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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

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

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

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
SETTLEMENTS WITH DEFENDANTS
SOCIETE AIR FRANCE, CATHAY PACIFIC
AIRWAYS LIMITED, JAPAN AIRLINES
INTERNATIONAL COMPANY, LTD.,
MALAYSIAN AIRLINE SYSTEM BERHAD,
QANTAS AIRWAYS LIMITED, SINGAPORE
AIRLINES LIMITED, THAI AIRWAYS
INTERNATIONAL PUBLIC CO., LTD. AND
VIETNAM AIRLINES CORPORATION; AND
MEMORANDUM IN SUPPORT THEREOF**

This Document Relates To:

All Actions

Hearing Date: May 22, 2015
Judge: Hon. Charles R. Breyer
Time: 10:00 a.m.
Courtroom: 6, 17th Floor

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at 10:00 a.m. on May 22, 2015, before the Honorable Charles R. Breyer, United States District Court for the Northern District of California, 450 Golden Gate Ave., Courtroom 6, 17th Floor, San Francisco, California, Plaintiffs will move the Court, pursuant to Federal Rule of Civil Procedure 23(e), for entry of an Order granting final approval of the settlement agreements (“Class Settlements”) with Defendants Societe Air France (“Air France”), Cathay Pacific Airways Limited (“Cathay Pacific”), Japan Airlines International Company, Ltd. (“JAL”), Malaysian Airline System Berhad (“Malaysia Airlines”), Qantas Airways Limited (“Qantas”), Singapore Airlines Limited (“Singapore Airlines”), Thai Airways International Public Co., Ltd. (“Thai Airways”) and Vietnam Airlines Corporation (“Vietnam Airlines”).

The motion should be granted because the proposed Class Settlements are fair, reasonable and adequate. The motion is supported by: (i) this Notice of Motion and Motion; (ii) the supporting Memorandum of Points and Authorities; (iii) the accompanying declarations of Christopher L. Lebsock, dated May 8, 2015 (“Lebsock Decl.”); Shannon Wheatman, dated May 7, 2015 (“Wheatman Decl.”); Joel Botzet, dated May 5, 2015 (“Botzet Decl.”); David Bamberger, dated April 29, 2015 (“Bamberger Decl.”); William R. Sherman, dated May 6, 2015 (“Sherman Decl.”); Takeshi Aratani, dated May 7, 2015 (“Aratani Decl.”); J. Christopher Mitchell, dated May 7, 2015 (“Mitchell Decl.”); and James R. Warnot, Jr., dated May 7, 2015 (“Warnot Decl.”); (iv) the Class Settlements with Defendants Air France, Cathay Pacific, JAL, Malaysia Airlines, Qantas, Singapore Airlines, Thai Airways and Vietnam Airlines; (v) the Court’s August 11 and October 14, 2014 Orders granting Plaintiffs’ Motions for Preliminary Approval of Settlements, as well as the Court’s December 15, 2014 Order that notice be sent to the settlement class, *see* ECF Nos. 924, 951, 968, 974; (vi) any further papers filed in support of this Motion; (vii) the argument of counsel; and (viii) all matters of record in this action.

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STATEMENT OF ISSUE TO BE DECIDED

Whether the proposed Class Settlements should be finally approved because they are fair, reasonable and adequate, satisfy all applicable requirements and no legitimate objection has been made?

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 23(e) and the Court’s Orders granting settlement class certification and preliminary approval of the proposed settlements, as well as the Court’s order approving notice, Plaintiffs submit this memorandum in support of final approval of the Class Settlements with Defendants Air France, Cathay Pacific, JAL, Malaysia Airlines, Qantas, Singapore Airlines, Thai Airways and Vietnam Airlines (“Settling Defendants”).

The Class Settlements are “fair, reasonable and adequate.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 945 (9th Cir. 2015). They provide for a cumulative Settlement Fund of \$39,502,000, as well as substantial cooperation from the Settling Defendants related to the existence, scope and implementation of the conspiracy Plaintiffs allege. The Class Settlements, therefore, provide considerable relief for the Settlement Classes, whose members would otherwise face myriad hurdles to achieving a successful result in this litigation, including the current Ninth Circuit appeal regarding Defendants’ filed rate doctrine defense, as well as class certification, motions for summary judgment, trial and potential appeals.

Despite a class consisting of hundreds of thousands of class members, and a thorough and constitutionally sound class notice program, there was only one request to be excluded from the classes. And only one person—Amy X. Yang, the wife of an attorney at the Center for Class Action Fairness (“CCAF”), the entity operated by well-known class action opponent Ted Frank—objects, and even then only to certain of the Settlements. While Yang originally objected to all eight settlements, she and CCAF withdrew her objections to the Cathay Pacific, Thai Airways and Qantas settlements when they realized after her deposition that she was not a member of those classes and therefore did not have standing to object. *See* Stipulation with Proposed Order Regarding Partial Withdrawal of Objection of Amy Yang, (May 7, 2015), ECF No. 997. Yang is represented by CCAF attorneys including Mr. Frank and Yang’s husband,

Adam Schulman.¹ Frank and CCAF have a history of making baseless objections to good settlements in an effort to further CCAF's ideological crusade against class actions. See, e.g., *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 785 (N.D. Ohio 2010) (rejecting CCAF brief accused of being "long on ideology and short on law").² Yang and CCAF's objections here are equally without merit. As explained below, the court-approved notice plan was more than sufficient to ensure that class members were apprised of the settlements and all of their key features. Objector's claim that individual notice is mandatory is not supported by the law and the relevant facts of this case, and her position that the *cy pres* recipient must be named in the notice itself is incorrect. Yang's substantive arguments against the Class Settlements fare no better. There is no conflict between members of the classes, all of whom have the common goal of recovering for the harm suffered as a result of Defendants' conspiracy. Finally, the fees Class Counsel seek are both warranted based on the risks and difficulty of this action and appropriate under prevailing Ninth Circuit law. These objections should be overruled so that Class members may promptly obtain the substantial benefits of the Class Settlements.

II. FACTUAL AND PROCEDURAL HISTORY

Plaintiffs' Interim Co-Lead Counsel ("Class Counsel") and counsel for each Settling Defendant engaged in extensive arm's length negotiations before reaching these Class Settlements. See Lebsock Decl. ¶¶3-26, 29 (describing negotiation scope and details). On August

¹ See Lebsock Decl. Ex. 11 (Yang Retainer Agreement); Yang Tr. at 13:12-15; see also *id.* at 58:5-9 (one of three tickets that Yang purports give her standing to object was for CCAF attorney Schulman). This is not the first time that the lines between CCAF and Yang have been blurred with respect to an objection to a class settlement. In *In re Quaker Oats Labeling Litigation*, Yang appeared as a *pro se* objector, but admitted that her husband "helped" with her objection. Yang Tr. at 193:10-11; 25:5-7; see also *In re Quaker Oats Labeling Litig.* No. C 10-0502, Dkt. No. 209 (N.D. Cal. July 29, 2014) (overruling Yang's objections).

² See also Yang Tr. at 22:12-15 (agreeing that CCAF is "in the business of objecting to settlements"); *City of Livonia Employees' Ret. Sys. v. Wyeth*, No. 07 CIV. 10329 RJS, 2013 WL 4399015, at *5 (S.D.N.Y. Aug. 7, 2013) ("[Frank's client's] objection on this count does not seem grounded in the facts of this case, but in her and her attorney's objection to class actions generally."); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 953 (Ninth Circuit rejecting concerns Frank raised, including to, *inter alia*, attorneys' fees); *Blessing v. Sirius XM Radio Inc.*, 507 F. App'x 1, 4 (2d Cir. 2012) (same); *Trombley v. Nat'l City Bank*, 826 F. Supp. 2d 179, 206 (D.D.C. 2011) *case dismissed*, No. 12-7001, 2012 WL 556319 (D.C. Cir. Feb. 13, 2012) (same).

11 and October 14, 2014, the Court certified the Settlement Classes (described *infra*), preliminarily approved the settlements, appointed Class Counsel and Class Representatives and established a \$3 million future litigation expense fund. *See* ECF Nos. 924, 951. On December 15, 2014, this Court also approved Class Counsel’s proposed class notice plan, and set deadlines by which class members could either opt out or object. *See* ECF Nos. 968, 974 (slightly amending notice order).

Plaintiffs have complied with the Court’s Orders, including the issuance and dissemination of notice. *See* Wheatman Decl. at ¶¶7-45 (describing the extensive, multi-pronged notice program, as well as the form and content of notice); Botzet Decl. at ¶¶5-11. Despite the extensive and thorough notice program, only one person opted out of the Settlement Classes, and only Yang—represented by CCAF and Frank—objected. *See* Botzet Decl. at ¶¶12-132; Objections of Amy Yang, (Oct. 13, 2014), ECF No. 993 (hereinafter “Objector Br.”).

13 **III. THE SETTLEMENT AGREEMENTS**

14 The terms of the proposed settlements are each described in detail in the Court’s prior
15 Orders preliminarily approving the various settlements, and are incorporated herein by
16 reference. *See* ECF Nos. 924, 951. In short, in exchange for \$39,502,000 and other valuable
17 consideration in the form of extensive cooperation, the proposed Class Settlements resolve
18 claims against Settling Defendants for their participation in an alleged conspiracy to fix, raise
19 or stabilize prices for air passenger travel, including associated surcharges, for international
20 flights involving at least one flight segment between the United States and Asia/Oceania. The
21 Settlement Agreements also all specifically preserve class members’ rights against any alleged
22 non-Settling Defendant, and Settling Defendants’ passenger air transportation commerce
23 remains in the case as a potential basis for joint and several liability damage claims against
24 the non-Settling Defendants.

25 In preliminarily approving the Settlement Agreements, the Court approved the settlement
26 classes (collectively, “the Settlement Classes”). *See* ECF Nos. 924 (certifying JAL, Air France,
27 Vietnam Airlines, Thai Airways, Malaysia Airlines and Cathay Pacific settlement classes); 951
28 (certifying Qantas and Singapore Airlines settlement classes).

1 **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE**
 2 **SETTLEMENTS**

3 A class action may not be dismissed, compromised or settled without the approval of the
 4 Court. Fed. R. Civ. P. 23(e). The settlement approval procedure includes three steps: 1)
 5 certification of a settlement class and preliminary approval of the proposed settlement; 2)
 6 dissemination of notice to affected class members; and 3) a formal fairness hearing, or final
 7 approval hearing, at which class members may be heard regarding the settlement, and at which
 8 counsel may introduce evidence and present argument concerning the fairness, adequacy and
 9 reasonableness of the settlements. This procedure safeguards class members' due process rights
 10 and enables the Court to fulfill its role as the guardian of class interests. *See* 4 Albert Conte &
 11 Herbert Newberg, *Newberg on Class Actions* §§ 11.22, *et seq.* (4th ed. 2002).

12 The Court completed the first step when it granted preliminary approval of the Class
 13 Settlements and certified the Settlement Classes. The second step, class notice, has also been
 14 completed. Based upon the plan Plaintiffs presented at preliminary approval, supported by a
 15 declaration from class notice experts, the Court approved an extensive and thorough notice
 16 program. *See Int'l Union v. Gen. Motors Corp.*, 497 F.3d 615, 630 (6th Cir. 2007) (abuse of
 17 discretion standard for determining reasonableness of notice program); ECF No. 968. The
 18 multi-part notice program was designed in conjunction with notice experts to provide the "best
 19 notice that [was] practicable under the circumstances." *See* Fed. R. Civ. P. 23(c)(2)(B); *see also*
 20 Wheatman Decl. at ¶5. The program was a "thorough, multilayered approach" designed to
 21 reach Class Members "multiple times," ECF No. 948, at 7, through paid and earned media
 22 (including publication in newspapers and in internet banner ads in several languages), press
 23 releases, online media and the establishment of a toll-free number, Wheatman Decl. at ¶¶7-45.
 24 It succeeded. The notice program reached 80.3% of the potential class members in the United
 25 States an average of 2.6 times and "at least 70%" of member of the Settlement Classes residing
 26 in Japan—the two countries where a significant majority of class members reside. Wheatman
 27 Decl. at ¶8, 18. To reach class members in additional countries, the notice program also
 28 involved paid media in 13 other countries. *Id.* at ¶¶8, 25. Through May 3, 2015, there have

1 been approximately 700,961 unique visits to the website, toll-free numbers established in 15
 2 countries have received over 2693 calls and 1015 packages have been mailed to potential class
 3 members with a claim form and the notice. Botzet Decl. at ¶¶6, 9, 10.

4 Despite Yang’s arguments to the contrary, the notice program was more than sufficient.
 5 She argues that individual notice to class members is “obligatory” for purposes of Rule 23 and
 6 due process. Objector Br. at 10. But Yang’s argument is based on a flawed premise—that
 7 individual information is readily available or accessible by the Settling Defendants. It is not. *See*,
 8 *e.g.*, Lebsack Decl. Ex. 7 (Qantas Settlement Agreement, at ¶5.1); Aratani Decl. at ¶¶9-12 (JAL
 9 does not record physical or email addresses of passengers, and information from frequent flier
 10 program is limited and unreliable); Mitchell Decl. at ¶3 (passenger information limited and
 11 incomplete, often without “relevant contact information”); Bamberger Decl. at ¶¶7, 9; Sherman
 12 Decl. at ¶¶6-9; Warnot Decl. at ¶5. In addition to inaccessibility, as several Defendants made
 13 clear in declarations, various foreign statutes governing the airlines prevent Defendants from
 14 sharing customer information. *See* Bamberger Decl. at ¶8 (law requires individual permission to
 15 share personal information); Aratani Decl. at ¶9 (same); Mitchell Decl. at ¶4 (same). Nor does
 16 this objection take into account the costs of obtaining notice. Sherman Decl. at ¶¶7, 9 (costly to
 17 retrieve limited information); *see* Manual for Complex Litigation (4th) § 21.311 (cost a
 18 consideration for notice program). Even if addresses were accessible from Settling Defendants,
 19 Yang still would not have received the individual notice she demands because she flew on non-
 20 defendant co-conspirator American Airlines. Wheatman Decl. ¶¶50-51; Ex.7.

21 And Yang misconstrues the law. Due Process merely mandates the “best notice that is
 22 practicable under the circumstances” and “through reasonable effort . . .” Fed. R. Civ. P.
 23 23(c)(2)(B); *Silber v. Mabon*, 18 F.3d 1449, 1453–54 (9th Cir.1994) (holding that absent class
 24 member’s due process rights were not violated where he did not receive actual notice of the
 25 settlement in time to opt out); *Ross v. Trex Co.*, No. C 09-00670 JSW, 2013 WL 791229, at *1
 26 (N.D. Cal. Mar. 4, 2013) (citing *Silber*). That is precisely what the notice program did here—and
 27 Yang’s awareness of the litigation confirms the program’s effectiveness. Yang Tr. at 19:15-19;
 28 124:17-19; 127:22.

1 Yang also intimates that because *some* address information might be available, some
 2 individual notice is required. But that is not the law. As this Court recently found in *In re Google*
 3 *Referrer Header Privacy Litig.*, No. 5:10-CV-04809-EJD, 2015 WL 1520475 (N.D. Cal. Mar.
 4 31, 2015), a notice program including internet, paid media and a toll-free hotline was appropriate
 5 for a class consisting of *most internet users in the United States*. Addresses no doubt could have
 6 been located for some people who use the internet, but the court correctly found that other means
 7 of notice were sufficient. *Id.* (“[I]ndividual notice is not always practical. When that is the case,
 8 publication or some similar mechanism can be sufficient to provide notice to the individuals that
 9 will be bound by the class action judgment.”). Yang’s own cases support this proposition. *In re*
 10 *Motor Fuel Temperature Sales Practices Litig.*, 279 F.R.D. 598, 618 (D. Kan. 2012), which
 11 Yang cites for the proposition that individual notice is necessary regardless of cost, actually
 12 approved a notice program that *does not include individual notice* because “mailing lists, if
 13 available, would include only a small percentage of the class” *Id.* (“[I]dentifying individual class
 14 members would require unreasonable effort.”). Yang’s other cases similarly do not support her
 15 contention that notice was insufficient. She relies on *Mullane v. Cent. Hanover Bank & Trust*
 16 *Co.*, 339 U.S. 306 (1950), for example, to establish a “constitutional imperative” for individual
 17 notice, but that is not required. Indeed, as courts have made clear, *Mullane* “has never been
 18 interpreted to require actual notice,” much less the individual notice Yang demands. *See Trist v.*
 19 *First Fed. Sav. & Loan Ass’n of Chester*, 89 F.R.D. 1, 2 (E.D. Pa.1980).³

20 Yang’s additional argument that the *cy pres* recipient must be named in the notice,
 21 relying on *Dennis v. Kellogg Co.*, 697 F.3d 858, 868 (9th Cir. 2012), is equally without merit.
 22 The Court-approved Plan of Allocation “fairly compensates class members” on a *pro rata* basis.
 23 *See* ECF No.968 at ¶1. A Court-approved *cy pres* payment would only be necessary for a tiny
 24 fraction of funds if money remains after paying Class members, as Yang concedes. *See* Objector
 25 Br. at 12. This process is appropriate. *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-

26 ³ *See also Fraser v. Asus Computer Int’l*, No. C 12-00652 WHA, 2012 WL 6680142, at *4 (N.D.
 27 Cal. Dec. 21, 2012) (preliminary approval denied because, among other substantive problems
 28 with the settlements, the notice program, unlike the program here, did not provide for a means of
 actually reaching many potential class members).

1827 SI, 2013 WL 1365900, *5 (N.D. Cal. Apr. 3, 2013) (finding *Dennis* “inapposite” and granting final approval, despite objections regarding naming the potential *cy pres* recipient, where “only provision in the plan that would permit payment to persons other than a class member claimant is a provision that any residual funds remaining at the close of the claims process would be subject to further distribution in the Court’s discretion”).

A. The Class Settlements Are “Fair, Reasonable and Adequate” and Should Be Granted Final Approval.

Fed. R. Civ. P. 23(e) requires the district court to determine whether a proposed settlement is fundamentally “fair, reasonable and adequate.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 944 (citation omitted). To determine whether a settlement agreement meets these standards, a district court must consider a number of factors, including: “the strength of plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). That standard is easily satisfied here.

The law favors compromises and settlements of class action suits. *See, e.g., Churchill Vill. L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576; *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). “[T]he decision to approve or reject a settlement is committed to the sound discretion of the trial judge because he is ‘exposed to the litigants and their strategies, positions and proof.’” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1988) (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982)). “Where, as here, a proposed class settlement has been reached after meaningful discovery, after arm’s length negotiation, conducted by capable counsel, it is presumptively fair.” *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 822 (D. Mass. 1987).

1. The Class Settlements Provide Considerable Relief For The Class.

The cumulative Settlement Fund is substantial and provides considerable relief to the

1 Settlement Classes. The Class Settlements provide for a cash payment of over \$39 million, a
 2 settlement value that compares favorably to settlements finally approved in other recent price-
 3 fixing cases in the Ninth Circuit. *See, e.g., In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at
 4 941 (approving \$27.25 million settlement).

5 Further, the Class Settlements call for the Settling Defendants to provide substantial
 6 cooperation. This is a valuable benefit because it will save time, reduce costs and provide access
 7 to information, witnesses and documents regarding the conspiracy that might otherwise not be
 8 available to Plaintiffs. *See In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1386
 9 (D. Md. 1983) (finding such agreements “an appropriate factor for a court to consider in
 10 approving a settlement”). “The provision of such assistance is a substantial benefit to the classes
 11 and strongly militates toward approval of the Settlement Agreement.” *In re Linerboard Antitrust*
 12 *Litig.*, 292 F. Supp. 2d 631, 643 (E.D. Pa. 2003). In addition, “[i]n complex litigation with a
 13 plaintiff class, ‘partial settlements often play a vital role in resolving class actions.’” *Agretti v.*
 14 *ANR Freight Sys., Inc.*, 982 F.2d 242, 247 (7th Cir. 1992) (quoting Manual for Complex
 15 Litigation Second, § 30.46 (1986)).

16 Finally, the settlements preserve Plaintiffs’ right to litigate against the non-settling
 17 Defendants for the full amount of Plaintiffs’ damages based on joint and several liability, another
 18 substantial benefit to the Settlement Classes. *See In re Corrugated Container Antitrust Litig.*,
 19 MDL No. 310, 1981 WL 2093, at *17 (S.D. Tex. June 4, 1981).

20 **2. The Class Members’ Positive Reaction Favors Final Approval.**

21 In determining the fairness and adequacy of a proposed settlement, the Court also should
 22 consider “the reaction of the class members to the proposed settlement.” *Churchill Village*, 361
 23 F.3d at 575; *Hanlon*, 150 F.3d at 1026. “It is established that the absence of a large number of
 24 objections to a proposed class action settlement raises a strong presumption that the terms of a
 25 proposed class action settlement are favorable to the class members.” *Nat’l Rural Telecomms.*
 26 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (collecting cases); *see also In re*
 27 *Fleet/Norstar Sec. Litig.*, 935 F. Supp. 99, 107 (D.R.I. 1996). Following notice through which
 28 class members were presented with the material financial terms of the proposed settlement and

1 the factors enumerated in Rule 23, only one person filed a notice of exclusion—and only one
 2 person, Yang, objected to certain of the settlements.

