALIFORNIA**  
21 **SAN FRANCISCO DIVISION**

22 **IN RE TRANSPACIFIC PASSENGER**  
23 **AIR TRANSPORTATION**  
24 **ANTITRUST LITIGATION**

Civil Case No. 3:07-CV-05634-CRB  
MDL 1913

25 **This Document Relates To:**

26 **All Actions**

**DECLARATION OF CHRISTOPHER L. LEBSOCK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH DEFENDANTS PHILLIPPINE AIRLINES, INC., AIR NEW ZEALAND LIMITED, AND CHINA AIRLINES, LTD.**

1 I, Christopher Lebsock, declare as follows:

2 1. I am an attorney licensed to practice before the courts of the State of California,  
3 and a partner of the law firm Hausfeld LLP, Interim Co-Lead Class Counsel for the putative  
4 classes. I make this Declaration in Support of Plaintiffs' Motion for Preliminary Approval of  
5 Settlements with Defendants Philippine Airlines, Inc. ("PAL"), Air New Zealand Limited  
6 ("ANZ"), and China Airlines, Ltd. ("CAL"). I have personal knowledge of the facts stated in this  
7 Declaration and, if called as a witness, I could and would testify competently to them.

8 2. The first cases in this multidistrict litigation were filed in November 2007. The  
9 Judicial Panel on Multidistrict Litigation transferred these proceedings to this Court on February  
10 26, 2008.

11 3. Counsel for Plaintiffs and counsel for PAL commenced settlement negotiations  
12 several years ago. Over the course of many years, counsel for Plaintiffs and PAL met to discuss  
13 potential settlement in light of each party's respective views of the merits of the case, and  
14 exchanged demands and counter-offers. These settlement negotiations resulted in the execution  
15 of a settlement agreement with PAL on January 3, 2017. The parties also executed an  
16 amendment to the settlement agreement to correct payment dates on January 23, 2017. The  
17 settlement agreement and amendment are attached as Exhibit 1 ("PAL Settlement Agreement").

18 4. Plaintiffs' counsel deliberated carefully and at arm's length before entering the  
19 settlement with PAL and believe that the settlement is in the best interests of the class. The PAL  
20 Settlement Agreement provides for a payment to the class defined therein of \$9 million.

21 5. Additionally, PAL has agreed to cooperate with Plaintiffs in the prosecution of this  
22 action by providing information relating to Plaintiffs' allegations, including through (1) attorney  
23 proffers; (2) interviews of persons with knowledge regarding the conspiratorial conduct alleged  
24 in Plaintiffs' SAC; (3) the production of relevant documents, including assistance in establishing  
25 the admissibility of the documents produced; and (4) assistance reasonably necessary to establish  
26 the admissibility for trial of documents PAL produced.

27 6. The amount of the settlement with PAL was premised on the following facts: (1)  
28 the evidentiary record as of the date of the settlement, (2) its agreement to provide cooperation to

1 Plaintiffs' counsel, (3) the evidence of its participation in the conspiracy alleged and its legal  
2 defenses, and (4) PAL's transactional data and overall volume of commerce for U.S. originating  
3 travel.

4 7. Plaintiffs' counsel first engaged in settlement negotiations with counsel for ANZ  
5 several years ago. Over the course of many years, counsel for Plaintiffs and ANZ met to discuss  
6 potential settlement in light of each party's respective views of the merits of the case, and  
7 exchanged demands and counter-offers. These settlement negotiations resulted in the execution  
8 of a settlement agreement with Air New Zealand on January 9, 2017. The settlement agreement  
9 is attached as Exhibit 2 ("ANZ Settlement Agreement").

10 8. Plaintiffs' counsel deliberated carefully and at arm's length before entering the  
11 settlement with ANZ and believe that the settlement is in the best interests of the class. The ANZ  
12 Settlement Agreement provides for a payment to the class defined therein of \$400,000, plus an  
13 additional \$250,000 to be used to pay for notice.

14 9. The amount of the settlement with ANZ was premised on the following facts: (1)  
15 the evidentiary record as of the date of the settlement, (2) ANZ's volume of U.S. originating  
16 travel during the class period, and (3) ANZ's legal defenses.

17 10. Counsel for Plaintiffs and counsel for CAL commenced settlement negotiations  
18 several years ago. Over the course of many years, counsel for Plaintiffs and CAL met to discuss  
19 potential settlement in light of each party's respective views of the merits of the case, and  
20 exchanged demands and counter-offers. To further their settlement negotiations, Plaintiffs and  
21 CAL engaged in a two-day mediation before the Hon. Vaughn Walker (ret.) on August 3 and 4,  
22 2017. The parties reached agreement in principle shortly after the mediation with Judge Walker,  
23 and then continued to negotiate various issues related to settlement in subsequent months. As a  
24 result of the extensive settlement negotiations and mediation, the settlement agreement between  
25 Plaintiffs and CAL was executed on December 11, 2017. The settlement agreement is attached as  
26 Exhibit 3 ("CAL Settlement Agreement").

27 11. Plaintiffs' counsel deliberated carefully and at arm's length before entering the  
28 settlement with CAL and believe that the settlement is in the best interests of the class. The CAL

1 Settlement Agreement provides for a payment to the class defined therein of \$19.5 million, plus  
2 an additional \$250,000 to be used to pay for notice. In no case, however, shall any of the \$19.75  
3 million in total consideration revert to CAL.

4 12. Additionally, CAL has agreed to cooperate with Plaintiffs in the prosecution of this  
5 action by providing information relating to Plaintiffs' allegations, including through (1) attorney  
6 proffers; (2) interviews of persons with knowledge regarding the conspiratorial conduct alleged  
7 in Plaintiffs' SAC; and (3) the production of relevant documents, including assistance in  
8 establishing the admissibility of the documents produced; and (4) assistance reasonably  
9 necessary to establish the admissibility for trial of documents CAL produced.

10 13. The amount of the settlement with CAL was premised on the following facts: (1)  
11 the evidentiary record as of the date of the settlement, (2) its agreement to provide cooperation to  
12 Plaintiffs' counsel, (3) the evidence of its participation in the conspiracy alleged and its legal  
13 defenses, and (4) CAL's transactional data and overall volume of commerce for U.S. originating  
14 travel.

15 14. Negotiations between Plaintiffs' counsel and counsel for PAL, ANZ, and CAL all  
16 occurred over a period of years. These negotiations were sharply contested and conducted in the  
17 utmost good faith. Settlement discussions took place through in-person meetings of counsel and  
18 via telephone communications. All negotiations included exchanges of documents and other  
19 information, including data concerning commerce and/or liability evidence.

20 15. Due to principles of joint and several liability in antitrust matters, the commerce of  
21 PAL, ANZ, and CAL will remain in the case for purposes of any damages that might be awarded  
22 against the remaining defendants.

23 16. Settlement funds owed pursuant to the Settlement Agreements with PAL, ANZ,  
24 and CAL have been or will be deposited in an escrow account at Citibank, N.A., pursuant to the  
25 terms of each Settlement Agreement.

26 17. Each of the current representative plaintiffs represent the interests of the  
27 Settlement Classes, and have participated in this litigation. The current representatives have  
28 responded to discovery and have sat for deposition. Each has assisted Plaintiffs' counsel prepare

1 this matter for class certification and has pledged willingness to continue to do so.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 10th day of January, 2018.

/s/ Christopher L. Lebsock  
Christopher L. Lebsock