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13 *Interim Co-Lead Counsel for Plaintiffs*

14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**  
 16 **SAN FRANCISCO DIVISION**

17 **IN RE TRANSPACIFIC PASSENGER**  
**AIR TRANSPORTATION ANTITRUST**  
 18 **LITIGATION**

Civil Action No. 3:07-CV-05634-CRB

MDL No: 1913

19 **STIPULATION AND ORDER**  
**REGARDING ENTRY OF FINAL**  
 20 **JUDGMENTS OF DISMISSAL WITH**  
**RESPECT TO THE SETTLING**  
 21 **DEFENDANTS**

22 **This Document Relates To:**

23 **All Actions**

1 WHEREAS, class plaintiffs, by and through their counsel at Cotchett, Pitre & McCarthy, LLP  
2 and Hausfeld LLP, and Japan Airlines Company, Ltd. (“JAL”), Société Air France (“Air France”),  
3 Vietnam Airlines Company Limited (“Vietnam Airlines”), Thai Airways International Public Co.,  
4 Ltd. (“Thai Airways”), Malaysian Airline System Berhad (“Malaysian Airlines”), Qantas Airways  
5 Limited (“Qantas”), Cathay Pacific Airways Limited (“Cathay Pacific”), and Singapore Airlines  
6 Limited (“Singapore Airlines”), by and through their counsel, have entered into eight separate  
7 settlement agreements (collectively the “Settlement Agreements”);

8 WHEREAS, the Court has issued an Order Granting Motion For Final Approval And  
9 Granting Motion For Fees (*see* ECF No. 1009);

10 WHEREAS, Fed. R. Civ. Proc. 54(b) provides for entry of judgment: “[w]hen an action  
11 presents more than one claim for relief—whether as a claim, counterclaim, crossclaim, or third-  
12 party claim—or when multiple parties are involved, the court may direct entry of a final judgment  
13 as to one or more, but fewer than all, claims or parties only if the court expressly determines that  
14 there is no just reason for delay.”

15 WHEREAS, the “Effective Date” of the Settlement Agreements, as that term is defined in the  
16 Settlement Agreements requires the entry of judgment. *See* ECF Nos. 999-2 at ¶ 7 (JAL Settlement  
17 Agreement); 999-3 at ¶ 8 (Air France Settlement Agreement); 999-4 at ¶ 8 (Vietnam Airlines  
18 Settlement Agreement); 999-5 at ¶ 8 (Thai Airways Settlement Agreement); 999-6 at ¶ 8  
19 (Malaysian Airlines Settlement Agreement); 999-7 at ¶ 8 (Cathay Pacific Settlement Agreement);  
20 999-8 at ¶ 8 (Qantas Airways Settlement Agreement); 999-9 at ¶ 8 (Singapore Airlines Settlement  
21 Agreement);

22 WHEREAS, the parties hereto desire to have any further motion practice and/or appeals  
23 related to some or all of the Settlement Agreements resolved in a timely fashion prior to the  
24 resolution of the entire action against all of the non-settling defendants; and

25 WHEREAS, any appeals may be taken against some judgments, but not others, such that  
26 separate judgments are warranted.

27 NOW THEREFORE, it is hereby stipulated and agreed by the parties hereto, by and through  
28 their counsel of record, that judgments in the form attached here to as Exhibits 1-8 should be

1 entered by the Court, provided that the Court is inclined to do so pursuant to the discretion afforded  
2 to it pursuant to Fed. R. Civ. Proc. 54(b).

3 **SO STIPULATED.**

4 DATED: June 4, 2015

**HAUSFELD, LLP**

5  
6  
7 By:                   /s/ Christopher L. Lebsock                    
                  Christopher L. Lebsock

8 *Counsel for Plaintiffs*

9 DATED: June 4, 2015

**COTCHETT, PITRE & McCARTHY, LLP**

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12 By:                   /s/ Steven N. Williams                    
                  Steven N. Williams

13 *Counsel for Plaintiffs*

14 DATED: June 4, 2015

**STEPTOE & JOHNSON LLP**

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17 By:                   /s/ William Karas                    
                  William Karas

18 *Counsel for Japan Airlines Company, Ltd.*

19 DATED: June 4, 2015

**LINKLATERS LLP**

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22 By:                   /s/ James R. Warnot, Jr.                    
                  James R. Warnot, Jr.

23 *Counsel for Societe Air France*

24 DATED: June 4, 2015

**DLA PIPER LLP**

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26  
27 By:                   /s/ David H. Bamberger                    
                  David H. Bamberger

28 *Counsel for Defendant Cathay Pacific Airways Limited*

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DATED: June 4, 2015

**BAKER & MILLER PLLC**

By:           /s/ W. Todd Miller            
          W. Todd Miller

*Counsel for Defendant Qantas Airways Limited*

DATED: June 4, 2015

**PAUL HASTINGS LLP**

By:           /s/ Shahzeb Lari            
          Shahzeb Lari

*Counsel for Malaysian Airlines System Berhad*

DATED: June 4, 2015

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*Counsel for Defendant Thai Airways International Public Co., Ltd.*

DATED: June 4, 2015

**HOGAN LOVELLS LLP**

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          Robert B. Hawk

*Counsel for Defendant Vietnam Airlines Company Limited*

DATED: June 4, 2015

**LATHAM & WATKINS LLP**

By:           /s/ William R. Sherman            
          William R. Sherman

*Counsel for Defendant Singapore Airlines Limited*

1 On good cause shown and finding no just reason for delay, the Court hereby directs the Clerk  
2 to enter the judgments attached hereto as Exhibits 1-8, which shall constitute a final adjudication of  
3 this case on the merits as to the parties to the Settlement Agreements.

4 **IT IS SO ORDERED.**

5 Dated: June 11, 2015



6 HON. CHARLES R. BREYER  
7 United States District Court Judge

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