3 Yang’s objections are without merit, and should not prevent the Settlement Classes from
 4 receiving the substantial benefits that the Class Settlements provide. Even for the five Class
 5 Settlements to which Yang may be able to object, she only objected because her husband asked
 6 her to, and she had no independent, knowledge, objection or concern with any of the
 7 settlements—she simply let CCAF make up whatever objections *it* had. *See, e.g.*, Yang Tr. at
 8 63:23-24 (does not know if there is more than one settlement class); 65:20-23 (did not personally
 9 review any settlement agreements); 152:22 – 153:5 (had CCAF “look at the settlement and put
 10 forth any issues that might come up with the settlement”); 161:5-12 (had no understanding of
 11 objection to fees); *see also id.* at 73:7-8 (“So I don’t know what I’m objecting to.”).⁴

12 In any event, her objections should be overruled on their merits, or lack thereof, and the
 13 Settlement Agreements approved. *First*, Yang complains that there are internal conflicts within
 14 the Classes, thereby necessitating subclasses. That is simply incorrect. She argues, for example,
 15 that there is a “conflict” because the JAL settlement allows purchasers of travel originating in
 16 Asia, and both U.S. and foreign residents, to claim against the fund at the same *pro rata*
 17 distribution. This argument ignores that the JAL settlement’s material terms were negotiated
 18 prior to the Court’s FTAIA ruling limiting claims to U.S. originating flights. Aratani Decl. at ¶6.
 19 It therefore made sense that Plaintiffs and JAL both agreed to settle these claims. Yang’s
 20 argument that this somehow creates a conflict within the members of the JAL Settlement Class
 21 would mean that the value of the JAL Class Settlement should be measured not based on whether
 22 it provides a benefit to the Settlement Class or meets any other criteria courts have established,
 23 but based on the vagaries of what might happen in the future of this litigation. That is not the
 24 way settlements should be evaluated. *Lane v. Facebook, Inc.*, 696 F.3d 811, 824 (9th Cir. 2012)
 25 (“[A] class-action settlement necessarily reflects the parties’ pre-trial assessment as to the

26 ⁴ A CCAF attorney, Yang’s husband, informed her of the settlements, Yang Tr. at 16:11-13, and
 27 she then relied on CCAF to decide what objections should be made, *see, e.g.*, Yang Tr. at 34:9-11
 28 (relied on attorneys to craft objections); 48:3-4 (relied on attorneys to determine if she was a
 class member); 49:3 (relied on attorneys to read settlement agreements).

potential recovery of the entire class, with all of its class members' varying claims."); *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2009) (courts "not obliged" to compare estimated amount of potential success at trial with settlement, particularly where \$49 million settlement was "substantial"); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 315 (3d Cir. 2011) ("Given the settlement, no one need draw fine lines among [the various] theories of relief." (internal quotation omitted)).

Nor are class settlements, much less plans of allocation for settlement funds, subject to an *ex post* analysis connected to the mathematical probability of success of the claim, as Yang implies here. *See* Objector Br. at 3-5 (purporting to explain that because certain claims are riskier than others, class members should receive different amounts). As one court recently noted, there is "no support . . . for differentiating within a class based on the strength or weakness of the theories of recovery." *Sullivan*, 667 F.3d at 328. What matters is that, "regardless of the type of [claim] and the time period . . . , all of the class members shared a unified interest in establishing the . . . Defendants' liability for engaging in anticompetitive conduct." *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 273 (3d Cir. 2009). That is precisely the situation here.

Yang also makes much of a concocted conflict between direct and indirect purchasers in the class, claiming that, because indirect purchasers do not have a claim under federal antitrust law, they are "diluting" the direct purchaser claims. The conflict is illusory. While *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977), only allows for direct purchasers to recover under federal antitrust law (absent an exception), settlements encompassing claims that may not remain if the case were litigated are appropriate. As the Ninth Circuit explained in affirming a decision from this Court, settlement agreements are interpreted under contract law—meaning the issue is whether an individual or entity fits within the agreed-upon settlement class definition. *In re Int'l Air Transp. Surcharge Antitrust Litig.*, 577 F. App'x 711, 715 (9th Cir. 2014). It therefore was appropriate that "neither the language nor the broader context of the Settlement Agreements limits the Settlement Classes to those who might be considered 'direct purchasers' under U.S. antitrust law." *Id.* at 716; *see also Sullivan*, 667 F.3d at 312 ("[A] district court's certification of a settlement simply recognizes the parties' deliberate decision to bind themselves according to

1 mutually agreed-upon terms without engaging in any substantive adjudication of the underlying
2 causes of action.”).

3 And contrary to the objection, the alleged conflict is entirely illusory because all class
4 members here are direct purchasers, with travel agents and other consolidators unable to claim
5 against the Settlement Fund. This is appropriate, as this Court explained in *International Air*
6 *Transportation Surcharge Antitrust Litigation*, because travel agents and those acting in an
7 equivalent role are not direct purchasers; instead, they are mere agents of the airlines. *In re Int’l*
8 *Air Transp. Surcharge Antitrust Litig.*, No. M 06-01793 CRB, 2011 WL 6337625, at *3 (N.D.
9 Cal. Dec. 19, 2011) (Breyer, J.) (“This evidence supports the conclusion that Carnival facilitated
10 ticket sales *much as any travel agent would*, but did not buy tickets on its own behalf.”) *aff’d*,
11 577 F. App’x 711 (9th Cir. 2014); *see also id.* at *3 (“[B]ased upon the purchase contracts
12 between Carnival and BA/VAA, and Carnival’s process in attaining the airline tickets from the
13 airlines and providing them to its passengers, Carnival does not fit within” the definition of the
14 class); *see also Burkhalter Travel Agency v. MacFarms Int’l, Inc.*, 141 F.R.D. 144, 149-50 (N.D.
15 Cal. 1991) (finding that travel agent was not a direct purchaser under *Illinois Brick*, given
16 “agent-principal relationship”). In addition to the case law, the facts adduced through discovery
17 support a similar holding here. *See* Lebsock Decl.; Ex. 9 (form IATA Agent Agreement stating
18 that, “All services sold pursuant to this Agreement shall be sold on behalf of the Airline and in
19 compliance with Airline’s tariffs, conditions of carriage and the instructions of the Airline as
20 provided to the Agent”). The Settlement Classes have no *Illinois Brick* issue, were that an
21 obstacle to recovery in the litigation—as opposed to the settlement context, where it is not.

22 *Second*, Yang claims that Class Counsel’s requests for attorneys’ fees and a \$3 million
23 litigation fund are improper under controlling law. Yang claims that Class Counsel’s request for
24 attorneys’ fees amounts to 42% of the Settlement Fund. Yang is incorrect. As Plaintiffs’
25 attorneys’ fees brief made clear, Class Counsel seeks an award of attorneys’ fees in the amount
26 of 33.3% of the Settlement Fund. Yang only reaches her erroneous conclusion by first deducting
27 litigation expenses from the Settlement Fund and then calculating Class Counsel’s fee request.
28 This is not the appropriate method in the Ninth Circuit, as Yang’s counsel should know but

1 failed to inform the Court. The Ninth Circuit, in rejecting this same objection from Frank of the
 2 CCAF, recently reaffirmed that a percentage on the total settlement fund, rather than the net
 3 fund, is appropriate. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 953 (“The district
 4 court did not abuse its discretion in calculating the fee award as a percentage of the total
 5 settlement fund, including notice and administrative costs, and litigation expenses.”); *see also*
 6 *Powers v. Eichen*, 229 F.3d 1249, 1258 (9th Cir.2000) (rejecting argument that a fee award
 7 should be based on “net recovery,” which does not include “expert fees, litigation costs, and
 8 other expenses”); *Staton*, 327 F.3d at 974–75 (“The district court also did not abuse its discretion
 9 by including the cost of providing notice to the class . . . as part of its putative fund valuation.”
 10 (citing *Powers*, 229 F.3d at 1258)).

11 Nor is the requested percentage of the Fund excessive under controlling law. *See*
 12 Plaintiffs’ Motion for Award of Attorneys’ Fees (ECF No. 986), at 10-14 (reciting factors that
 13 warrant the 33.3% of fees Class Counsel seeks here, including, *inter alia*, the amount of recovery
 14 for the class, the high skill level and quality of work required from counsel to prosecute the
 15 action, the risks counsel faced and contingent nature of the fee). Moreover, the lodestar cross-
 16 check demonstrates that the fee sought is roughly one-third of the lodestar counsel has actually
 17 accrued in prosecuting this action, confirming the reasonableness of the fee request. *Id.* at 14
 18 (collecting cases). Objector ignores all of this, and simply states that, even if the settlement is
 19 “exemplary,” the 33% award is still too large. *See* Objector Br. at 8. Courts do not agree. *See,*
 20 *e.g., In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989) (fees of over 30% or
 21 higher are the norm). Even some of Yang’s cases support Plaintiffs’ fee petition,⁵ while others
 22 are simply not analogous.⁶

23 ⁵ *See, e.g., Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6
 24 (N.D. Cal. Feb. 6, 2013) (where requested fees were much larger than lodestar, upward departure
 25 from 25% still appropriate even though it reflected a multiplier of 2.76).

26 ⁶ *See, e.g., Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 458 (E.D. Cal. 2013) (reducing
 27 fee to 25% where, unlike here, counsel had not attended a single hearing, little discovery had
 28 been conducted and “there was no evidence that the parties are litigating cutting-edge legal
 issues”); *Clayton v. Knight Transp.*, No. 1:11-CV-00735-SAB, 2013 WL 5877213, at *9 (E.D.
 Cal. Oct. 30, 2013) (no “cutting edge legal issues,” limited discovery and fact that lodestar did
 not support fee higher than 25%); *Keirsev v. eBay, Inc.*, No. 12-CV-01200-JST, 2014 WL

1 The request for a future litigation fund, which the Court preliminarily granted, is also
 2 appropriate. *Newby v. Enron Corp.*, 394 F.3d 296, 303 (5th Cir. 2004) (“Absent some inkling of
 3 why the Litigation Expense Fund is irrational . . . we uphold the district court’s approval of the
 4 litigation defense fund as a sound exercise of discretion.”). 1 Alba Conte, *Attorney Fee Awards* §
 5 2:20 (3d ed. 2004) (courts have “permitted class plaintiffs who have settled with fewer than all
 6 defendants to expend class-settlement monies, or a portion thereof, for litigation expenses to
 7 prosecute the action against remaining, non-settling defendants” (citing cases)). The practice is
 8 well-accepted in this District. *See, e.g., In re TFT-LCD (Flat Panel) Antitrust Litig.*, Master File
 9 No. M 07-1827 SI, Dkt. No. 2474 (N.D. Cal. Feb. 17, 2011) (“The advanced litigation funds will
 10 benefit direct purchaser class members by assisting Class Counsel to prosecute this case
 11 effectively.”); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, Case No. 07- cv-5944 SC, Dkt No.
 12 1833 (N.D. Cal. Aug. 6, 2013) (authorizing withdrawal from a settlement fund “to pay expenses
 13 incurred *or to be incurred in this litigation*” (emphasis added)); *In re Dynamic Random Access*
 14 *Memory (DRAM) Antitrust Litig.*, No. 02-md-01486, Dkt. No. 1315 (N.D. Cal. Feb. 14, 2007)
 15 (authorizing creation of litigation fund from settlement proceeds); *In re California Micro*
 16 *Devices Sec. Litig.*, 965 F. Supp. 1327, 1337 (N.D. Cal. 1997) (approving fund and noting that
 17 this “fund could be used to pay costs of that litigation without leave of the court . . . Because the
 18 remainder of the case appears to have potential value for the class, a litigation fund of the sort
 19 proposed here would serve the interests of class members”). Yang speculates that this fund might
 20 be abused by Class Counsel without oversight from the Court. That is nonsense. As this court
 21 well knows, Class Counsel has sought prior Court approval when appropriate, *see, e.g.*, ECF
 22 Nos. 974, 978, and will continue to do so.

23 Finally, Yang makes two mistaken arguments related to the class definition. She argues
 24 that an “end date” is required. But there is an end date: the Effective Date as defined in the
 25 Settlement Agreements—and as clearly described in the notice—as the date “(a) the Court has
 26 entered Judgment; and (b) the time for appeal has expired, or if an appeal occurs, the Judgment
 27 _____
 28 644738, at *3 (N.D. Cal. Feb. 18, 2014) (low dollar value of settlement—\$95,000—and
 “straightforward” nature of the case warranted only 25% fee).

has been affirmed and no further appeals are possible.” *See, e.g.*, Long Form Notice, available at <https://airlinesettlement.com/eng/Portals/0/Documents/150107-1914-LF-Final-fortranslation-clean.pdf>. Plaintiffs will post on the website the exact effective date once the criteria are met. That provides the very certainty that Yang claims is needed. Indeed, in *Wike v. Vertrue*, No. 3:06-cv-0024, 2010 WL 3719524 (M.D. Tenn. Sept. 15, 2010), which Yang cites, the court actually left the end-date open upon certification, granting class certification that was defined to end at “an “appropriate end-date”—certainly more speculative than the Settlement Classes here. *See id.*; *see also* Objector Br. at 14 (citing *Rowe v. E.I. Dupont De Nemours & Co.*, 262 F.R.D. 451, 455 (D.N.J. 2009) (certifying a class with membership defined to include individuals meeting certain quantifiable criteria)). And as the court made clear in *Whiteway v. FedEx Kinko’s Office & Print Servs., Inc.*, No. C 05-2320 SBA, 2006 WL 2642528 (N.D. Cal. Sept. 14, 2006), which Yang cites for a boilerplate proposition that class members must be ascertainable despite the fact that the court was not addressing final approval, all that is required is that the class can be determined “without having to answer numerous fact-intensive questions,” a criterion easily satisfied here. *Id.* at *3.

Yang also argues that “potential appellate judges” should be excluded from the class, because any such judge who may hear an appeal from the very Objection she files, if there is one, *may* be a class member. Yang cites no case finding such a blanket exclusion appropriate, which would require every class definition to make an affirmative exclusion of unknown class members based on hypothetical occurrences (here, the filing of an appeal). If a Ninth Circuit judge determines that he or she has an interest in the litigation, he or she can disclaim or recuse. *See* 28 U.S.C.A. § 455 (recusal necessary where judge “knows” of financial interest).

3. The Settlements Eliminate Significant Risk to the Class.

While Plaintiffs believe their case is strong, the Class Settlements eliminate significant risks if the action were to proceed. Plaintiffs bear the burden of establishing liability, impact and damages. *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) (“Indeed, the history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible damages, at trial, or

on appeal.” (quoting *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 475 (S.D.N.Y. 1998)); *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 282-283 (S.D.N.Y. 1999). The Class Settlements are in the best interest of the Settlement Classes. They eliminate the risks of continued litigation, while at the same time creating a substantial cash recovery and requiring the Settling Defendant to cooperate with Plaintiffs during the pendency of the litigation.

4. The Settlements Are the Product of Arm’s Length Negotiations Between the Parties and the Recommendation of Experienced Counsel Favors Approval.

This class action has been vigorously litigated. Throughout fact discovery, Class Counsel has analyzed millions of documents produced by Defendants and others, and have obtained cooperation from Settling Defendants that has already yielded significant results. They have also conducted an independent investigation of the facts and analyzed Defendants’ sales and pricing data and conducted over 60 depositions. *See* Lebsack Decl. at ¶34. The negotiations leading to the Class Settlements were vigorous, informed and thorough; occurred over a span of many months for each settlement; and involved conversations after the review of industry materials, documents Settling Defendants and others produced and transactional data. *Id.* at ¶29. There is thus little doubt that all settlements were contested and conducted in the utmost good faith.

Counsel’s judgment that the settlements are fair and reasonable is also entitled to “great weight.” *See Nat’l Rural Telcomms. Coop.*, 221 F.R.D. at 528; *accord Wilkerson v. Martin Marietta Corp.*, 171 F.R.D. 273, 288–89 (D. Colo. 1997). While Plaintiffs believe they have meritorious claims, the Settling Defendants all assert that they have strong defenses that would serve to eliminate their liability and/or damage exposure to the Settlement Classes. The parties entered into the Class Settlements to eliminate the burden, expense and risks of further litigation.

For all of these reasons, the cash settlements in conjunction with cooperation represent an excellent recovery and are “fair, reasonable and adequate” to the Settlement Classes.

V. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that the Court grant final approval of the Settlement Agreements.

Dated: May 8, 2015

Respectfully submitted,

/s/Steven N. Williams

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Interim Co-Lead Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I, Christopher Lebsack, declare that I am over the age of eighteen (18) and not a party to the entitled action. I am a partner at the law firm of HAUSFELD LLP, and my office is located at 44 Montgomery Street, Suite 3400, San Francisco, California 94104.

On May 8, 2015, I caused to be served a true and correct copy of the following:

- 1) **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH DEFENDANTS SOCIETE AIR FRANCE, CATHAY PACIFIC AIRWAYS LIMITED, JAPAN AIRLINES INTERNATIONAL COMPANY, LTD., MALAYSIAN AIRLINE SYSTEM BERHAD, QANTAS AIRWAYS LIMITED, SINGAPORE AIRLINES LIMITED, THAI AIRWAYS INTERNATIONAL PUBLIC CO., LTD. AND VIETNAM AIRLINES CORPORATION; AND MEMORANDUM OF SUPPORT THEREOF;**
- 2) **DECLARATION OF CHRISTOPHER L. LEB SOCK IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH DEFENDANTS SOCIETE AIR FRANCE, CATHAY PACIFIC AIRWAYS LIMITED, JAPAN AIRLINES INTERNATIONAL COMPANY, LTD., MALAYSIAN AIRLINE SYSTEM BERHAD, QANTAS AIRWAYS LIMITED, SINGAPORE AIRLINES LIMITED, THAI AIRWAYS INTERNATIONAL PUBLIC CO., LTD. AND VIETNAM AIRLINES CORPORATION;**
- 3) **DECLARATION OF SHANNON R. WHEATMAN, PH.D. IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL;**
- 4) **DECLARATION OF JOEL BOTZET RE: CLAIMS ADMINISTRATION AND REQUESTS FOR EXCLUSION;**
- 5) **DECLARATION OF TAKESHI ARATANI;**
- 6) **DECLARATION OF DAVID H. BAMBERGER;**
- 7) **DECLARATION OF WILLIAM R. SHERMAN;**
- 8) **DECLARATION OF JAMES R. WARNOT, JR.;**
- 9) **DECLARATION OF J. CHRISTOPHER MITCHELL;**
- 10) **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH DEFENDANTS SOCIETE AIR FRANCE, CATHAY PACIFIC AIRWAYS LIMITED, JAPAN AIRLINES INTERNATIONAL COMPANY, LTD., MALAYSIAN AIRLINE SYSTEM**

1 **BERHAD, QANTAS AIRWAYS LIMITED, SINGAPORE AIRLINES LIMITED,**
2 **THAI AIRWAYS INTERNATIONAL PUBLIC CO., LTD. AND VIETNAM**
3 **AIRLINES CORPORATION; AND**

4 **11) CERTIFICATE OF SERVICE.**

5 with the Clerk of the Court using the Official Court Electronic Document Filing System which
6 served copies on all interested parties registered for electronic filing.

7 I declare under penalty of perjury, under the laws of the State of California, that the
8 foregoing is true and correct.

9 Executed on May 8, 2015 at San Francisco, California.

10 /s/ Christopher Lebsock

11 Christopher Lebsock
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24 *Interim Co-Lead Counsel for Plaintiffs*

25 **UNITED STATES DISTRICT COURT**
26 **NORTHERN DISTRICT OF CALIFORNIA**
27 **SAN FRANCISCO DIVISION**

28 **IN RE TRANSPACIFIC PASSENGER
AIR TRANSPORTATION ANTITRUST
LITIGATION**

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

MDL No: 1913

This Document Relates To:

All Actions

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENTS
WITH, AND FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO,
DEFENDANTS SOCIETE AIR FRANCE,
CATHAY PACIFIC AIRWAYS
LIMITED, JAPAN AIRLINES
INTERNATIONAL COMPANY, LTD.,
MALAYSIAN AIRLINE SYSTEM
BERHAD, QANTAS AIRWAYS
LIMITED, SINGAPORE AIRLINES
LIMITED, THAI AIRWAYS
INTERNATIONAL PUBLIC CO., LTD.
AND VIETNAM AIRLINES
CORPORATION**

1 This matter has come before the Court to determine whether there is any cause why this
 2 Court should not approve the settlements with Defendants Societe Air France (“Air France”),
 3 Cathay Pacific Airways Limited (“Cathay Pacific”), Japan Airlines International Company, Ltd.
 4 (“JAL”), Malaysian Airline System Berhad (“Malaysia Airlines”), Qantas Airways Limited
 5 (“Qantas”), Singapore Airlines Limited (“Singapore Airlines”), Thai Airways International Public
 6 Co., Ltd. (“Thai Airways”) and Vietnam Airlines Corporation (“Vietnam Airlines”) (collectively,
 7 the “Settling Defendants”). The Court, having reviewed the motion, the Settlement Agreements, the
 8 pleadings and other papers on file in this action, and the statements of counsel and the parties,
 9 including at the May 22, 2015 Fairness Hearing, hereby finds that: (1) the Settlements should be
 10 approved, and (2) that there is no just reason for delay of the entry of this Final Judgment approving
 11 these Settlement Agreements. Accordingly, the Court directs entry of Judgment which shall
 12 constitute a final adjudication of this case on the merits as to the parties to the Agreements. Good
 13 cause appearing therefore:

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

15 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
 16 within this litigation (collectively, the “Action”) and over the parties to the Settlement Agreements,
 17 including all members of the Settlement Class and the Settling Defendants.

18 2. The Court hereby finally approves and confirms the settlements set forth in the
 19 Settlement Agreements between Class Representatives and the Settling Defendants, and finds that
 20 said settlements are, in all respects, fair, reasonable and adequate to the Settlement Classes pursuant
 21 to Rule 23 of the Federal Rules of Civil Procedure

22 3. The following Classes are certified for settlement purposes only, pursuant to Rule 23
 23 of the Federal Rules of Civil Procedure:

24 JAL SETTLEMENT CLASS:

25 All persons and entities that purchased passenger air transportation
 26 that included at least one flight segment between the United States and
 27 Asia or Oceania from Defendants, or any predecessor, subsidiary, or
 28 affiliate thereof, at any time between January 1, 2000 and the Effective
 Date. Excluded from the class are purchasers of passenger air
 transportation directly between the United States and the Republic of
 Korea purchased from Korea Air Lines, Ltd. and/or Asiana Airlines,

1 Inc. Also excluded from the class are governmental entities,
 2 Defendants, any parent, subsidiary, or affiliate thereof, and
 Defendants' officers, directors, employees and immediate families.

3 **AIR FRANCE/VIETNAM AIRLINES SETTLEMENT CLASS:**

4 All persons and entities that purchased passenger air transportation
 5 that included at least one flight segment between the United States and
 6 Asia or Oceania from Defendants or their co-conspirators, or any
 predecessor, subsidiary or affiliate thereof, at any time between
 7 January 1, 2000 and the Effective Date. Excluded from the class are
 8 purchases of passenger air transportation between the United States
 9 and the Republic of South Korea purchased from Korea Air Lines,
 Ltd. and /or Asiana Airlines, Inc. Also excluded from the class are
 governmental entities, Defendants, former defendants in the Actions,
 any parent, subsidiary, or affiliate thereof, and Defendants' officers,
 directors, employees and immediate families.

10 **THAI AIRWAYS SETTLEMENT CLASS:**

11 All persons and entities that purchased passenger air transportation
 12 that included at least one flight segment between the United States and
 13 Asia or Oceania from Defendants, or any predecessor, subsidiary or
 14 affiliate thereof, at any time between January 1, 2000 and the Effective
 Date. Excluded from the class are governmental entities, Defendants,
 15 former Defendants in the Action, any parent, subsidiary or affiliate
 thereof, and Defendants' officers, directors, employees and immediate
 families.

16 **MALAYSIA AIRLINES SETTLEMENT CLASS:**

17 All persons and entities that purchased passenger air transportation
 18 that included at least one flight segment between the United States and
 19 Asia/Oceania from Defendants or their co-conspirators, or any
 predecessor, subsidiary or affiliate thereof, at any time between
 20 January 1, 2000 and the Effective Date. Excluded from the class are
 21 purchases of passenger air transportation between the United States
 22 and the Republic of South Korea purchased from Korean Air Lines,
 Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are
 governmental entities, Defendants, former defendants in the Actions,
 any parent, subsidiary or affiliate thereof, and Defendants' officers,
 directors, employees or immediate families.

23 **CATHAY PACIFIC SETTLEMENT CLASS:**

24 All persons and entities that purchased passenger air transportation
 25 that included at least one flight segment between the United States and
 26 Asia or Oceania from Defendants, or any predecessor, subsidiary or
 27 affiliate thereof, at any time between January 1, 2000 and the Effective
 Date. Excluded from the class are purchases of passenger air
 28 transportation between the United States and the Republic of South
 Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines,

1 Inc. Also excluded from the class are governmental entities,
 2 Defendants, former defendants in the Actions, any parent, subsidiary
 3 or affiliate thereof, and Defendants' officers, directors, employees and
 immediate families.

4 QANTAS SETTLEMENT CLASS

5 All persons and entities that purchased passenger air transportation
 6 that included at least one flight segment between the United States and
 7 Asia or Oceania from Defendants, or any predecessor, subsidiary or
 8 affiliate thereof, at any time between January 1, 2000 and the Effective
 9 Date. Excluded from the class are purchases of passenger air
 10 transportation between the United States and the Republic of South
 Korea purchased from Korea Air Lines, Ltd. and/or Asiana Airlines,
 Inc. Also excluded from the class are government entities, Defendants,
 former defendants in the Actions, any parent, subsidiary, or affiliate
 thereof, and Defendants' officers, directors, employees, and immediate
 families.

11 SINGAPORE AIRLINES SETTLEMENT CLASS

12 All persons and entities that purchased passenger air transportation
 13 that included at least one flight segment between the United States and
 14 Asia or Oceania from Defendants or their co-conspirators, or any
 15 predecessor, subsidiary or affiliate thereof, at any time between
 16 January 1, 2000 and the Effective Date. Excluded from the class are
 17 purchases of passenger air transportation between the United States
 18 and the Republic of South Korea purchased from Korea Air Lines,
 Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are
 governmental entities, Defendants, former defendants in the Actions,
 any parent, subsidiary or affiliate thereof, and Defendants' officers,
 directors, employees and immediate families.

19 4. These settlement classes shall be referred to herein as the Settlement Classes.

20 5. For purposes of these Settlement Classes, the term Defendants shall be defined as set
 21 forth in each of the respective Settlement Agreements. Where co-conspirators are referenced in a
 22 settlement class definition, the term co-conspirators means: American Airlines; Asiana Airlines;
 23 British Airways; Continental Airlines; Delta Airlines; Korean Air Lines; KLM Royal Dutch
 24 Airlines; Lufthansa; Northwest Airlines; Scandinavian Airlines System; Swiss International; United
 25 Airlines; and Virgin Atlantic Airways.

26 6. The Court finds the prerequisites to a class action under Federal Rule of Civil
 27 Procedure 23(a) have been satisfied for settlement purposes by each of the Settlement Classes in
 28 that:

- a. there are hundreds of thousands of putative members of the Settlement Classes, making joinder of all members impracticable;
- b. there are questions of fact and law that are common to all members of the Settlement Classes;
- c. the claims of the Class Representatives are typical of those of the absent members of the Settlement Classes; and
- d. Plaintiffs Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Fredrick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow and James Kawaguchi (the "Class Representatives") have and will fairly and adequately protect the interests of the absent members of the Settlement Classes and have retained counsel experienced in complex antitrust class action litigation who have and will continue to adequately advance the interests of the Settlement Classes.

7. The Court finds that this Action may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3) for settlement because: (i) questions of fact and law common to the members of the Settlement Classes predominate over any questions affecting only the claims of individual members; and (ii) a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

8. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby confirms that Cotchett, Pitre & McCarthy and Hausfeld LLP are appointed as Settlement Class Counsel, and that Plaintiffs Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Fredrick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow and James Kawaguchi are appointed to serve as Class Representatives on behalf of the Settlement Classes.

9. The person identified on Exhibit B to the Declaration of Joel Botzet in support of Plaintiffs' motion for final approval of the Class Settlements has timely and validly requested

1 exclusion from the Settlement Classes and, therefore, is excluded. Such person is not included in or
2 bound by this Final Judgment. Such person is not entitled to any recovery of the settlement
3 proceeds obtained through these Class Settlements.

4 10. One person, Amy X. Yang, filed a timely objection to the Class Settlements. Yang
5 does not have standing to object to the settlements with Cathay Pacific, Thai Airways or Qantas,
6 because she is not a class member under any of these Settlement Agreements. Her objections were
7 considered in connection with the other five Settlement Agreements. After a thorough review of her
8 arguments, and Plaintiffs' responses thereto, the Court finds her objections to be without merit.
9 Accordingly, here objections are hereby overruled.

10 11. The Court hereby confirms the establishment of a litigation expense fund in the
11 amount of \$3 million to reimburse Plaintiffs for litigation expenses incurred to date and pay for
12 litigation expenses that will be incurred in the future. Class Counsel shall file an in camera motion
13 with the Court (that need not be served on any of the defendants or their counsel), seeking approval
14 for the payment and/or reimbursement of litigation expenses from the litigation fund.

15 12. This Court hereby dismisses on the merits and with prejudice the Action against the
16 Settling Defendants, with each party to bear their own costs and attorneys' fees.

17 13. All persons and entities who are Releasing Parties under the terms of the Settlement
18 Agreements are hereby barred and enjoined from commencing, prosecuting or continuing, either
19 directly or indirectly, against the Settling Defendants, in this or any other jurisdiction, any and all
20 claims, causes of action or lawsuits, which they had, have or in the future may have arising out of
21 or related to any of the settled claims as defined in the Settlement Agreements.

22 14. The Released Parties as defined in the Settlement Agreements are hereby and forever
23 released and discharged with respect to any and all claims or causes of action which the Releasing
24 Parties had or have arising out of or related to any of the settled claims as defined in the Settlement
25 Agreements.

26 15. The notice given to the Settlement Classes of the settlements set forth in the
27 Settlement Agreements, and as approved by the Court at the time of preliminary approval, was the
28

best notice practicable under the circumstances, including a multi-part notice program through paid media (including publication in newspapers and in internet banner ads in several languages), press releases, online media and the establishment of a toll-free number. According to the notice expert retained by Class Counsel, the notice program reached 80.3% of the potential members of the Settlement Classes in the United States and “at least 70%” of members of the Settlement Classes residing in Japan—the two countries where the significant majority of members of the Settlement Classes reside. Said notice provided due and adequate notice of those proceedings and of the matters set forth therein, including the proposed settlements set forth in the Settlement Agreements, to persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

16. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of these settlements and any distribution to members of the Settlement Classes pursuant to further orders of this Court; (b) disposition of the Settlement Fund (c) determining attorneys’ fees, costs, expenses, interest and Class Representative incentive awards; (d) the Action until the Final Judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties all have been performed pursuant to the Settlement Agreements; (e) hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f) all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreements and the mutual releases and other documents contemplated by, or executed in connection with the Agreement.

IT IS SO ORDERED.

Dated _____, 2015

HON. CHARLES R. BREYER
United States District Court Judge

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

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

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

This Document Relates To:
All Actions

**DECLARATION OF CHRISTOPHER L.
LEB SOCK IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
SETTLEMENTS WITH DEFENDANTS
SOCIETE AIR FRANCE, CATHAY PACIFIC
AIRWAYS LIMITED, JAPAN AIRLINES
INTERNATIONAL COMPANY, LTD.,
MALAYSIAN AIRLINE SYSTEM BERHAD,
QANTAS AIRWAYS LIMITED, SINGAPORE
AIRLINES LIMITED, THAI AIRWAYS
INTERNATIONAL PUBLIC CO., LTD. AND
VIETNAM AIRLINES CORPORATION**

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 Final Approval of
5 Settlements with Defendants Societe Air France ("Air France"), Cathay Pacific Airways Limited
6 ("Cathay Pacific"), Japan Airlines International Company, Ltd. ("JAL"), Malaysian Airline
7 System Berhad ("Malaysia Airlines"), Qantas Airways Limited ("Qantas"), Singapore Airlines
8 Limited ("Singapore Airlines"), Thai Airways International Public Co., Ltd. ("Thai Airways")
9 and Vietnam Airlines Corporation ("Vietnam Airlines") (collectively, "Settling Defendants"). I
10 have personal knowledge of the facts stated in this Declaration and, if called as a witness, I could
11 and would testify competently to them.

12 2. Counsel for Plaintiffs and counsel for JAL, the first Settling Defendant,
13 commenced settlement negotiations in 2008. In late 2008, JAL and Plaintiffs mediated their
14 dispute before the Honorable Daniel Weinstein. Following the mediation, JAL filed for
15 bankruptcy protection under the laws of Japan and sought and was granted a stay of this
16 litigation against it. In mid-2010, while bankruptcy proceedings were still pending, JAL and the
17 Plaintiffs executed a settlement agreement. Thereafter, JAL sought and obtained approvals of the
18 applicable Japanese authorities and the Japanese bankruptcy court for the JAL Settlement
19 Agreement. The stay entered by the bankruptcy court in the Southern District of New York was
20 then modified to reflect the existence of the settlement. The settlement agreement was amended
21 on June 18, 2014; the amended settlement agreement is attached as Exhibit 1 ("JAL Settlement
22 Agreement").

23 3. Plaintiffs' counsel deliberated carefully and at arm's length before entering the
24 settlement with JAL and believe that the settlement is in the best interests of the Class. The JAL
25 Settlement Agreement provides for a payment to the Class defined therein of \$10 million, and
26 substantial cooperation with Plaintiffs' counsel.

27 4. The amount of the settlement with JAL was premised on the following facts: (1)
28 JAL's bankruptcy, (2) its agreement to provide cooperation to Plaintiffs' counsel, (3) its

1 cooperation with the Department of Justice and the likelihood that it would receive the benefit of
 2 substantial damages reductions under the Antitrust Criminal Penalty Enhancement and Reform
 3 Act (“ACPERA”), and (4) the evidence of its participation in the conspiracy alleged and its legal
 4 defenses.

5 5. Commencing in 2009 and continuing to the present, JAL provided information to
 6 counsel for the Plaintiffs as required by the Settlement Agreement. This information provided
 7 one of the bases for the allegations contained in the current version of the complaint, and assisted
 8 Plaintiffs’ counsel in evaluating the other Settling Defendants’ positions and obtaining the best
 9 settlement possible for the Classes.

10 6. In or about mid-2012, Plaintiffs’ counsel engaged in settlement negotiations with
 11 counsel for Air France. These settlement negotiations resulted in the execution of a settlement
 12 agreement with Air France on November 15, 2012; that settlement agreement was amended on
 13 April 15, 2014. The amended settlement agreement is attached as Exhibit 2 (“Air France
 14 Settlement Agreement”).

15 7. Plaintiffs’ counsel deliberated carefully and at arm’s length before entering the
 16 settlement with Air France and believe that the settlement is in the best interests of the Class. The
 17 Air France Settlement Agreement provides for a payment to the Class defined therein of
 18 \$876,000, and cooperation with counsel for the Plaintiffs.

19 8. The amount of the settlement with Air France was premised on the following facts:
 20 (1) the evidentiary record as of the date of the settlement, (2) Air France’s agreement to provide
 21 cooperation to Plaintiffs’ counsel, (3) Air France’s volume of U.S. originating travel during the
 22 class period, and (4) Air France’s legal defenses.

23 9. In or about mid-2013, Plaintiffs’ counsel engaged in settlement negotiations with
 24 counsel for Vietnam Airlines. These settlement negotiations resulted in the execution of a
 25 settlement agreement with Vietnam Airlines on July 1, 2013; that settlement agreement was
 26 amended on April 15, 2014. The amended settlement agreement is attached as Exhibit 3
 27 (“Vietnam Airlines Settlement Agreement”).

28 10. Plaintiffs’ counsel deliberated carefully and at arm’s length before entering the

1 settlement with Vietnam Airlines and believe that the settlement is in the best interests of the
 2 Class. The Vietnam Airlines Settlement Agreement provides for a payment to the Class defined
 3 therein of \$735,000, and cooperation with counsel for the Plaintiffs.

4 11. The amount of the settlement with Vietnam Airlines was premised on the
 5 following facts: (1) the evidentiary record as of the date of the settlement, (2) Vietnam Airlines'
 6 agreement to provide cooperation to Plaintiffs' counsel, (3) Vietnam Airlines' traffic volume for
 7 U.S. originating travel, and (4) Vietnam Airlines' legal defenses.

8 12. In or about mid-2013, Plaintiffs' counsel engaged in settlement negotiations with
 9 counsel for Thai Airways. These settlement negotiations resulted in the execution of a settlement
 10 agreement with Thai Airways on December 23, 2013. The settlement agreement is attached as
 11 Exhibit 4 ("Thai Airways Settlement Agreement").

12 13. Plaintiffs' counsel deliberated carefully and at arm's length before entering the
 13 settlement with Thai Airways and believe that the settlement is in the best interests of the Class.
 14 The Thai Airways Settlement Agreement provides for a payment to the Class defined therein of
 15 \$9,700,000, and cooperation with counsel for the Plaintiffs.

16 14. The amount of the settlement with Thai Airways was premised on the following
 17 facts: (1) the evidentiary record as of the date of the settlement, (2) Thai Airways' agreement to
 18 provide cooperation to Plaintiffs' counsel, (3) Thai Airways' traffic volume for U.S. originating
 19 travel, and (4) Thai Airways' legal defenses.

20 15. In or about mid-2012, Plaintiffs' counsel engaged in settlement negotiations with
 21 counsel for Malaysia Airlines. These settlement negotiations resulted in the execution of a
 22 settlement agreement with Malaysia Airlines on June 11, 2013. The settlement agreement is
 23 attached as Exhibit 5 ("Malaysia Airlines Settlement Agreement").

24 16. Plaintiffs' counsel deliberated carefully and at arm's length before entering the
 25 settlement with Malaysia Airlines and believe that the settlement is in the best interests of the
 26 Class. The Malaysia Airlines Settlement Agreement provides for a payment to the Class defined
 27 therein of \$950,000, and cooperation with counsel for the Plaintiffs.

28 17. The amount of the settlement with Malaysia Airlines was premised on the

1 following facts: (1) the evidentiary record as of the date of the settlement, (2) Malaysia Airlines’
 2 agreement to provide cooperation to Plaintiffs’ counsel, (3) Malaysia Airlines traffic volume for
 3 U.S. originating travel, and (4) Malaysia Airlines’ legal defenses.

4 18. In or about mid-2014, Plaintiffs’ counsel engaged in mediated settlement
 5 negotiations with counsel for Cathay Pacific before Judge James Robertson, Ret., United States
 6 District Court in and for the District of Columbia. These settlement negotiations resulted in the
 7 execution of a settlement agreement with Cathay Pacific on July 22, 2014. The settlement
 8 agreement is attached as Exhibit 6 (“Cathay Pacific Settlement Agreement”).

9 19. Plaintiffs’ counsel deliberated carefully and at arm’s length before entering the
 10 settlement with Cathay Pacific and believe that the settlement is in the best interests of the Class.
 11 The Cathay Pacific Settlement Agreement provides for a payment to the Class defined therein of
 12 \$7,500,000, and cooperation with counsel for the Plaintiffs.

13 20. The amount of the settlement with Cathay Pacific was premised on the following
 14 facts: (1) the evidentiary record as of the date of the settlement, (2) Cathay Pacific’s agreement
 15 to provide cooperation to Plaintiffs’ counsel, (3) Cathay Pacific’s traffic volume for U.S.
 16 originating travel, and (4) Cathay Pacific’s legal defenses.

17 21. Counsel for Qantas and the Plaintiffs have been discussing the possibility of
 18 settlement since late 2013. Negotiations culminated with the execution of a settlement
 19 agreement between Plaintiffs and Qantas (“Qantas Settlement Agreement”) on August 8, 2014,
 20 attached as Exhibit 7 hereto.

21 22. Plaintiffs’ counsel deliberated carefully and at arm’s length before entering into the
 22 settlement with Qantas and believe that the settlement is in the best interests of the Class defined
 23 therein. The Qantas Settlement Agreement provides for a payment to the Class defined therein of
 24 \$550,000, plus an additional \$100,000 towards the cost of class notice, and certain cooperation
 25 with Plaintiffs’ counsel.

26 23. The amount of the settlement with Qantas was premised on the following facts: (1)
 27 its volume of US-originating Transpacific passenger travel during the class period; (2) the nature
 28 of the evidence of its alleged participation in the alleged conspiracy; (3) its agreement to provide

1 cooperation to Plaintiffs' counsel; and (4) its legal defenses in this action.

2 24. Counsel for Singapore Airlines and counsel for the Plaintiffs have been discussing
3 the possibility of settlement since the first quarter of 2014. Negotiations culminated with the
4 execution of a settlement agreement between Plaintiffs and Singapore Airlines ("Singapore
5 Airlines Settlement Agreement") on August 13, 2014, attached as Exhibit 8 hereto.

6 25. Plaintiffs' counsel deliberated carefully and at arm's length before entering into the
7 settlement with Singapore Airlines and believe that the settlement is in the best interests of the
8 Class defined therein. The Singapore Airlines Settlement Agreement provides for a payment to
9 the Class defined therein of \$9,200,000, and certain cooperation with Plaintiffs' counsel.

10 26. The amount of the settlement with Singapore Airlines was premised on the
11 following facts: (1) its volume of US-originating Transpacific passenger travel during the class
12 period; (2) the nature of the evidence of its alleged participation in the alleged conspiracy; (3) its
13 agreement to provide cooperation to Plaintiffs' counsel; and (4) its legal defenses in this action.

14 27. As a result of these Settlement Agreements with the Settling Defendants, the total
15 class recovery to date is \$39,502,000.

16 28. Additionally, each Settling Defendant has agreed to cooperate with Plaintiffs in the
17 prosecution of this action by providing information relating to Plaintiffs' allegations, including
18 through (1) attorney proffers; (2) interviews of persons with knowledge regarding the
19 conspiratorial conduct alleged in Plaintiffs' Second Amended Consolidated Class Action
20 Complaint; (3) the production of relevant documents, including assistance in establishing the
21 admissibility of the documents produced; and (4) for all settlements other than with Malaysia
22 Airlines, one or more witnesses to establish the foundation of documents or data necessary for
23 summary judgment and/or trial.

24 29. Negotiations between Plaintiffs' counsel and counsel for the Settling Defendants
25 all occurred over a period of months. These negotiations were sharply contested and conducted
26 in the utmost good faith. Settlement discussions took place in one or more of the following ways:
27 through formal mediation (as to JAL and Cathay Pacific only) and/or through in-person meetings
28 of counsel and/or via telephone communications: through multiple meetings of counsel and via

1 email exchanges and telephone communications. Those negotiations included exchanges of
2 documents and other information, including data concerning commerce and/or liability evidence.

3 30. Plaintiffs relied on extensive proffer sessions with JAL as well as voluminous
4 document production and numerous depositions to evaluate the reasonableness of the settlements
5 with the Settling Defendants.

6 31. Due to principles of joint and several liability in antitrust matters, the commerce of
7 Settling Defendants may remain in the case for purposes of any damages that might be awarded
8 against the remaining defendants.

9 32. Settlement funds owed pursuant to the Settlement Agreements have been deposited
10 in an escrow account at Citibank, N.A. in a manner and at a time that conforms to the Settlement
11 Agreements.

12 33. Each of the current representative plaintiffs represent the interests of the
13 Settlement Classes, and have participated in this litigation. The current representatives have
14 responded to discovery and sat for a deposition. Each has assisted Plaintiffs' counsel to prepare
15 this matter for class certification and has pledged willingness to continue to do so.

16 34. Discovery in this action has been extensive. To date, Plaintiffs' counsel have
17 analyzed millions of documents, produced from both Settling and non-settling Defendants, and
18 have conducted over 60 depositions.

19 35. Attached hereto as Exhibit 9 is a true and correct copy of the form "IATA Agent
20 Agreement."

21 36. Attached hereto as Exhibit 10 is a true and correct copy the deposition transcript of
22 objector Amy X. Yang, taken on May 1, 2015 in Washington, D.C.

23 37. Attached hereto as Exhibit 11 is a true and correct copy of objector Yang's retainer
24 agreement with the Center for Class Action Fairness, as produced by Yang.

25 38. Attached hereto as Exhibit 12 is a true and correct copy of Order Granting Direct
26 Purchaser Class Plaintiffs' Motion for the Advancement of Litig. Expenses from Settlement
27 Funds, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, Master File No. M 07-1827 SI, Dkt. No.
28 2474 (N.D. Cal. Feb. 17, 2011).

41. Attached hereto as Exhibit 15 is a true and correct copy of Order Re Final Settlement Approval and Attorney Fee Award, Granting Motion to Strike, and Denying Motion to Seal, *In re Quaker Oats Labeling Litig.* No. C 10-0502, Dkt. No. 209 (N.D. Cal. July 29, 2014).

42. 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.

/s/ Christopher L. Lebsack
Christopher L. Lebsack

Exhibit 1

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Interim Co-Lead Counsel

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

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

Case No. 07-cv-05634-CRB

MDL No. 1913

Honorable Charles R. Breyer

This Document relates to:

ALL ACTIONS

**AMENDED SETTLEMENT
AGREEMENT BETWEEN PLAINTIFFS
AND JAPAN AIRLINES COMPANY,
LTD.**

CONFIDENTIAL – FRE 408

July 9, 2014

This Amended Settlement Agreement, dated ~~June 11, 2014~~ (the “Settlement Agreement”), is made and entered into by and among defendant Japan Airlines Company, Ltd., (“JAL”) and Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and James Kawaguchi (“Plaintiffs”), individually and as representatives of the class of similarly situated plaintiffs as more specifically defined below, in the MDL class action In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of California, San Francisco Division.

WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that JAL participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which JAL and other defendants (“Defendants”) agreed to fix, raise, maintain, and/or stabilize prices for air passenger travel, including associated surcharges, for international flights involving at least one flight segment between the United States and Asia/Oceania.

WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts and the law, and after carefully considering the circumstances of claims made by Plaintiffs and the Class, and the possible legal and factual defenses thereto, that it is in the best interests of Plaintiffs and the Settlement Class to enter into this Settlement Agreement with JAL to avoid the uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class.

WHEREAS, JAL has concluded, despite its belief that its conduct did not cause any consumer harm and that it has good defenses with respect to Plaintiffs’ claims for damages, that

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it is in its best interests to enter into this Settlement Agreement to avoid the uncertainties, risks and costs of litigation.

WHEREAS, Interim Class Counsel and JAL have engaged in arm's-length settlement negotiations with the assistance of a Mediator, and have reached this Settlement Agreement, which embodies all of the terms and conditions of the Settlement between Plaintiffs and JAL, subject to approval of the Court.

WHEREAS, there has been a corporate reorganization filing in Japan and related Chapter 15 filing in U.S. Bankruptcy Court for the Southern District of New York by JAL (and certain related parties).

WHEREAS, certain events since the original settlement agreement was signed, including the withdrawal and addition of certain named plaintiffs, the change of name by "Japan Airlines International Company, Ltd." to "Japan Airlines Company, Ltd.", and settlements by several other defendants in this case call for technical amendments to the original settlement agreement.

NOW, THEREFORE, it is agreed by the undersigned, on behalf of JAL, Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the Settlement Class be settled, compromised and dismissed on the merits and with prejudice as to JAL and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class or JAL, subject to court approval, on the following terms and conditions:

1. Definitions

1.1. "Actions" means the class action captioned In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of California, San Francisco Division, and all actions relating to the same claims alleged in

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Plaintiffs' Consolidated Class Action Complaint filed in that litigation that were originally filed in the United States District Court for the Northern District of California and those that have been or are subsequently transferred to such court by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913.

1.2. "Court" means the United States District Court for the Northern District of California.

1.3. "Effective Date" means the earliest date on which all of the events and conditions specified in paragraph 7 herein have occurred or have been met.

1.4. "Judgment" means a final order of judgment, dismissal, and approval of the Settlement, to be rendered by the Court substantially in the form of Attachment A.

1.5. "Mediator" means Hon. Daniel H. Weinstein (Ret.).

1.6. "Parties" means Plaintiffs, Settlement Class Members, and JAL.

1.7. "Defendants" means Air France, Air New Zealand, All Nippon Airways Company, Limited, American Airlines, Inc., Asiana Airlines, Inc., British Airways, Plc, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc., Delta Airlines, Inc., Deutsche Lufthansa AG, EVA Airways Corporation, the International Air Transport Association, Korean Airlines, Ltd., KLM Royal Dutch Airline, Malaysian Airline System Berhad, Northwest Airlines Corporation, Philippine Airlines, Inc., Qantas Airways Limited, SAS AB, Singapore Airlines Limited, Swiss International AG, Thai Airways International Public Co., Ltd., United Airlines, Inc., Vietnam Airlines, and Virgin Atlantic Airways, Ltd.

1.8. "Person" means an individual or an entity.

1.9. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda,

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Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and James Kawaguchi, and any other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

1.10. “Preliminary Approval Order” means an order preliminarily approving the Settlement, to be rendered by the Court.

1.11. “Released Claims” means any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature, that the Releasing Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against the Released Parties, on account of, arising from, or in any way related to, the pricing of passenger air transportation by JAL or Defendants, without limitation, with respect to such pricing or fuel surcharges or any other element of, component of, or surcharge upon such pricing, and with respect to the facts, occurrences, transactions or other matters that were alleged or could have been alleged in the Consolidated Class Action Complaint or any amendments thereto in the above-captioned matter or in the complaints in any of the Actions arising out of the conspiracy or conspiracies between JAL and Defendants to fix the prices of passenger air transportation, whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief or damages claimed.

1.12. “Released Parties” means, jointly and severally, individually and collectively: JAL, its present and former parents, subsidiaries, divisions and affiliates, each of their respective

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past and present officers, directors, employees and agents, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (“JAL Releasees”).

Released Parties does not include any defendant in this action other than JAL.

1.13. “Releasing Parties” means, individually and collectively: Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement Class in the manner directed by the Court in its order preliminarily approving this Settlement.

1.14. “Settlement Class Counsel” means the law firms of Cotchett Pitre & McCarthy, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 700 K Street, Suite 650, Washington, DC 20006.

1.15. “Settlement Class Members” means, collectively, all members of the Settlement Class as defined in paragraph 2.1 herein.

1.16. “Settlement Fund” shall mean those monies representing the consideration to be paid by JAL pursuant to paragraph 10.1 of this Agreement and any interest or earnings relating to such consideration as provided for herein.

2. Class Certification

In connection with Plaintiffs’ motion for preliminary approval of the Settlement, pursuant to paragraph 3.1 herein, the Parties shall seek certification of the following Settlement Class:

Settlement Class: All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate

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thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation directly between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are governmental entities, Defendants, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and immediate families.

3. Motion for Preliminary Approval

3.1. Plaintiffs shall file with the Court a motion, which shall be supported by JAL, requesting entry of a Preliminary Approval Order, *inter alia*:

- (a) preliminarily approving the Settlement;
- (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel for an award of attorneys' fees and payment of costs and expenses;
- (c) certifying the Settlement Class, and finding that each element for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure is met;
- (d) approving the Parties' proposed methods for giving notice of the Settlement and the Fairness Hearing to Settlement Class Members;
- (e) approving the Parties' proposed forms of notice;

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- (f) setting the date by which any Settlement Class Member who seeks exclusion from a Settlement Class must submit a Request for Exclusion, which shall, subject to the Court's approval, be a date no earlier than forty-five (45) days after notice is given to Settlement Class Members, and no later than fourteen (14) days prior to the Fairness Hearing;
- (g) setting the date by which any Settlement Class Member may serve written objections to the Settlement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and
- (h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement, by any Releasing Party.

3.2. Plaintiffs shall seek, and JAL shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

3.3. JAL shall have the right to review Plaintiffs' draft motion for preliminary approval at least three (3) business days in advance of such filing being made.

4. Notice to Settlement Class Members

4.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to Settlement Class Members for whom JAL currently has email or physical address, such Settlement Class Members having been determined by the Parties to be those whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23. In addition, in order to provide notice of the settlement

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to those Settlement Class Members who do not receive individual notice pursuant to paragraph 4.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23, and may include direct notice to be provided to class members who purchased travel from other defendants in this action based upon contact information to be provided by those defendants, including but not limited to through frequent flyer program information concerning such class members. Plaintiffs shall develop, with the cooperation of JAL, the details of the publication notice program. The Parties shall submit an agreed publication notice program to the Court or, in the absence of agreement upon the publication notice program, Plaintiffs shall submit their proposed publication notice program to the Court and JAL shall submit any objections within 10 days thereafter.

4.2. If any other class is certified by the Court in these Actions, the parties to this Settlement Agreement agree that the notice program to be implemented pursuant to this Settlement Agreement may be combined with notice of such other class(es) as may be certified by the Court.

4.3. The costs and expenses associated with providing notice of the settlement to members of the Settlement Class pursuant to the Court-approved notification plan shall be paid from the Settlement Fund and JAL shall have no further obligation to pay for the costs and expenses of providing notice of the Settlement to members of the Settlement Class.

5. Requests for Exclusion

5.1. Any Person that wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this paragraph (a “Request for Exclusion”). Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement Class, shall have no rights with respect to this Settlement Agreement, and shall receive no

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benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

5.2. Settlement Class Counsel shall forward each Request for Exclusion to JAL's counsel within three (3) business days of receipt.

6. Fairness Hearing

6.1. At the Fairness Hearing, Plaintiffs and JAL shall jointly seek entry of a Judgment *inter alia*:

- (a) finally approving the Settlement and its terms as being fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation according to its terms;
- (b) determining that the notices to Settlement Class Members constituted, under the circumstances, the most effective and practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- (c) directing that, as to JAL, the Actions be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;
- (d) permanently barring and enjoining the institution, commencement, or prosecution, by any of the Releasing Parties, of any action asserting any Released Claim against the Released Parties, in any local, state, federal, or other court of

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any nation, or in any agency or other authority or arbitral or other forum wherever located;

(e) providing that any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement shall be deemed to have waived any objections to the settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;

(f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and

(g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to JAL shall be final and entered forthwith.

6.2. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person or through counsel, at their own expense, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. However, no such Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents shall be received and considered by the Court unless such Settlement Class Member properly submits a written objection that includes (a) notice of their intention to appear, (b) proof of membership in a Settlement Class, and (c) the specific grounds for the objection. Such a written objection must be filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and JAL's counsel, postmarked no later than fourteen (14) days prior to the date of the Fairness Hearing. Any Settlement Class Member who

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fails to object in the manner prescribed herein shall be deemed to have waived any objections to the settlement and this Settlement Agreement and will forever be barred from making any such objections to the Settlement or this Settlement Agreement.

7. Effective Date of Agreement

This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met (the “Effective Date”):

- (a) the Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against JAL with prejudice as to all Settlement Class Members, and without costs except as specified herein; and
- (b) the time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

8. Release and Covenant not to Sue

8.1. Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, shall have covenanted not to sue any of the

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Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against any of the Released Parties.

8.2. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Release Date, each of the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the Actions), each of which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,” and of any similar provision, statute, regulation, rule, or principle of law or equity of any other state or territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those that any of them or their counsel now knows or believes to be true with respect the subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff shall expressly have, and, upon the Release Date, each Releasing Party shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery of existence of such

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different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

8.3. Upon the Effective Date, and as part of the Judgment, JAL will waive any claim for indemnity or contribution, however denominated, against any of the defendants in the Actions other than JAL, arising out of or related to the claims or allegations asserted by Plaintiffs in the Actions, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States, or elsewhere, and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

9. Reservation of Settlement Class Members' Rights Against Other Defendants

All rights of any Settlement Class Member against any co-conspirator or any other Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement Class Members. The sales of passenger air transportation by JAL shall, to the extent permitted and/or authorized by U.S. law, remain in the case against any other future defendants in the Actions as a potential basis for damage claims and shall be part of any joint and several liability claims against future defendants in the Actions or other persons or entities other than the Released Parties.

10. Settlement Consideration

10.1. The total monetary amount payable by JAL (comprising class damages, costs of class notice and administration, and attorneys fees and costs) in settlement of all claims relating

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to the Actions, whether purchased in the United States or outside the United States is U.S.D. \$10 million.

10.2. JAL has previously deposited the sum identified in paragraph 10.1 into an escrow account (the “Escrow Account”) established by Plaintiffs.

10.3. The Escrow Account has been established at a bank located within the Northern District of California, with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and JAL, such escrow to be administered under the Court’s continuing supervision and control.

10.4. The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

10.5. All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

10.6. Plaintiffs and JAL agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph 10.6, including the “relation-back election” (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance

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with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

10.7. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 10. 6) shall be consistent with paragraph 10. 6 and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 10.8 hereof.

10.8. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon JAL or any other JAL Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of paragraphs 10. 6 through 10. 8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraph 10.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

10.9. Neither JAL nor any other JAL Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement

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Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)). Neither JAL nor any other JAL Releasee is responsible nor shall they have any liability therefor. Plaintiff and JAL agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 10.3 through 10.9.

10.10. If this Agreement does not receive final Court approval, or if the Actions are not certified as a class action for settlement purposes, then all amounts paid by JAL into the Settlement Fund (other than costs that may already have been incurred or expended in accordance with paragraphs 4.3 and 11) shall be promptly returned to JAL from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

10.11. If, after all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed pro-rata to the Settlement Class, or in Settlement Class Counsel's reasonable judgment, be made the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with governing standards in the Ninth Circuit.

11. Administration of the Settlement

The costs and expenses of administration of the settlement pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s) shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to

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Settlement Class Counsel for payment from the Escrow Account. To the extent practicable the administration of this Settlement shall be coordinated with the administration of other aspects of these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs and any other settling defendant(s) and/or the administration of any recovery obtained on behalf of the class by summary judgment or trial.

12. Withdrawal From or Modification of the Settlement

If the Court declines to approve this Settlement Agreement or any material part hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review, such Judgment is not affirmed or is materially modified, then JAL and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety.

13. Cooperation

13.1. JAL agrees to perform the following acts:

- (a) JAL will provide to plaintiffs copies of all documents previously made available for review by Settlement Class Counsel, solely for their use in the Actions. All those documents will be produced to Settlement Class Counsel subject to—and Settlement Class Counsel will assert during any discovery in MDL 1913—that the documents are confidential pursuant to any protective order entered by the court in the Actions. Production will take place within five business days after the signing of this Agreement.
- (b) meeting and conferring regarding any additional documents to be produced;
- (c) providing assistance reasonably necessary to establish the admissibility of all documents it has produced, including, as reasonably necessary, producing at trial in

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person, by deposition or by affidavit, whichever is legally required, representatives to testify as to the genuineness, status as business records, and authenticity of documents;

(e) meeting and conferring on making available no more than four (4) employees as declarant(s) with knowledge concerning the factual matters asserted by any defendant(s) seeking summary judgment and with the ability to authenticate documents relevant to the motion(s) for summary judgment. This paragraph is not intended to create any obligation on the part of JAL if JAL lacks knowledge concerning the factual basis of the defendant's motion for summary judgment;

(f) making JAL's legal counsel available no more than forty (40) hours in aggregate for reasonable consultation, including but not limited to consultation regarding the involvement of other airlines in the alleged conspiracy, the interpretation of documents, and about the airline industry in general; and

(g) making available, upon reasonable notice and at mutually agreed dates and locations, for interview and/or testimony in the United States (by deposition, declaration, or at trial), up to ten (10) current and/or former JAL employee witnesses to provide information about Plaintiff's substantive allegations, it being understood that as to any former employee JAL's obligation under this clause is to use reasonable efforts to make such former employee available.

(h) providing assistance reasonably necessary to notify the class of this Settlement Agreement and the fairness hearing contemplated in Paragraph 6, above.

13.2. All documents and information provided pursuant to paragraph 13.1 shall be confidential and shall be used only in connection with the Actions. No such documents or information may be disclosed by Plaintiffs or Settlement Class counsel to any person (other than

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experts and document discovery vendors retained by Plaintiffs in the course and for the purposes of the Actions), except as provided under the terms of that Protective Order on file in the Actions. The confidentiality requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class counsel even in the event that the Settlement Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain in effect.

13.3. The cooperation set forth in paragraph 13.1 shall constitute the exclusive means by which Plaintiffs and Settlement Class counsel may obtain discovery from JAL and JAL Releasees, whether under the Federal Rules of Civil Procedure or the laws or rules of any other jurisdiction.

14. No Admissions

14.1. The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Actions and to compromise claims that are contested, and it shall not be deemed an admission by any party as to the merits of any claim or defense or any allegation made in the Actions.

14.2. The Parties acknowledge that JAL is entering into this Settlement to eliminate the uncertainties, burden, and expense of protracted litigation. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, JAL's conduct having violated the laws of any state, country, or other jurisdiction or of having caused any harm to consumers. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the

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Settlement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. Settlement Class Counsel's Attorneys' Fees and Expenses

15.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. JAL shall not take a position with respect to the timing or amount of any application Settlement Class Counsel makes for an award of attorneys' fees and costs out of the Settlement Fund and hereby agrees that Settlement Class Counsel may withdraw any amount awarded by the Court for attorneys' fees and costs five days following the Court's award, subject to an appropriate financial undertaking in the event of an appeal of the Court's award of attorneys' fees and expenses.

15.2. JAL shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

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16. Miscellaneous Provisions

16.1. Plaintiffs will not assert that negotiating and agreeing to this Settlement Agreement, or providing any cooperation and assistance to Plaintiffs, constitutes a waiver or other grounds for full or partial lifting of any litigation stay ordered by the Japanese court supervising JAL's reorganization or the U.S. bankruptcy court regarding JAL and its affiliates. JAL agrees to take all reasonably necessary steps to effectuate the terms of this Settlement Agreement, and seek approval of this agreement before all necessary courts.

16.2. JAL expressly represents that it has obtained all required approvals from its management, and Bankruptcy trustee(s), and regulators for this Settlement Agreement and that it shall use its best efforts to seek prompt approval of this agreement from all Japanese and United States courts from which approval is necessary.

16.3. This Settlement Agreement shall constitute the entire agreement between the Parties pertaining to the Settlement of the Actions against JAL and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. All terms of the Settlement Agreement are contractual and not mere recitals. The terms of the Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the parties hereto including any Settlement Class Members.

16.4. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and JAL, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

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16.5. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafters hereof.

16.6. Plaintiffs and JAL acknowledge that they have been represented by counsel, and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and JAL and their respective counsel agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and JAL and their respective counsel understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

16.7. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California, without regard to its choice of law or conflicts of laws principles.

16.8. JAL, Plaintiffs and all Settlement Class Members hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein.

16.9. This Settlement Agreement may be executed in counterparts. Facsimile or pdf signatures shall be considered as valid signatures for purposes of execution of this Settlement

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Agreement, but original signature pages shall thereafter be collated for filing of this Settlement Agreement with the Court.

16.10. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

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IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives
have agreed to this Settlement Agreement as of the date first written above.

Dated: June 18, 2014

By: 

Christopher L. Lebosck
Hausfeld LLP
44 Montgomery Street
San Francisco, CA 94111
(415) 633-1908 (telephone)
(415) 358-4980 (facsimile)

*Co-Counsel for Plaintiffs and Settlement
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By: 

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Plaintiffs' Interim Co-Lead Counsel

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. 07-cv-05634-CRB

MDL No. 1913

Honorable Charles R. Breyer

This Document relates to:

ALL ACTIONS

**AMENDED SETTLEMENT
 AGREEMENT BETWEEN PLAINTIFFS
 AND SOCIÉTÉ AIR FRANCE**

April 15

This Amended Settlement Agreement, dated ~~March~~, 2014 (the "Settlement Agreement"), is made and entered into by and among defendant Société Air France ("AIR FRANCE") and Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harely Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow and James Kawaguchi ("Plaintiffs"), individually and as representatives of the class of similarly situated plaintiffs as more specifically defined below, in the MDL class action In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of California, San Francisco Division.

WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that AIR FRANCE participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which AIR FRANCE and other defendants ("Defendants") agreed to fix, raise, maintain, and/or stabilize prices for air passenger travel, including associated surcharges, for international flights involving at least one flight segment between the United States and Asia/Oceania.

WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts and the law, and after carefully considering the circumstances of claims made by Plaintiffs and the Class, and the possible legal and factual defenses thereto, that it is in the best interests of Plaintiffs and the Settlement Class to enter into this Settlement Agreement with AIR FRANCE to avoid the uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class.

WHEREAS, AIR FRANCE has concluded, despite its belief that it has good defenses with respect to Plaintiffs' claims, that it is in its best interests to enter into this Settlement Agreement to avoid the uncertainties, risks and costs of litigation.

WHEREAS, Plaintiffs and AIR FRANCE agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against AIR FRANCE or any of its alleged co-conspirators or evidence of the truth of any of Plaintiffs' allegations;

WHEREAS, Interim Class Counsel and AIR FRANCE have engaged in arm's-length settlement negotiations and have reached this Settlement Agreement, which embodies all of the terms and conditions of the Settlement between Plaintiffs and AIR FRANCE, subject to approval of the Court.

NOW, THEREFORE, in consideration of the promises, mutual promises, covenants, agreements and releases set forth herein and for other good and valuable consideration, and incorporating the above recitals herein, it is agreed by the undersigned, on behalf of AIR FRANCE, Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the Settlement Class that have been or could be asserted in the Actions be settled, compromised and dismissed on the merits and with prejudice as to AIR FRANCE and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class or AIR FRANCE, subject to court approval, on the following terms and conditions:

1. Definitions

1.1. "Actions" means the class action captioned In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of

California, San Francisco Division, and all actions relating to the claims alleged in “Plaintiffs’ First Amended Consolidated Class Action Complaint” filed in that litigation that were originally filed in the United States District Court for the Northern District of California, those that have been or are subsequently filed in or transferred for coordinated pretrial proceedings to such court by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913, and all actions that are otherwise based on the conduct alleged in the above-captioned litigation.

1.2. “Court” means the United States District Court for the Northern District of California.

1.3. “Effective Date” means the earliest date on which all of the events and conditions specified in paragraph 8 herein have occurred or have been met.

1.4. “Judgment” means a final order of judgment, dismissal, and approval of the Settlement, to be rendered by the Court substantially in the form of Attachment A.

1.5. “Parties” means Plaintiffs, Settlement Class Members, and AIR FRANCE.

1.6. “Defendants” means Air France, Air New Zealand, All Nippon Airways Company, Limited, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc., EVA Airways Corporation, Japan Airlines International Company, Ltd. (“JAL”); KLM Royal Dutch Airlines (“KLM”), Malaysian Airline System Berhad, Philippine Airlines, Inc., Qantas Airways Limited, SAS AB, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines.

1.7. “Person” means an individual or an entity.

1.8. “Plaintiffs” means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harely Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow and

James Kawaguchi, and any other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

1.9. "Preliminary Approval Order" means an order preliminarily approving the Settlement, to be rendered by the Court.

1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise, damages, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys' fees, that the Releasing Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against the Released Parties or any of them, whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, or claims that have been, could have been, or in the future might have in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date, concerning the pricing of one-way and round-trip passenger air transportation between the United States and Asia/Oceania (but only to the extent such transportation originated in the United States) by AIR FRANCE or Defendants or their alleged co-conspirators, including, without limitation, pricing of fares or fuel surcharges or any other element of, component of, or surcharge upon such pricing, or with respect to the facts, occurrences, transactions or other matters that were alleged or could have been alleged in the

First Amended Consolidated Class Action Complaint in the above-captioned matter or in the complaints in any of the Actions.

1.11. "Released Parties" means, jointly and severally, individually and collectively: AIR FRANCE, its present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the other Released Parties.

1.12. "Releasing Parties" means, jointly and severally, and individually and collectively: Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement Class in the manner directed by the Court in its order preliminarily approving this Settlement, their present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy, LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650, Washington, DC 20006.

1.14. "Settlement Class Members" means, collectively, all members of the Settlement Class as defined in paragraph 3.1 herein.

1.15. "Settlement Fund" shall mean those monies representing the consideration to be paid by AIR FRANCE pursuant to paragraph 11.1 of this Agreement and any interest or earnings relating to such consideration as provided for herein.

2. Cooperation and Effectuation of this Agreement

Plaintiffs and AIR FRANCE shall use all reasonable efforts to effectuate this Agreement, including cooperating in Plaintiffs' efforts to obtain the Court's approval of procedures (including the giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure) and to secure certification of the Settlement Class for settlement purposes only and the prompt, complete, and final dismissal with prejudice of the Actions as to AIR FRANCE. Prior to the filing of any motions or other papers in connection with the Settlement, including without limitation, the motions for preliminary approval of the Settlement (as contemplated in paragraph 4.1 of this Agreement) and for final approval of the Settlement (as contemplated in paragraph 7.1 of this Agreement), Plaintiffs shall consult with AIR FRANCE.

3. Class Certification

In connection with Plaintiffs' motion for preliminary approval of the Settlement, pursuant to paragraph 4.1 herein, Plaintiffs shall seek certification of the following Settlement Class:

Settlement Class: All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also

excluded from the class are governmental entities, Defendants, former defendants in the Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and immediate families.

4. Motion for Preliminary Approval

4.1. Plaintiffs, with the cooperation of AIR FRANCE, shall file with the Court a motion requesting entry of a Preliminary Approval Order, *inter alia*:

- (a) preliminarily approving the Settlement;
- (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel for an award of attorneys' fees and payment of costs and expenses;
- (c) certifying the Settlement Class for settlement purposes only, and finding that each element for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure is met;
- (d) approving the Parties' proposed methods for giving notice of the Settlement and the Fairness Hearing to Settlement Class Members;
- (e) approving the Parties' proposed forms of notice;
- (f) setting the date by which any Settlement Class Member who seeks exclusion from a Settlement Class must submit a Request for Exclusion, which shall, subject to the Court's approval, be a date no earlier than forty-five (45) days

after notice is given to Settlement Class Members, and no later than fourteen (14) days prior to the Fairness Hearing;

(g) setting the date by which any Settlement Class Member may serve written objections to the Settlement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and

(h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement, by any Releasing Party.

4.2. Plaintiffs shall seek, and AIR FRANCE shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

5. Notice to Settlement Class Members

5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to Settlement Class Members for whom AIR FRANCE currently has email or physical addresses, such Settlement Class Members having been determined by the Parties to be those whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. In addition, in order to provide notice of the settlement to those Settlement Class Members who do not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23. Plaintiffs shall develop, with the cooperation of AIR FRANCE, the details of the publication notice program. Plaintiffs shall submit an agreed

publication notice program to the Court or, in the absence of agreement upon the publication notice program, Plaintiffs shall submit their proposed publication notice program to the Court and AIR FRANCE shall submit any objections within 10 days thereafter.

5.2. If any other settlement class is certified by the Court in these Actions, the parties to this Settlement Agreement agree that the notice program to be implemented pursuant to this Settlement Agreement may be combined with notice of such other settlement class(es) as may be certified by the Court.

5.3. The costs and expenses associated with providing notice of the settlement to members of the Settlement Class pursuant to the Court-approved notification plan shall be paid from the Settlement Fund, and AIR FRANCE shall have no further obligation to pay for the costs and expenses of providing notice of the Settlement to members of the Settlement Class.

6. Requests for Exclusion

6.1. Any Person that wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion"). Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement Class, shall have no rights with respect to this Settlement Agreement, and shall receive no benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

6.2. Settlement Class Counsel shall forward each Request for Exclusion to AIR FRANCE's counsel within three (3) business days of receipt.

7. Fairness Hearing

7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment *inter alia*:

- (a) finally approving the Settlement and its terms as being fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation according to its terms;
- (b) determining that the notices to Settlement Class Members constituted, under the circumstances, the best practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- (c) directing that, as to AIR FRANCE, the Actions be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;
- (d) permanently barring and enjoining the institution, commencement, or prosecution, by any of the Releasing Parties, of any action asserting any Released Claim against any Released Party, in any local, state, federal, or other court of any nation, or in any agency or other authority or arbitral or other forum wherever located;
- (e) providing that any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement shall be deemed to have waived any objections to the settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;

- (f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and
- (g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to AIR FRANCE shall be final and entered forthwith.

7.2. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person or through counsel, at their own expense, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. However, no such Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents shall be received and considered by the Court unless such Settlement Class Member properly submits a written objection that includes (a) notice of their intention to appear, (b) proof of membership in the Settlement Class, and (c) the specific grounds for the objection. Such a written objection must be filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and AIR FRANCE's counsel, postmarked no later than fourteen (14) days prior to the date of the Fairness Hearing. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement and this Settlement Agreement and will forever be barred from making any such objections to the Settlement or this Settlement Agreement.

8. Effective Date of Agreement

This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met (the "Effective Date");

(a) the Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against AIR FRANCE with prejudice as to all Settlement Class Members, and without costs except as specified herein; and

(b) the time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

9. Release and Covenant not to Sue

9.1. Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, shall have covenanted not to sue any of the Released Parties with respect to any such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against any of the Released Parties.

9.2. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of

the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the Actions), each of which provides that "[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," and of any similar provision, statute, regulation, rule, or principle of law or equity of any other state or territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those that any of them or their counsel now knows or believes to be true with respect the subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery of existence of such different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

9.3. Upon the Effective Date, and as part of the Judgment, AIR FRANCE will waive any claim for indemnity or contribution, however denominated, against any of the Defendants in the Actions other than AIR FRANCE, arising out of or related to the claims or allegations asserted by Plaintiffs in the Actions, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States, or elsewhere, and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

10. Reservation of Settlement Class Members' Rights

All rights of any Settlement Class Member against any co-conspirator or any other Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement Class Members. The sales of passenger air transportation by AIR FRANCE shall, to the extent permitted and/or authorized by U.S. law, remain in the case against any other future defendants in the Actions as a potential basis for damage claims and shall be part of any joint and several liability claims against future defendants in the Actions or other persons or entities other than the Released Parties.

11. Settlement Consideration

11.1. The total monetary amount payable by AIR FRANCE (comprising class damages, costs of class notice and administration, and attorneys' fees and costs) in settlement of all claims relating to the Actions, whether purchased in the United States or outside the United States, is U.S.D. \$867,000.00. Within ten (10) business days after the execution of this Agreement, AIR FRANCE will deposit the sum identified in paragraph 11.1 into an escrow account (the "Escrow Account") established by Plaintiffs. The deposited sum shall be held in the Escrow Account

until there is an order from the District Court concerning distribution or use of the sum identified in paragraph 11.1, The Escrow Account will be established at a bank located within the Northern District of California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and AIR FRANCE, such escrow to be administered under the Court's continuing supervision and control.

11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

11.3. All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

11.4. Plaintiffs and AIR FRANCE intend for the Settlement Fund to be treated as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.4) shall be consistent with paragraph 11.6 and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon AIR FRANCE or any other Released Party with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of paragraphs 11.6 through 11.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraph 11.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

11.7. Neither AIR FRANCE nor any other Released Party nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds

necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)). Neither AIR FRANCE nor any other Released Party is responsible nor shall they have any liability therefor. Plaintiff and AIR FRANCE agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 11.3 through 11.-9.

11.8. If this Agreement does not receive final Court approval, or if the Actions are not certified as a class action for settlement purposes, or if this Agreement is terminated or voided for any reason, then all amounts paid by AIR FRANCE into the Settlement Fund (other than costs that may already have reasonably been incurred or expended in accordance with paragraphs 5.3 and 11) shall be promptly returned to AIR FRANCE from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

11.9. If, after all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed pro-rata to the Settlement Class, or in Settlement Class Counsel's reasonable judgment, be made the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with governing standards in the Ninth Circuit.

12. Administration of the Settlement

The costs and expenses of administration of the settlement pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s) shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the administration of this Settlement shall be coordinated with the administration of other aspects of

these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs and any other settling defendant(s) and/or the administration of any recovery obtained on behalf of the class by summary judgment or trial.

13. Withdrawal From or Modification of the Settlement

If the Court declines to approve this Settlement Agreement or any material part hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review, such Judgment is not affirmed or is materially modified, then AIR FRANCE and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement Agreement), the Settlement Agreement does not receive final Court approval, then the certification of the Settlement Class shall become null and void without further Court action, and shall not be used or referred to for any further purpose in the Action or in any other action or proceeding, and shall not prejudice any party in arguing for or against contested class certification in this Action or in any other proceeding.

14. Cooperation

14.1. AIR FRANCE agrees to perform the following acts following execution of this Agreement:

- (a) AIR FRANCE will search for and produce relevant documents, following the application of a set of search terms to be agreed upon by Settlement Class Counsel and counsel for AIR FRANCE, from the files of up to three (3) current AIR FRANCE employees, to be agreed upon by Settlement Class Counsel and counsel for AIR FRANCE. AIR FRANCE shall also produce to Plaintiffs transactional data, to the extent

reasonably available or as otherwise agreed, for one-way or roundtrip travel originating in the United States to Papeete, French Polynesia for the period from January 1, 2005 to August 6, 2009;

(b) providing assistance reasonably necessary to establish the admissibility of all documents it has produced, including, as reasonably necessary, producing at trial in person, by deposition or by affidavit, whichever is legally required, representatives to testify as to the genuineness, status as business records, and authenticity of documents;

(c) meeting and conferring on making available no more than two (2) employees as declarant(s) with knowledge concerning the factual matters asserted by any Defendant(s) seeking summary judgment and with the ability to authenticate documents relevant to the motion(s) for summary judgment. This paragraph is not intended to create any obligation on the part of AIR FRANCE if AIR FRANCE lacks knowledge concerning the factual basis of the Defendants' motion for summary judgment;

(d) making AIR FRANCE'S lead counsel available for up to a total of three (3) meetings for reasonable consultation, including but not limited to consultation regarding the involvement of other airlines in the alleged conspiracy, the interpretation of documents, and about the airline industry in general;

(e) making available, upon reasonable notice and at mutually agreed dates and locations, for interview and/or testimony (by deposition, declaration, or at trial) at a location or locations of AIR FRANCE'S choice (except for testimony at hearings or trial, which shall be at the United States Courthouse of the United States District Court for the Northern District of California), up to three (3) current and/or former AIR FRANCE employee witnesses, to be agreed upon by Settlement Class Counsel and counsel for AIR

FRANCE, to provide information about Plaintiffs' substantive allegations, it being understood that as to any former employee AIR FRANCE's obligation under this clause is to use reasonable efforts to make such former employee available. Upon request of the witness, Plaintiffs shall provide a translator for interviews, depositions and/or trial testimony at Plaintiffs' expense. An interview or deposition for purposes of this paragraph shall last no longer than seven hours, including reasonable breaks and, subject to reasonable limitations, may occur on more than a single day, but not more than two days; and

(f) providing assistance reasonably necessary to notify the class of this Settlement Agreement and the fairness hearing contemplated in Paragraph 7, above.

14.2. All documents and information provided pursuant to paragraph 14.1 shall be confidential and shall be used only in connection with the Actions and only as provided under the terms of the Protective Order. The confidentiality requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class counsel even in the event that the Settlement Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain in effect.

14.3. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by which Plaintiffs and Settlement Class counsel may obtain discovery from AIR FRANCE or its current or former officers, directors, or employees, whether under the Federal Rules of Civil Procedure or the laws or rules of any other jurisdiction.

15. No Admissions

15.1. The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Actions and to compromise claims

that are contested, and it shall not be deemed an admission by any party as to the merits of any claim or defense or any allegation made in the Actions.

15.2. The Parties acknowledge that AIR FRANCE is entering into this Settlement to eliminate the uncertainties, burden, and expense of protracted litigation. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, AIR FRANCE's conduct having violated the laws of any state, country, or other jurisdiction or of having caused any harm to any Person. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Settlement Class Counsel's Attorneys' Fees and Expenses

16.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification

thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. AIR FRANCE shall not take a position with respect to the timing or amount of any application Settlement Class Counsel makes for an award of attorneys' fees and costs out of the Settlement Fund and hereby agrees that Settlement Class Counsel may withdraw from the Settlement Fund any amount awarded by the Court for attorneys' fees and costs five days following the Court's award, subject to an appropriate financial undertaking required by the Court in the event of an appeal of the Court's award of attorneys' fees and expenses.

16.2. AIR FRANCE shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

16.3. Except as otherwise provided herein, Plaintiffs and AIR FRANCE shall each be responsible for bearing their own costs and fees incurred in this Action.

17. Miscellaneous Provisions

17.1. AIR FRANCE expressly represents that it has obtained all required approvals from its management for this Settlement Agreement.

17.2. This Settlement Agreement shall constitute the entire agreement between the Parties pertaining to the Settlement of the Actions against AIR FRANCE and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. The terms of the Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the parties hereto including any Settlement Class Members.

17.3. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and AIR FRANCE, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafters hereof.

17.5. Plaintiffs and AIR FRANCE acknowledge that they have been represented by counsel, and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and AIR FRANCE and their respective counsel agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and AIR FRANCE and

their respective counsel understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

17.6. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California, without regard to its choice of law or conflicts of laws principles.


17.7. AIR FRANCE, Plaintiffs and all Settlement Class Members hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein.

17.8. This Settlement Agreement may be executed in counterparts. Facsimile or pdf signatures shall be considered as valid signatures for purposes of execution of this Settlement Agreement, but original signature pages shall thereafter be collated for filing of this Settlement Agreement with the Court.

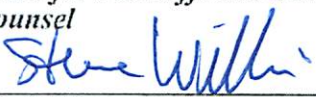
17.9. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first written above.

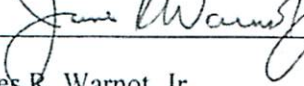
April 15,
Dated: ~~March~~, 2014

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Exhibit 3

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. 3:07-cv-05634-CRB-DMR

MDL No. 1913

Honorable Charles R. Breyer

This Document Relates to:

ALL ACTIONS

**AMENDED SETTLEMENT AGREEMENT
 BETWEEN PLAINTIFFS AND
 VIETNAM AIRLINES COMPANY
 LIMITED**

AMENDED SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
 AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

1 This Settlement Agreement, dated _____, 2014 (the "Settlement Agreement"), is
 2 made and entered into by and among defendant Vietnam Airlines Company Limited ("VN") and
 3 Meor Adlin, Franklin Ajaye, Andrew Barton, Lori Barrett, Rachel Diller, Scott Frederick, David
 4 Kuo, Dickson Leung, Brendan Maloof, David Murphy, and Donald Wortman ("Plaintiffs"),
 5 individually and as representatives of the class of similarly situated plaintiffs as more specifically
 6 defined below, in the MDL class action In re Transpacific Passenger Air Transportation Antitrust
 7 Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R.
 8 Breyer in the United States District Court for the Northern District of California, San Francisco
 9 Division.

10 WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that VN
 11 participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which VN and
 12 other defendants ("Defendants") agreed to fix, raise, maintain, and/or stabilize prices for air
 13 passenger travel, including associated surcharges, for international flights involving at least one
 14 flight segment between the United States and Asia/Oceania.

15 WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts
 16 and the law, and after carefully considering the circumstances of claims made by Plaintiffs and
 17 the Class, and the possible legal and factual defenses thereto, that it is in the best interests of
 18 Plaintiffs and the Settlement Class to enter into this Settlement Agreement with VN to avoid the
 19 uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable,
 20 adequate and in the best interests of the Settlement Class.

21 WHEREAS, VN has concluded, despite its belief that there is no legal or factual basis for
 22 its liability in this matter, and that it has good defenses with respect to Plaintiffs' claims, that it is
 23 in its best interests to enter into this Settlement Agreement to avoid the burden and costs of
 24 litigation.

25 WHEREAS, Plaintiffs and VN agree that neither this Settlement Agreement nor any
 26 statement made in the negotiation thereof shall be deemed or construed to be an admission by or
 27

28 AMENDED SETTLEMENT AGREEMENT BETWEEN
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1 evidence against VN or any of its alleged co-conspirators or evidence of the truth of any of
 2 Plaintiffs' allegations;

3 WHEREAS, Interim Class Counsel and VN have engaged in arm's-length settlement
 4 negotiations and have reached this Settlement Agreement, which embodies all of the terms and
 5 conditions of the Settlement between Plaintiffs and VN, subject to approval of the Court.

6 NOW, THEREFORE, in consideration of the promises, mutual promises, covenants,
 7 agreements and releases set forth herein and for other good and valuable consideration, and
 8 incorporating the above recitals herein, it is agreed by the undersigned, on behalf of VN,
 9 Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the
 10 Settlement Class that have been or could be asserted in the Actions be settled, compromised and
 11 dismissed on the merits and with prejudice as to VN and, except as hereinafter provided, without
 12 costs as to Plaintiffs, the Settlement Class or VN, subject to court approval, on the following
 13 terms and conditions:

14 **1. Definitions**

15 1.1. "Actions" means the class action captioned In re Transpacific Passenger Air
 16 Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before
 17 the Honorable Charles R. Breyer in the United States District Court for the Northern District of
 18 California, San Francisco Division, and all actions relating to the claims alleged in "Plaintiffs'
 19 First Amended Consolidated Class Action Complaint" filed in that litigation that were originally
 20 filed in the United States District Court for the Northern District of California, those that have
 21 been or are subsequently filed in or transferred for coordinated pretrial proceedings to such court
 22 by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913, and all actions that are
 23 otherwise based on the conduct alleged in the above-captioned litigation.

24 1.2. "Court" means the United States District Court for the Northern District of
 25 California.

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1.3. "Effective Date" means the earliest date on which all of the events and conditions specified in paragraph 8 herein have occurred or have been met.

1.4. "Judgment" means a final order of judgment, dismissal, and approval of the Settlement, to be rendered by the Court.

1.5. "Parties" means Plaintiffs, Settlement Class Members, and VN.

1.6. "Defendants" means Air France, Air New Zealand, All Nippon Airways Company, Limited, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc., EVA Airways Corporation, Japan Airlines International Company, Ltd. ("JAL"); Malaysian Airline System Berhad, Philippine Airlines, Inc., Qantas Airways Limited, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines Company Limited.

1.7. "Person" means an individual or an entity.

1.8. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Lori Barrett, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, David Murphy, and Donald Wortman, and any other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

1.9. "Preliminary Approval Order" means an order preliminarily approving the Settlement, to be rendered by the Court.

1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise, damages, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys' fees, that the Releasing Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against the Released Parties or any of them, whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory,

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1 and regardless of the type or amount of relief or damages claimed, or claims that have been, could
 2 have been, or in the future might have in law or in equity, on account of, arising out of, resulting
 3 from, or in any way related to any conduct regardless of where it occurred at any time prior to the
 4 Effective Date, concerning the pricing of one-way and round-trip passenger air transportation
 5 between the United States and Asia/Oceania (but only to the extent such transportation originated
 6 in the United States) by VN or Defendants or their alleged co-conspirators, including, without
 7 limitation, pricing of fares or fuel surcharges or any other element of, component of, or surcharge
 8 upon such pricing, or with respect to the facts, occurrences, transactions or other matters that
 9 were alleged or could have been alleged in the First Amended Consolidated Class Action
 10 Complaint in the above-captioned matter or in the complaints in any of the Actions.

11 1.11. "Released Parties" means, jointly and severally, individually and collectively: VN,
 12 its present and former parents, subsidiaries, divisions and affiliates, each of their respective past
 13 and present officers, directors, employees and agents, attorneys, representatives and the
 14 predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
 15 As used in this definition, "affiliates" means entities controlling, controlled by or under common
 16 control with any of the other Released Parties.

17 1.12. "Releasing Parties" means, jointly and severally, and individually and collectively:
 18 Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement
 19 Class in the manner directed by the Court in its order preliminarily approving this Settlement,
 20 their present and former parents, subsidiaries, divisions and affiliates, each of their respective past
 21 and present officers, directors, employees and agents, attorneys, representatives and the
 22 predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

23 1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy,
 24 LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and
 25 Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650,
 26 Washington, DC 20006.

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1 1.14. "Settlement Class Members" means, collectively, all members of the Settlement
2 Class as defined in paragraph 3.1 herein.

3 1.15. "Settlement Fund" shall mean those monies representing the consideration to be
4 paid by VN pursuant to paragraph 11.1 of this Agreement and any interest or earnings relating to
5 such consideration as provided for herein.

6 2. Cooperation and Effectuation of this Agreement

7 Plaintiffs and VN shall use all reasonable efforts to effectuate this Agreement, including
8 cooperating in Plaintiffs' efforts to obtain the Court's approval of procedures (including the
9 giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure) and to
10 secure certification of the Settlement Class for settlement purposes only and the prompt,
11 complete, and final dismissal with prejudice of the Actions as to VN. At least 5 court days prior
12 to the filing of any motions or other papers in connection with the Settlement, including without
13 limitation, the motions for preliminary approval of the Settlement (as contemplated in paragraph
14 4.1 of this Agreement) and for final approval of the Settlement (as contemplated in paragraph 7.1
15 of this Agreement), Plaintiffs will send these papers to VN.

16 3. Class Certification

17 In connection with Plaintiffs' motion for preliminary approval of the Settlement,
18 pursuant to paragraph 4.1 herein, Plaintiffs shall seek certification of the following Settlement
19 Class:

20 Settlement Class: All persons and entities that purchased passenger air transportation that
21 included at least one flight segment between the United States and Asia or Oceania from
22 Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at
23 any time between January 1, 2000 and the Effective Date. Excluded from the class are
24 purchases of passenger air transportation between the United States and the Republic of
25 South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also
26 excluded from the class are governmental entities, Defendants, former defendants in the
27

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1 Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors,
2 employees and immediate families.

3 **4. Motion for Preliminary Approval**

4 4.1. Plaintiffs, with the cooperation of VN, shall file with the Court a motion
5 requesting entry of a Preliminary Approval Order, *inter alia*:

6 (a) preliminarily approving the Settlement;

7 (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the
8 Settlement should be approved as fair, reasonable, and adequate to Settlement
9 Class Members, and whether the Judgment should be entered dismissing the
10 claims of Plaintiffs and all Settlement Class Members on the merits and with
11 prejudice; and (ii) whether to approve any application by Settlement Class Counsel
12 for an award of attorneys' fees and payment of costs and expenses;

13 (c) certifying the Settlement Class for settlement purposes only, and finding
14 that each element for certification of the Settlement Class pursuant to Rule 23 of
15 the Federal Rules of Civil Procedure is met;

16 (d) approving the Parties' proposed methods for giving notice of the
17 Settlement and the Fairness Hearing to Settlement Class Members;

18 (e) approving the Parties' proposed forms of notice;

19 (f) setting the date by which any Settlement Class Member who seeks
20 exclusion from a Settlement Class must submit a Request for Exclusion, which
21 shall, subject to the Court's approval, be a date no earlier than forty-five (45) days
22 after notice is given to Settlement Class Members, and no later than fourteen (14)
23 days prior to the Fairness Hearing;

24 (g) setting the date by which any Settlement Class Member may serve written
25 objections to the Settlement or to any application by Settlement Class Counsel for
26

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1 attorneys' fees and expenses, which shall, subject to the Court's approval, be
2 fourteen (14) days prior to the Fairness Hearing; and

3 (h) enjoining initiation, commencement, or prosecution of any action or claim
4 that is subject to the release and dismissal contemplated by this Settlement, by any
5 Releasing Party.

6 4.2. Plaintiffs shall seek, and VN shall support, certification solely for purposes of this
7 Settlement of the Settlement Class as defined herein, and appointment of Settlement Class
8 Counsel as lead counsel for purposes of this Settlement Agreement.

9 **5. Notice to Settlement Class Members**

10 5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and
11 due process, individual notice shall be given to Settlement Class Members for whom VN
12 currently has email or physical addresses, such Settlement Class Members having been
13 determined by the Parties to be those whom the Parties can identify with reasonable effort, in
14 accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. In
15 addition, in order to provide notice of the settlement to those Settlement Class Members who do
16 not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by
17 publication in such manner and scope as is reasonable, and consistent with the requirements of
18 Federal Rule of Civil Procedure 23. Plaintiffs shall develop, with the cooperation of VN, the
19 details of the publication notice program. Plaintiffs shall submit an agreed publication notice
20 program to the Court or, in the absence of agreement upon the publication notice program,
21 Plaintiffs shall submit their proposed publication notice program to the Court and VN shall
22 submit any objections within 10 days thereafter.

23 5.2. If any other settlement class is certified by the Court in these Actions, the parties
24 to this Settlement Agreement agree that the notice program to be implemented pursuant to this
25 Settlement Agreement may be combined with notice of such other settlement class(es) as may be
26 certified by the Court.

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5.3. The costs and expenses associated with providing notice of the settlement to members of the Settlement Class pursuant to the Court-approved notification plan shall be paid from the Settlement Fund, and VN shall have no further obligation to pay for the costs and expenses of providing notice of the Settlement to members of the Settlement Class. In the event that the settlement is not approved, VN shall not be entitled to any sums spent or owing for purposes of the notice program as approved by the Court.

6. Requests for Exclusion

6.1. Any Person that wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion"). Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement Class, shall have no rights with respect to this Settlement Agreement, and shall receive no benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

6.2. Settlement Class Counsel shall forward a list of all Requests for Exclusion to VN's counsel within three (3) business days of the expiration of the time for requesting exclusion from the Class.

7. Fairness Hearing

7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment *inter alia*:

- (a) finally approving the Settlement and its terms as being fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation according to its terms;
- (b) determining that the notices to Settlement Class Members constituted, under the circumstances, the best practicable notice of this Settlement Agreement

1 and the Fairness Hearing, and constituted due and sufficient notice for all other
2 purposes to all Persons entitled to receive notice;

3 (c) directing that, as to VN, the Actions be dismissed with prejudice and,
4 except as provided for in this Settlement Agreement, without costs;

5 (d) permanently barring and enjoining the institution, commencement, or
6 prosecution, by any of the Releasing Parties, of any action asserting any Released
7 Claim against any Released Party, in any local, state, federal, or other court of any
8 nation, or in any agency or other authority or arbitral or other forum wherever
9 located;

10 (e) providing that any Settlement Class Member who fails to object in the
11 manner prescribed in the Settlement Agreement shall be deemed to have waived
12 any objections to the settlement and the Settlement Agreement and will forever be
13 barred from making any such objections to the Settlement or the Settlement
14 Agreement;

15 (f) retaining exclusive jurisdiction over the settlement and this Settlement
16 Agreement, including the administration and consummation of the settlement; and

17 (g) determining under Federal Rule of Civil Procedure 54(b) that there is no
18 just reason for delay and directing that the judgment of dismissal as to VN shall be
19 final and entered forthwith.

20 7.2. Any Settlement Class Member who has not requested exclusion from the
21 Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person
22 or through counsel, at their own expense, to present any evidence or argument with respect to the
23 settlement, to the extent permitted by the Court. Written objections must be filed with the Court
24 no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to
25 Settlement Class Counsel and VN's counsel, postmarked no later than fourteen (14) days prior to
26 the date of the Fairness Hearing. Any Settlement Class Member who fails to object in the manner
27

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prescribed herein shall be deemed to have waived any objections to the Settlement and this Settlement Agreement and will forever be barred from making any such objections to the Settlement or this Settlement Agreement.

8. Effective Date of Agreement

This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met (the "Effective Date"):

(a) the Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against VN with prejudice as to all Settlement Class Members, and without costs except as specified herein; and

(b) the time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

9. Release and Covenant not to Sue

9.1. Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, shall have covenanted not to sue any of the Released Parties with respect to any such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against any of the Released Parties.

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1 9.2. With respect to any and all Released Claims, the Parties stipulate and agree that,
2 upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of
3 the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall
4 have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and
5 South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the
6 Actions), each of which provides that “[a] general release does not extend to claims which the
7 creditor does not know or suspect to exist in his favor at the time of executing the release, which
8 if known by him must have materially affected his settlement with the debtor,” and of any
9 similar provision, statute, regulation, rule, or principle of law or equity of any other state or
10 territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing
11 Parties expressly acknowledge that they may hereafter discover facts in addition to or different
12 from those that any of them or their counsel now knows or believes to be true with respect the
13 subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff
14 shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to
15 have, and by operation of the Judgment shall have, fully, finally, and forever settled and released
16 any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
17 contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon
18 any theory of law or equity now existing or coming into existence in the future, including, but
19 not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach
20 of any duty, law, or rule, without regard to the subsequent discovery of existence of such
21 different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed
22 to have acknowledged, and by operation of the Judgment shall have acknowledged, that the
23 foregoing waiver was separately bargained for and a key element of the Settlement of which this
24 release is a part.

25 9.3. Upon the Effective Date, and as part of the Judgment, VN will waive any claim for
26 indemnity or contribution, however denominated, against any of the Defendants in the Actions
27

28 AMENDED SETTLEMENT AGREEMENT BETWEEN
PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

1 other than VN, arising out of or related to the claims or allegations asserted by Plaintiffs in the
2 Actions, whether arising under state, federal, or foreign law as claims, cross-claims,
3 counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any
4 federal or state court, or in any other court, arbitration proceeding, administrative agency, or other
5 forum in the United States, or elsewhere, and all such claims shall be deemed extinguished,
6 discharged, satisfied and unenforceable.

7 **10. Reservation of Settlement Class Members' Rights**

8 All rights of any Settlement Class Member against any co-conspirator or any other
9 Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement
10 Class Members. Sales of passenger air transportation by VN shall to the extent permitted and/or
11 authorized by U.S. law, remain in the case against any other future defendants in the Actions as a
12 potential basis for damage claims and shall be part of any joint and several liability claims against
13 future defendants in the Actions or other persons or entities other than the Released Parties, to the
14 extent permitted and/or authorized by U.S. law.

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11. Settlement Consideration

11.1. The total monetary amount payable by VN (comprising payment to the class, costs of class notice and administration, and attorneys' fees and costs) in settlement of all claims relating to the Actions, whether purchased in the United States or outside the United States, is U.S.D. \$735,000.00. Within sixty (60) calendar days after the execution of this Agreement, VN will deposit the sum identified in paragraph 11.1 into an escrow account (the "Escrow Account") established by Plaintiffs. The deposited sum shall be held in the Escrow Account until there is an order from the District Court concerning distribution or use of the sum identified in paragraph 11.1. The Escrow Account will be established at a bank located within the Northern District of California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and VN, such escrow to be administered under the Court's continuing supervision and control.

11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

11.3. All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

11.4. Plaintiffs and VN intend for the Settlement Fund to be treated as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg.

1 1.468B-I) back to the earliest permitted date. Such elections shall be made in compliance with
 2 the procedures and requirements contained in such regulations. It shall be the responsibility of
 3 the Escrow Agent to timely and properly prepare and deliver the necessary documentation for
 4 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5 11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and
 6 the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The
 7 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
 8 advisable with respect to the Settlement Fund (including without limitation the returns described
 9 in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.
 10 4) shall be consistent with paragraph 11. 6 and in all events shall reflect that all Taxes, as defined
 11 below (including any estimated Taxes, interest or penalties), on the income earned by the
 12 Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

13 11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with
 14 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that
 15 may be imposed upon VN or any other Released Party with respect to any income earned by the
 16 Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified
 17 settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs
 18 incurred in connection with the operation and implementation of paragraphs 11. 6 through 11. 8
 19 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
 20 distribution costs and expenses relating to filing (or failing to file) the returns described in
 21 paragraph 11.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

22 11.7. Neither VN nor any other Released Party nor their respective counsel shall have
 23 any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax
 24 Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund
 25 and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement
 26 Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to
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 PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

1 withhold from distribution to any claimants authorized by the Court any funds necessary to pay
 2 such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses
 3 (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)).
 4 Neither VN nor any other Released Party is responsible nor shall they have any liability therefor.
 5 Plaintiff and VN agree to cooperate with the Escrow Agent, each other, and their tax attorneys
 6 and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 11.3
 7 through 11.10.

8 11.8. If this Agreement does not receive final Court approval, or if the Actions are not
 9 certified as a class action for settlement purposes, or if this Agreement is terminated or voided for
 10 any reason, then all amounts paid by VN into the Settlement Fund (other than costs that may
 11 already have reasonably been incurred or expended in accordance with paragraphs 5.3 and 11)
 12 shall be returned to VN from the Escrow Account by the Escrow Agent, along with any interest
 13 accrued thereon, within ten (10) business days after such order becomes final and non-appealable

14 11.9. Following final approval of this Agreement by the Court, Class Counsel may use,
 15 subject to prior approval of the Court, up to \$500,000 of the Settlement Fund for expenses
 16 incurred for prosecution of the Action on behalf of the Class against non settling defendants.

17 11.10. If, after all costs (including notice costs), attorneys' fees, and any other expenses
 18 have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed
 19 pro-rata to the Settlement Class, or in Settlement Class Counsel's reasonable judgment, be made
 20 the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with
 21 governing standards in the Ninth Circuit.

22 **12. Administration of the Settlement**

23 The costs and expenses of administration of the settlement pursuant to the terms of this
 24 Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s)
 25 shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to
 26 Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the
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28 AMENDED SETTLEMENT AGREEMENT BETWEEN
 PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

1 administration of this Settlement shall be coordinated with the administration of other aspects of
 2 these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs
 3 and any other settling defendant(s) and/or the administration of any recovery obtained on behalf
 4 of the class by summary judgment or trial.

5 **13. Withdrawal From or Modification of the Settlement**

6 If the Court declines to approve this Settlement Agreement or any material part hereof, or
 7 if such approval is materially modified or set aside on appeal, or if the Court does not enter the
 8 Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review,
 9 such Judgment is not affirmed or is materially modified, then VN and Plaintiffs shall each, in
 10 their respective sole discretion, have the option to rescind this Settlement Agreement in its
 11 entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement
 12 Agreement), the Settlement Agreement does not receive final Court approval, then the
 13 certification of the Settlement Class shall become null and void without further Court action, and
 14 shall not be used or referred to for any further purpose in the Action or in any other action or
 15 proceeding, and shall not prejudice any party in arguing for or against contested class certification
 16 in this Action or in any other proceeding.

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 20 **14. Cooperation**

21 14.1. VN agrees to perform the following acts following execution of this Agreement:

- 22 (a) VN will search for and produce relevant documents, following the application of a set
 23 of search terms to be agreed upon by Settlement Class Counsel and counsel for
 24 Vietnam, from the files of up to five (5) current VN employees, to be agreed upon by
 25 Settlement Class Counsel and counsel for VN. VN shall also respond in good faith to
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 28 AMENDED SETTLEMENT AGREEMENT BETWEEN
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1 questions posed by Settlement Class Counsel concerning the transactional data
2 previously produced by VN.

3 (b) Providing assistance reasonably necessary to establish the admissibility of all
4 documents it has produced, including, as reasonably necessary, producing at trial in
5 person, by deposition or by affidavit, whichever is legally required, representatives to
6 testify as to the genuineness, status as business records, and authenticity of documents.

7 (c) Making available no more than two (2) employees as declarant(s) and/or deponents
8 with knowledge of the factual matters asserted by any Defendant(s) seeking summary
9 disposition of these Actions before trial and with the ability to authenticate documents
10 relevant to the motion(s) for summary disposition. This paragraph is not intended to
11 create any obligation on the part of VN if VN lacks knowledge concerning the factual
12 basis of the Defendants' motion(s).

13 (d) Making VN's lead counsel available for up to a total of three (3) meetings for
14 reasonable consultation, including but not limited to consultation regarding the
15 involvement of other airlines in the alleged conspiracy, the interpretation of
16 documents, and about the airline industry in general. A meeting for the purposes of
17 this paragraph shall last no longer than four hours.

18 (e) Making available, upon reasonable notice and at mutually agreed dates and locations,
19 for interview at a location or locations of VN's choice up to five (5) current and/or
20 former VN's employee witnesses, to be agreed upon by Settlement Class Counsel and
21 counsel for VN, to provide information about Plaintiffs' substantive allegations, it
22 being understood that as to any former employee VN's obligation under this clause is
23 to use reasonable efforts to make such former employee available. Upon request of
24 the witness, Plaintiffs shall provide a translator for interviews at Plaintiffs' expense. A
25 meeting for the purposes of this paragraph shall last no longer than four hours. In the
26 event that Plaintiffs believe more time is necessary for any interview conducted
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pursuant to this paragraph, they may request additional time from VN and VN shall consider such request in good faith.

(f) Providing assistance reasonably necessary to notify the class of this Settlement Agreement and the fairness hearing contemplated in Paragraph 7, above.

14.2. All documents and information provided pursuant to paragraph 14.1 shall be confidential and shall be used only in connection with the Actions and only as provided under the terms of the Protective Order. The confidentiality requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class counsel even in the event that the Settlement Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain in effect.

14.3. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by which Plaintiffs and Settlement Class counsel may obtain discovery from VN or its current or former officers, directors, or employees, whether under the Federal Rules of Civil Procedure or the laws or rules of any other jurisdiction.

15. No Admissions

15.1. The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Actions and to compromise claims that are contested, and it shall not be deemed an admission by any party as to the merits of any claim or defense or any allegation made in the Actions.

15.2. The Parties acknowledge that VN is entering into this Settlement to eliminate the burden and expense of protracted litigation. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, VN's conduct having violated the laws of any state, country, or other jurisdiction or of having caused any harm to any Person. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in

1 furtherance of the Settlement or this Settlement Agreement, shall be admissible in any
 2 proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and
 3 except that the Released Parties may file this Settlement Agreement or the Judgment in any
 4 action for any purpose, including, but not limited to, in support of a defense or counterclaim
 5 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment
 6 bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
 7 counterclaim.

8 **16. Settlement Class Counsel's Attorneys' Fees and Expenses**

9 16.1. The procedure for, and the allowance or disallowance by the Court of, any
 10 application by Settlement Class Counsel for attorneys' fees and expenses are not part of the
 11 Settlement, and are to be considered by the Court separately from the Court's consideration of the
 12 fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any
 13 application for, or approval of, attorneys' fees and expenses, the pendency of any such
 14 application, or any appeal or review of an order relating thereto or reversal or modification
 15 thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the
 16 finality of the Judgment. VN agrees that Settlement Class Counsel may withdraw from the
 17 Settlement Fund any amount awarded by the Court for attorneys' fees and costs five days
 18 following the Court's award, subject to an appropriate financial undertaking required by the Court
 19 in the event of an appeal of the Court's award of attorneys' fees and expenses.

20 16.2. VN shall have no responsibility for, and no liability whatsoever with respect to, the
 21 division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or
 22 dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel
 23 this Settlement Agreement, or affect or delay the finality of the Judgment.

24 16.3. Except as otherwise provided herein, Plaintiffs and VN shall each be responsible
 25 for bearing their own costs and fees incurred in this Action.

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 PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

17. Miscellaneous Provisions

17.1. VN expressly represents that it has obtained all required approvals from its management for this Settlement Agreement.

17.2. This Settlement Agreement shall constitute the entire agreement between the Parties pertaining to the Settlement of the Actions against VN and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. The terms of the Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the parties hereto including any Settlement Class Members.

17.3. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and VN, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafters hereof.

17.5. Plaintiffs and VN acknowledge that they have been represented by counsel, and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and VN and their respective counsel agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and VN and their respective counsel understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree

AMENDED SETTLEMENT AGREEMENT BETWEEN
PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

1 that the Settlement Agreement shall be effective in all respects and shall not be subject to
2 termination, modification, or rescission by reason of any such difference in facts.

3 17.6. All terms of this Settlement Agreement shall be governed by and interpreted
4 according to the substantive laws of the State of California, without regard to its choice of law or
5 conflicts of laws principles.

6 17.7. VN, Plaintiffs and all Settlement Class Members hereby irrevocably submit to the
7 exclusive jurisdiction of the United States District Court for the Northern District of California
8 for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement
9 or the applicability of this Settlement Agreement, including, without limitation, any suit, action,
10 proceeding or dispute relating to the release provisions herein.

11 17.8. This Settlement Agreement may be executed in counterparts. Facsimile or pdf
12 signatures shall be considered as valid signatures for purposes of execution of this Settlement
13 Agreement, but original signature pages shall thereafter be collated for filing of this Settlement
14 Agreement with the Court.

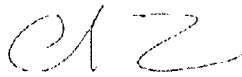
15 17.9. Each of the undersigned attorneys represents that he or she is fully authorized to
16 enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court
17 approval, and the undersigned Settlement Class Counsel represent that they are authorized to
18 execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

19 IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives
20 have agreed to this Settlement Agreement as of the date first written above.

21 Dated: 4/15, 2014
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28 AMENDED SETTLEMENT AGREEMENT BETWEEN
PLAINTIFFS AND VIETNAM AIRLINES COMPANY LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

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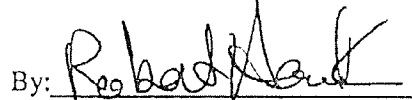
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Exhibit 4

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Civil Case No. 3:07-cv-05634-CRB-DMR

MDL No. 1913

Honorable Charles R. Breyer

This Document Relates to:

All Actions

**SETTLEMENT AGREEMENT BETWEEN
 PLAINTIFFS AND THAI AIRWAYS
 INTERNATIONAL PUBLIC CO., LTD.**

July 9, 2014

1 This Settlement Agreement (the “Settlement Agreement”), dated December __, 2013 (the
2 “Settlement Agreement Execution Date”), is made and entered into by and among defendant Thai
3 Airways International Public Co., Ltd. (“THAI AIRWAYS”) and Meor Adlin, Franklin Ajaye,
4 Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof,
5 Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi, Donald Patricia Lee, Nancy
6 Kajiyama, Della Ewing Chow, and James Kawaguchi (collectively, “Plaintiffs”), both
7 individually and as representatives of a class of similarly situated persons who purchased air
8 passenger transportation to or from the United States from THAI AIRWAYS or any of the other
9 defendants (“Defendants”) in the Action, as defined herein, in the MDL class action In re
10 Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No.
11 1913, currently pending before the Honorable Charles R. Breyer in the United States District
12 Court for the Northern District of California, San Francisco Division.

13 WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that THAI
14 AIRWAYS participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to
15 which THAI AIRWAYS and other Defendants agreed to fix, raise, maintain, and/or stabilize
16 prices for air passenger travel, including associated surcharges, for international passenger air
17 transportation involving at least one flight segment between the United States and
18 Asia/Oceania;

19 WHEREAS, THAI AIRWAYS denies Plaintiffs’ allegations and has asserted a
20 number of defenses to Plaintiffs’ Claims;

21 WHEREAS, Settlement Class Counsel have concluded, after an investigation into the
22 facts and the law, and after carefully considering the circumstances of claims made by Plaintiffs
23 and the Class, and the possible legal and factual defenses thereto, that it is in the best interests of
24 Plaintiffs and the Settlement Class to enter into this Settlement Agreement with THAI
25 AIRWAYS to avoid the uncertainties and risks of litigation, and that the Settlement set forth
26 herein is fair, reasonable, adequate and in the best interests of the Settlement Class;

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1 WHEREAS, THAI AIRWAYS, despite its belief that it has good defenses with respect to
 2 the Claims alleged, has nevertheless agreed to enter into this Settlement Agreement to avoid the
 3 expense, inconvenience, and the distraction of potentially burdensome and protracted litigation;

4 WHEREAS, Plaintiffs and THAI AIRWAYS agree that neither this Settlement
 5 Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be
 6 an admission by or evidence against THAI AIRWAYS or any of its alleged co-conspirators or
 7 evidence of the truth of any of Plaintiffs' allegations; and

8 WHEREAS, Settlement Class Counsel and THAI AIRWAYS have engaged in arm's-
 9 length settlement negotiations and have reached this Settlement Agreement, which, subject to
 10 approval of the Court, embodies all of the terms and conditions of the Settlement between
 11 Plaintiffs and THAI AIRWAYS.

12 NOW, THEREFORE, in consideration of the promises, mutual promises, covenants,
 13 agreements and releases set forth herein and for other good and valuable consideration, and
 14 incorporating the above recitals herein, it is agreed by the undersigned, on behalf of THAI
 15 AIRWAYS, Plaintiffs, and the Settlement Class, that the Claims of Plaintiffs and the Settlement
 16 Class that have been or could be asserted in the Action be settled, compromised and dismissed on
 17 the merits and with prejudice as to THAI AIRWAYS and, except as hereinafter provided, without
 18 costs as to Plaintiffs, the Settlement Class or THAI AIRWAYS, subject to the approval of the
 19 Court, on the following terms and conditions:

20 **1. Definitions**

21 1.1. "Action" means the class action captioned In re Transpacific Passenger Air
 22 Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913 (N.D. Cal.), currently
 23 pending before the Honorable Charles R. Breyer in the United States District Court for the
 24 Northern District of California, San Francisco Division, and all actions relating to the claims
 25 alleged in "Plaintiffs' First Amended Consolidated Class Action Complaint" filed in that
 26 litigation that were originally filed in the United States District Court for the Northern District of
 27 California, those that have been or are subsequently filed in or transferred for consolidation
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1 and/or coordination pretrial proceedings to the Northern District of California by the Judicial
2 Panel on Multidistrict Litigation as part of MDL No. 1913, all actions pending such transfer
3 (including but not limited to “tag-along” actions), and all actions that may be transferred in the
4 future, or are otherwise based on the conduct alleged in the above-captioned litigation.

5 1.2. “Claims” shall mean any and all actions, suits, claims, rights, demands,
6 assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries,
7 attorneys’ fees, costs, expenses, debts, liabilities, judgments, or remedies, whether equitable or
8 legal, concerning the pricing of one-way and round-trip passenger air transportation between
9 the United States and Asia/Oceania.

10 1.3. “Court” means the United States District Court for the Northern District of
11 California.

12 1.4. “Defendants” means any party named as a defendant in Plaintiffs’ First
13 Amended Consolidated Class Action Complaint in the Action, including Air New Zealand, All
14 Nippon Airways Company, Limited, Cathay Pacific Airways Limited, China Airlines Limited,
15 Continental Airlines, Inc., EVA Airways Corporation, Japan Airlines International Company,
16 Ltd. (“JAL”), Malaysian Airline System Berhad, Philippine Airlines, Inc., Qantas Airways
17 Limited, Singapore Airlines Limited, THAI AIRWAYS, and Vietnam Airlines, or named
18 thereafter as a defendant in the Action up to and including the Preliminary Approval Date, and
19 also including Air France, KLM Royal Dutch Airlines, and Scandinavian Airlines System.

20 1.5. “Document” is defined to be synonymous in meaning and equal in scope to the
21 usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure. A draft or nonidentical
22 copy is a separate document within the meaning of this term.

23 1.6. “Effective Date” means the earliest date on which all of the events and
24 conditions specified in Paragraph 8 herein have occurred or have been met.

25 1.7. “Escrow Account” means the Agreement Among Citibank, N.A. as “Escrow
26 Agent”, Cotchett, Pitre & McCarthy, LLP & Hausfeld LLP as “Settlement Class Counsel”, and
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1 Japan Airlines Co., Ltd. as “Settling Defendant,” account number 25D078455768, as
2 subsequently amended on September 3, 2013.

3 1.8. “Judgment” means a final order of judgment by the Court dismissing the Action
4 as to any Released Party and approving the Settlement Agreement under Rule 23(e) of the
5 Federal Rules of Civil Procedure, as described in Paragraph 7.1 herein.

6 1.9. “Opt-Out Percentage” means the dollar amount of Opt-Out Sales as defined in
7 Paragraph 1.11 divided by THAI AIRWAYS’ total revenue from purchases of passenger air
8 travel between the United States and Asia made in the United States during the Class Period if
9 such data is reasonably available or during some other period as agreed by the Parties.

10 1.10. “Opt-Out Plaintiff” means a person, otherwise qualifying as a member of the
11 Settlement Class that has validly elected to be excluded from the Settlement Class pursuant to
12 Paragraph 6.1 herein.

13 1.11. “Opt-Out Sales” means the dollar amount of purchases of passenger air travel
14 between the United States and Asia by Opt-Out Plaintiffs during the Class Period if such data is
15 reasonably available or some other period as agreed by the Parties.

16 1.12. “Parties” means Plaintiffs, Settlement Class Members, and THAI AIRWAYS.

17 1.13. “Person” means an individual or an entity.

18 1.14. “Plaintiffs” means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller,
19 Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda,
20 Roy Onomura, Shinsuke Kobayashi, Donald Patricia Lee, Nancy Kajiyama, Della Ewing Chow,
21 and James Kawaguchi.

22 1.15. “Preliminary Approval Order” means an order preliminarily approving the
23 settlement, to be rendered by the Court.

24 1.16. “Released Claims” means any and all claims, demands, actions, suits, and causes of
25 action, damages, and liabilities of any nature, including without limitation claims for costs,
26 expenses, penalties, and attorneys’ fees, whether class, individual or otherwise, that the Releasing
27 Parties, or any of them, ever had, now has, or hereafter can, shall, or may have, directly,
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1 representatively, derivatively, or in any other capacity, against the Released Parties or any of them,
2 which arise under any antitrust, unfair competition, unfair practices, price discrimination, unitary
3 pricing, trade practice, consumer protection, unjust enrichment, or civil conspiracy law, whether
4 such claims are based on federal, state, local, statutory, or common law, or any other law, code,
5 rule, or regulation of any country or other jurisdiction worldwide, regardless of legal theory,
6 regardless of the type or amount of damages claimed, whether such claims are known or unknown,
7 suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent,
8 liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief
9 or damages claimed, or claims that have been, could have been, or in the future might have, in law
10 or in equity, on account of, arising out of, resulting from, or in any way related to any conduct
11 regardless of where it occurred at any time prior to the Effective Date, concerning the pricing of
12 one-way and round-trip passenger air transportation between the United States and Asia/Oceania
13 (but only to the extent such transportation originated in the United States), including, without
14 limitation, pricing of fares or fuel or insurance surcharges or any other element of, component of,
15 or surcharge upon such pricing, or claims brought or that could have been brought based in whole
16 or in part on the facts, occurrences, transactions or other matters that were alleged or could have
17 been alleged in the First Amended Consolidated Class Action Complaint in the above-captioned
18 matter or otherwise the subject of that litigation, or in the complaints in the Action.

19 1.17. "Released Parties" means, jointly and severally, individually and collectively:
20 THAI AIRWAYS, its present and former parents, subsidiaries, divisions, affiliates, and
21 departments, its respective past and present officers, directors, employees, agents, attorneys,
22 servants, representatives of each of the aforesaid entities, and the predecessors, successors, heirs,
23 executors, administrators, and assigns of each of the foregoing. As used in this definition,
24 "affiliates" means entities controlling, controlled by or under common control with any of the
25 Released Parties.

26 1.18. "Releasing Parties" means, jointly and severally, and individually and
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collectively: Plaintiffs and all Class Members who do not exclude themselves from the Settlement Class in the manner directed by the Court in its Preliminary Approval Order, their predecessors, successors, present and former parents, subsidiaries, divisions, affiliates, and departments, each of their respective past and present officers, directors, employees, agents, attorneys, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, “affiliates” means entities controlling, controlled by or under common control with any of the Releasing Parties.

1.19. “Settlement Amount” means nine million seven hundred thousand dollars (\$9,700,000.00) in United States currency.

1.20. “Settlement Class Counsel” means the law firms of Cotchett Pitre & McCarthy, LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650, Washington, DC 20006.

1.21. “Settlement Class Member” means each member of the Settlement Class as defined in Paragraph 3 herein, who does not timely and validly elect to be excluded from the Settlement Class.

1.22. “Settlement Fund” shall mean those monies representing the consideration to be paid by THAI AIRWAYS in settlement of the Action pursuant to Paragraph 11.1 of this Settlement Agreement and income earned on those amounts.

2. Cooperation and Effectuation of this Settlement Agreement

Plaintiffs and THAI AIRWAYS shall use all reasonable efforts to effectuate this Settlement Agreement, including cooperating in Plaintiffs’ efforts to obtain the Court’s approval of procedures (including the giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure), and to secure certification of the Settlement Class for settlement purposes only and the prompt, complete, and final dismissal with prejudice of the Action as to THAI AIRWAYS. Prior to the filing of any motions or other papers in connection with the Settlement, including without limitation, the motions for preliminary approval of the Settlement

(as contemplated in Paragraph 4.1 of this Settlement Agreement) and for final approval of the Settlement (as contemplated in Paragraph 7.1 of this Settlement Agreement), Plaintiffs will send these papers to THAI AIRWAYS.

3. Class Certification

The parties to this Settlement Agreement hereby stipulate for purposes of this settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, and, subject to Court approval, the following class shall be certified for settlement purposes as to THAI AIRWAYS:

Settlement Class: All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are governmental entities, Defendants, former Defendants in the Action, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and immediate families.

4. Motion for Preliminary Approval

4.1. Promptly after the Execution Date of this Settlement Agreement, Plaintiffs, with the cooperation of THAI AIRWAYS, shall file with the Court a motion requesting entry of a Preliminary Approval Order, *inter alia*:

- (a) finding the settlement proposed in the Settlement Agreement has been negotiated at arm's length, and preliminarily approving the settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class; scheduling a hearing to consider (i) whether the proposed settlement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members against THAI AIRWAYS on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel

1 for an award of attorneys' fees and payment of costs and expenses (the "Fairness
2 Hearing");

3 (b) certifying the Settlement Class for settlement purposes only,
4 designating Class representatives and Settlement Class counsel as defined herein,
5 and finding that each element for certification of the Settlement Class pursuant to
6 Rule 23 of the Federal Rules of Civil Procedure is met, on the condition that the
7 certification and designations shall be automatically vacated in the event the
8 Settlement Agreement is terminated pursuant to its terms or is not approved by
9 the Court of any appellate court;

10 (c) approving the Parties' proposed methods and forms for giving notice of
11 the Settlement and the Fairness Hearing to Settlement Class Members, and
12 finding the Class Notice meets the requirements of Rule 23 of the Federal
13 Rules of Civil Procedure and due process, and constitutes the best notice
14 practical under the circumstances for settlement purposes;

15 (d) setting the date by which any Settlement Class Member who seeks
16 exclusion from a Settlement Class must submit a Request for Exclusion, which
17 shall, subject to the Court's approval, be a date no earlier than forty-five (45)
18 days after notice is given to Settlement Class Members, and no later than thirty-
19 five (35) days prior to the Fairness Hearing;

20 (e) setting the date by which any Settlement Class Member may serve
21 written objections to the Settlement or to any application by Settlement Class
22 Counsel for attorneys' fees and expenses, which shall, subject to the Court's
23 approval, be thirty-five (35) days prior to the Fairness Hearing; and

24 (f) enjoining initiation, commencement, or prosecution of any action or
25 proceeding asserting any Claims released in Paragraph 9 by any Releasing Party.
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1 4.2. Plaintiffs shall seek, and THAI AIRWAYS shall support, certification solely
2 for purposes of this Settlement of the Settlement Class as defined herein, and appointment of
3 Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

4 **5. Notice to Settlement Class Members**

5 5.1. After preliminary approval of this Settlement Agreement and submission to the
6 Court and approval of a program to provide notice to the Class in accordance with the
7 requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be
8 given to those Settlement Class Members whom the Parties can identify with reasonable effort,
9 including those identified as persons for whom THAI AIRWAYS has current email or physical
10 addresses, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited
11 by law. Settlement Class Counsel shall provide those Settlement Class Members identified with
12 notice of the settlement and the date of the Fairness Hearing in a manner to be approved by the
13 Court.

14 5.2. Upon approval by the Court of a program to provide notice to the Class, in order
15 to provide notice of the settlement to those Settlement Class Members who do not receive
16 individual notice pursuant to Paragraph 5.1 herein, Settlement Class Counsel shall cause a
17 summary notice of the settlement to be published in such manner and scope as is reasonable, and
18 consistent with the requirements of Federal Rule of Civil Procedure 23. Plaintiffs shall develop,
19 with the cooperation of THAI AIRWAYS and any other settling defendant, the details of the
20 publication notice program. Plaintiffs shall submit a publication notice program, the text of
21 which shall be provided to THAI AIRWAYS by Plaintiffs before submission to the Court.
22 THAI AIRWAYS shall submit any objections to the proposed notice within 10 days after
23 Settlement Class Counsel submits the notice to the Court.

24 5.3. The parties to this Settlement Agreement agree that the notice program to be
25 implemented pursuant to this Settlement Agreement may be combined with notice of such other
26 settlement class(es) as may be certified by the Court. The parties to this Settlement Agreement
27 agree that to the extent that any notice program approved by the Court differs from any
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1 description of the program to give notice to the class described in this Settlement Agreement, the
 2 orders of the Court shall govern and no variation between such Court order and the terms of this
 3 Settlement Agreement shall be deemed a breach of this Settlement Agreement, nor give rise to
 4 any right of any party to void or withdraw from this Settlement Agreement.

5 5.4. The costs and expenses associated with providing notice of the settlement to
 6 members of the Settlement Class pursuant to the Court-approved notification plan shall be paid
 7 from the Settlement Fund, and THAI AIRWAYS shall have no obligation to pay for the costs
 8 and expenses of providing notice of the settlement to members of the Settlement Class. THAI
 9 AIRWAYS agrees that Settlement Class Counsel may withdraw funds as necessary from the
 10 Settlement Fund for the purpose of providing notice to the class of the settlement as described
 11 herein. In the event that the settlement is not approved, THAI AIRWAYS shall not be entitled to
 12 any sums spent or owing for purposes of the notice program as approved by the Court.

13 **6. Requests for Exclusion**

14 6.1. Any Person that wishes to seek exclusion from the Settlement Class must timely
 15 submit a written request for exclusion as provided in this Paragraph (a "Request for Exclusion").
 16 Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement
 17 Class, shall have no rights with respect to this Settlement Agreement, and shall receive no
 18 benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing
 19 and state the name, address, and telephone number of the Person(s) seeking exclusion. Each
 20 request must also contain a signed statement that "I/we hereby request that I/we be excluded
 21 from the proposed Settlement Class in the *In re Transpacific Passenger Air Transportation*
 22 *Antitrust Litigation*." Settlement Class Counsel and THAI AIRWAYS' counsel shall jointly
 23 request that the deadline for submitting exclusions from this Action be set thirty-five (35) days
 24 prior to the Fairness Hearing. A Request for Exclusion that does not include all of the foregoing
 25 information, that does not contain a proper signature, that is sent to an address other than the
 26 one designated in the Class Notice, or that is not sent within the time specified, shall be invalid,
 27 and the Person(s) serving such an invalid request shall be Settlement Class members and shall
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1 be bound by this Settlement Agreement, if approved. Any Person that has properly excluded
 2 itself from the Settlement Class shall be permitted to apply to the Court for good cause shown to
 3 re-enter the Settlement Class, with the same rights and obligations under this Settlement
 4 Agreement as the Settlement Class Members.

5 6.2. Settlement Class Counsel shall promptly forward copies of all Requests for
 6 Exclusions, as they are received, to THAI AIRWAYS' counsel. Settlement Class Counsel shall
 7 also forward a list of all Requests for Exclusion to THAI AIRWAYS's counsel no later than
 8 thirty (30) days prior to the Fairness Hearing.

9 **7. Fairness Hearing**

10 7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment, the text of
 11 which shall be agreed upon by Plaintiffs and THAI AIRWAYS before submission to the
 12 Court, *inter alia*:

13 (a) approving the Settlement Agreement and its terms as being fair, reasonable,
 14 and adequate as to the Settlement Class, within the meaning of Rule 23 of the
 15 Federal Rules of Civil Procedure, and directing its consummation according to its
 16 terms;

17 (b) determining that the notices to Settlement Class Members constituted, under the
 18 circumstances, the best practicable notice of this Settlement Agreement and the Fairness
 19 Hearing, and constituted due and sufficient notice for all other purposes to all Persons
 20 entitled to receive notice;

21 (c) dismissing the Action with prejudice as the Released Parties, except as provided for
 22 in this Settlement Agreement, without costs;

23 (d) permanently barring and enjoining the institution, commencement, or prosecution,
 24 by any of the Releasing Parties, of any action asserting any Released Claim against any
 25 Released Party, in any local, state, federal, or other court of any nation, or in any agency
 26 or other authority or arbitral or other forum wherever located;

(e) providing that any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement shall be deemed to have waived any objections to the settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;

(f) requiring Settlement Class Counsel to file with the Clerk of the Court a record of potential members of the Settlement Class who timely and validly exclude themselves from the Settlement Class, and to provide a copy of the record to counsel for THAI AIRWAYS;

(g) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and

(h) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to THAI AIRWAYS shall be final and entered forthwith.

7.2. Any Person who has not requested exclusion from the Settlement Class and who objects to the settlement may appear, at that Person's own expense, at the Fairness Hearing in person or through counsel, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents shall be received and considered by the Court unless such Person properly submits a written objection that includes (a) notice of intention to appear, (b) proof of membership in the Settlement Class, and (c) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider. Such a written objection must be both filed with the Court no later than thirty-five (35) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and THAI AIRWAYS's counsel at the addresses provided in the notices to the Settlement Class, postmarked (or mailed by overnight delivery) no later than thirty-five (35) days prior to the date of the Fairness Hearing. Any Person who fails to object in the manner prescribed herein shall be deemed to have waived any

1 objections to the settlement and this Settlement Agreement and will forever be barred from
2 making any such objections to the settlement or this Settlement Agreement in the Action or in
3 any other action or proceeding, unless otherwise permitted for good cause shown as determined
4 by the Court.

5 **8. Effective Date of Agreement**

6 This Settlement Agreement shall become final and effective on the earliest date on which
7 all of the following events and conditions have occurred or have been met (the "Effective
8 Date"): (a) the Court has entered a Judgment, following notice to the Settlement Class and the
9 Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of
10 Civil Procedure and dismissing the Action as against any Released Party who is named as a
11 Defendant in the Action with prejudice as to all Settlement Class Members, and without costs
12 except as specified herein; and (b) the time for appeal or to seek permission to appeal from the
13 Court's approval of the Settlement Agreement and entry of the Judgment (as described in
14 subpart (a)) has expired or, if appealed, approval of this Settlement Agreement and the Judgment
15 has been affirmed in its entirety by the court of last resort to which such appeal has been taken
16 and such affirmance has become no longer subject to further appeal or review. Neither the
17 provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C.
18 § 1651, shall be taken into account in determining the above-stated times.

19 **9. Release and Covenant not to Sue**

20 9.1. Upon the occurrence of the Effective Date, and in consideration of the payment by
21 THAI AIRWAYS of the Settlement Amount set forth in Paragraph 11.1 herein, the sufficiency
22 and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to
23 have, and by operation of the Judgment shall have, fully, finally, and forever released,
24 relinquished, and discharged all Released Claims against the Released Parties, shall have
25 covenanted not to sue or otherwise seek to establish liability against any of the Released Parties
26 based, in whole or in part, upon any of the Released Claims, and shall be permanently barred and
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1 enjoined from instituting, commencing, prosecuting or asserting any such Released Claim
2 against any of the Released Parties.

3 9.2. With respect to any and all Released Claims, the Parties stipulate and agree that,
4 upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of the
5 Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall have
6 waived, the provisions, rights, and benefits of California Civil Code Section 1542 and South
7 Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the Action),
8 each of which provides that “[a] general release does not extend to claims which the creditor does
9 not know or suspect to exist in his favor at the time of executing the release, which if known by
10 him must have materially affected his settlement with the debtor,” and of any similar provision,
11 statute, regulation, rule, or principle of law or equity of any other state or territory of the United
12 States or any other applicable jurisdiction. Releasing Parties expressly acknowledge that they may
13 hereafter discover facts in addition to or different from those facts that any of them or their
14 counsel now knows or believes to be true with respect to the subject matter of the Settlement
15 Agreement, but upon the Effective Date each Plaintiff shall expressly have, and, upon the
16 Effective Date, each Releasing Party shall be deemed to have, and by operation of the Judgment
17 shall have, fully, finally, and forever settled and released any and all Released Claims, known or
18 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
19 hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing
20 or coming into existence in the future, including, but not limited to, conduct that is negligent,
21 reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard
22 to the subsequent discovery of existence of such different or additional facts. Plaintiffs
23 acknowledge, and the Releasing Parties shall be deemed to have acknowledged, and by operation
24 of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained
25 for and a key element of the settlement of which this release is a part.

1 9.3. Upon the occurrence of the Effective Date, and as part of the Judgment, THAI
2 AIRWAYS will waive any claim for indemnity or contribution, however denominated, against
3 any of the Defendants in the Action other than THAI AIRWAYS, arising out of or related to the
4 claims or allegations asserted by Plaintiffs in the Action, whether arising under state, federal, or
5 foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted
6 in the Action, in this Court, in any federal or state court, or in any other court, arbitration
7 proceeding, administrative agency, or other forum in the United States, or elsewhere, and all
8 such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

9 **10. Reservation of Settlement Class Members' Rights**

10 All rights of any Settlement Class Member against any Person other than the Released
11 Parties are specifically reserved by Plaintiffs and the Settlement Class Members. The sales of
12 passenger air transportation by THAI AIRWAYS shall, to the extent permitted and/or
13 authorized by U.S. law, remain in the case against any other future Defendants in the Action as
14 a potential basis for damage claims and shall be part of any joint and several liability claims
15 against future Defendants in the Action or other persons or entities other than Released Parties.

16 **11. Settlement Consideration**

17 11.1. The total monetary amount payable by THAI AIRWAYS (comprising class
18 damages, costs of class notice and administration, and attorneys' fees and costs) in settlement of
19 all claims relating to the Action, whether purchased in the United States or outside the United
20 States, is nine million seven hundred thousand dollars and no cents (\$9,700,000.00) in U.S.
21 currency (the "Settlement Amount"). Within twenty (20) business days after the Execution Date,
22 THAI AIRWAYS will deposit the sum of four million eight hundred and fifty thousand dollars
23 (\$4,850,000) into the Escrow Account established by Plaintiffs. On or before August 31, 2014,
24 THAI AIRWAYS will deposit the additional sum of four million eight hundred and fifty
25 thousand dollars (\$4,850,000) into the Escrow Account. The deposited sums shall be held in the
26 Escrow Account until there is an order from the District Court concerning distribution or use of
27 the Settlement Amount. The Escrow Account Agent shall be subject to escrow instructions
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1 mutually acceptable to Settlement Class Counsel and THAI AIRWAYS, such escrow to be
2 administered under the Court's continuing supervision and control.

3 11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be
4 invested in instruments backed by the full faith and credit of the United States Government or
5 fully insured by the United States Government or an agency thereof, or money market funds
6 invested substantially in such instruments, and shall reinvest any income from these
7 instruments and the proceeds of these instruments as they mature in similar instruments at their
8 then-current market rates.

9 11.3. All funds held in the Escrow Account shall be deemed and considered to be in
10 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until
11 such time as such funds shall be distributed pursuant to this Settlement Agreement and/or
12 further order(s) of the Court.

13 11.4. Plaintiffs and THAI AIRWAYS intend for the Settlement Fund to be treated as
14 being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In
15 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out
16 the provisions of Paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg.
17 § 1.468B1) so as to enable the Settlement Fund to be treated as a "qualified settlement fund" from
18 the earliest date possible. Such elections shall be made in compliance with the procedures and
19 requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to
20 timely and properly prepare and deliver the necessary documentation for signature by all
21 necessary parties, and thereafter to cause the appropriate filing to occur.

22 11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended,
23 and the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The
24 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
25 advisable with respect to the Settlement Fund (including without limitation the returns described
26 in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the elections described in Paragraph
27 11.4) shall be consistent with Paragraph 11.7.

1 11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with
2 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that
3 may be imposed upon THAI AIRWAYS or any other Released Party with respect to any income
4 earned by the Settlement Fund for any period during which the Settlement Fund does not qualify
5 as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (ii)
6 expenses and costs incurred in connection with the operation and implementation of
7 Paragraphs 11.6 through 11.9 (including, without limitation, expenses of tax attorneys and/or
8 accountants and mailing and distribution costs and expenses relating to filing (or failing to file)
9 the returns described in Paragraph 11.5 (“Tax Expenses”)), shall be paid out of the Settlement
10 Fund.

11 11.7. Neither THAI AIRWAYS nor any other Released Party nor their respective counsel
12 shall have any liability or responsibility, including filing responsibility, for the Taxes or the Tax
13 Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of
14 administration of the Settlement Fund and shall be timely paid, subject to Court approval, by the
15 Escrow Agent out of the Settlement Fund. The Escrow Agent shall be obligated (notwithstanding
16 anything herein to the contrary) to withhold from distribution to any claimants authorized by the
17 Court any funds necessary to pay such amounts including the establishment of adequate reserves
18 for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld
19 under Treas. Reg. § 1.468B-2 (11)(2)). Neither THAI AIRWAYS nor any other Released Party is
20 responsible nor shall they have any liability therefor. Plaintiffs and THAI AIRWAYS agree to
21 cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent
22 reasonably necessary to carry out the provisions of Paragraphs 11.2 through 11.10. THAI
23 AIRWAYS makes no representation to Plaintiffs regarding the appropriate tax treatment of the
24 Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the
25 Settlement Fund.

26 11.8. If this Settlement Agreement does not receive final Court approval, or if the
27 Action is not certified as a class action for settlement purposes, or if this Settlement
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1 Agreement is terminated or voided for any reason, then all amounts paid by THAI AIRWAYS
2 into the Settlement Fund (other than costs that may already have reasonably been incurred or
3 expended in accordance with Paragraphs 5.4 and 11) shall be promptly returned to THAI
4 AIRWAYS from the Escrow Account by the Escrow Agent along with any interest accrued
5 thereon.

6 11.9. THAI AIRWAYS shall not be liable for any costs, fees, or expenses of any of
7 Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs,
8 fees, and expenses as provided for in Paragraphs 5.4 and 11 or otherwise approved by the Court
9 may be paid out of the Settlement Fund.

10 11.10. Following final approval of this Settlement Agreement by the Court, Settlement
11 Class Counsel may use, subject to prior approval of the Court, up to five hundred thousand
12 dollars (\$500,000) of the Settlement Fund for expenses incurred for prosecution of the Action
13 on behalf of the Settlement Class against non-settling Defendants.

14 11.11. If, after all costs (including notice costs), attorneys' fees, and any other expenses
15 have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed
16 pro-rata to the Settlement Class, or in Settlement Class Counsel's reasonable judgment, be made
17 the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with
18 governing standards in the Ninth Circuit.

19 **12. Administration of the Settlement Fund**

20 12.1. The costs and expenses of administration of the settlement pursuant to the terms of
21 this Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s)
22 shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to
23 Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the
24 administration of this Settlement shall be coordinated with the administration of other aspects of
25 this Action, including, but not limited to, any other settlement(s) entered into between Plaintiffs
26 and any other settling Defendant(s) and/or the administration of any recovery obtained on behalf
27 of the class by summary judgment or trial.
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12.2. THAI AIRWAYS shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution and administration, except as expressly otherwise provided in the Settlement Agreement.

13. Option to Rescind or Obtain Pro Rata Reduction

13.1. In the event that the Opt-Out Percentage exceeds five percent (5%), THAI AIRWAYS shall have the option to either rescind the Settlement Agreement or obtain a pro rata reduction of the settlement amount equal to the Opt-Out Percentage.

13.2. Within twenty (20) business days of the delivery of the list described in Paragraph 6.2, THAI AIRWAYS shall provide to Settlement Class Counsel the total amount of Opt-Out Sales, the resulting Opt-Out Percentage, the Opt-Out Sales for each Opt-Out Plaintiff, and supporting data for Opt-Out Sales.

13.3. THAI AIRWAYS shall have up to the second business day prior to the Settlement Fairness Hearing to give notice in writing to Settlement Class Counsel that they elect to exercise their option to terminate or obtain a pro rata reduction.

13.4. If the Opt-Out Percentage exceeds five percent (5%) and THAI AIRWAYS chooses a pro rata reduction, within ten (10) business days of the determination of the Opt-Out Percentage, Plaintiffs and THAI AIRWAYS shall direct the Escrow Agent to return to THAI AIRWAYS funds equal to the pro rata reduction in the Settlement Amount (less the pro rata amount of any expenses incurred pursuant to paragraphs 5.2 and 11 corresponding to the amount of the pro rata reduction in the Settlement Amount) determined by multiplying the Settlement Amount by the Opt-Out Percentage (plus any net income attributable to the amount so calculated), from the Escrow Account.

1 **14. Withdrawal From or Modification of the Settlement**

2 14.1. If the Court declines to approve this Settlement Agreement or any material part
3 hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not
4 enter the Judgment, or if the Court enters the Judgment and appellate review is sought and, on
5 such review, such Judgment is not affirmed or is materially modified, then THAI AIRWAYS
6 and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this
7 Settlement Agreement in its entirety.

8 14.2. If THAI AIRWAYS or Plaintiffs choose to exercise the option to rescind
9 pursuant to Paragraphs 13.1 or 14.1, any and all amounts then constituting the Settlement Fund
10 (including all income earned thereon and excluding any reasonable expenses that have been
11 paid or incurred associated with providing notice to the Settlement Class, administering the
12 Settlement Fund, incurred or paid under paragraph 11.10 of this Settlement Agreement, and/or
13 any Taxes already paid on such income), together with any amounts, including attorneys' fees,
14 paid to Settlement Class Counsel pursuant to Paragraph 16 below (including all income earned
15 thereon), shall be returned forthwith to THAI AIRWAYS. A modification or reversal on
16 appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court
17 or any plan of allocation of the Settlement Fund shall not be deemed a modification of all or a
18 part of the terms of this Settlement Agreement or the Judgment.

19 14.3. THAI AIRWAYS and Plaintiffs expressly reserve all of their rights if this
20 Settlement Agreement does not become effective or if it is rescinded by Plaintiffs or THAI
21 AIRWAYS pursuant to Paragraphs 13.1 or 14.1 of this Settlement Agreement. In addition, if for
22 any reason (including a party's exercise of a valid right to rescind this Settlement Agreement),
23 the Settlement Agreement does not receive final Court approval, then the certification of the
24 Settlement Class shall become null and void without further Court action, and shall not be used
25 or referred to for any further purpose in the Action or in any other action or proceeding, and shall
26 not prejudice any party in arguing for or against contested class certification in these Actions or
27 in any other proceeding. Further, this Agreement, whether or not it is finally approved and
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whether or not THAI AIRWAYS or Plaintiffs elect to rescind it under Paragraphs 13.1 or 14.1 of the Settlement Agreement, any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by THAI AIRWAYS or any Defendant, or of the truth of any of the claims or allegations contained in Plaintiffs' First Amended Consolidated Class Action Complaint or any other pleading filed by Plaintiffs in the Action, or waiver or invalidity of any defense, and evidence thereof shall neither be discoverable nor used directly or indirectly except in a proceeding to enforce or interpret the Settlement Agreement.

15. Cooperation

15.1. THAI AIRWAYS agrees to perform the following acts following execution of this Settlement Agreement:

- (a) searching for and producing relevant Documents from the files of up to three (3) current or former THAI AIRWAYS employees, to be agreed upon by Settlement Class Counsel and counsel for THAI AIRWAYS. THAI AIRWAYS shall also produce to Plaintiffs transactional data, to the extent reasonably available or as otherwise agreed, for one-way or roundtrip travel purchased in the United States for travel between the United States and Asia/Oceania for the period from January 1, 2000 to August 6, 2009;
- (b) providing assistance reasonably necessary to establish the admissibility and authenticity of all Documents, including transactional and cost data, that THAI AIRWAYS (or any of its alleged co-conspirators, to the extent possible) has produced, including, as reasonably necessary, producing at trial in person, by deposition or by affidavit or declaration, whichever is legally required, representatives to testify as to the genuineness, status as business records, and authenticity of documents; using reasonable efforts to provide written declarations pursuant to Federal Rules of Evidence 902(11) and (12) with respect to Documents produced by other settling Defendants for the purpose of

1 authenticating documents and establishing that they are business records within the
2 meaning of Federal Rule of Evidence 803(6).

3 (c) meeting and conferring on making available no more than three (3) employees as
4 declarant(s) with knowledge concerning the factual matters asserted by any Defendant(s)
5 seeking summary judgment and with the ability to authenticate Documents relevant to the
6 motion(s) for summary judgment without creating any obligation on the part of THAI
7 AIRWAYS to do so if THAI AIRWAYS lacks knowledge concerning the factual basis of
8 the motion(s) for summary judgment;

9 (d) making THAI AIRWAYS's lead counsel available for up to a total of three (3)
10 meetings for reasonable consultation, including, but not limited to, consultation regarding
11 the involvement of other airlines in the alleged conspiracy, the interpretation of
12 Documents, and the airline industry in general;

13 (e) making available, upon reasonable notice and at mutually agreed dates and
14 locations, for interview and/or testimony (by deposition, declaration, or at trial) at
15 locations of THAI AIRWAYS's choice (except for testimony at hearings or trial, which
16 shall occur at the United States Courthouse of the United States District Court for the
17 Northern District of California), up to three (3) current and/or former THAI AIRWAYS
18 employee witnesses, to be agreed upon by Settlement Class Counsel and counsel for
19 THAI AIRWAYS, to provide information about Plaintiffs' substantive allegations. Upon
20 request of the witness, Plaintiffs shall provide an interpreter for interviews, depositions
21 and/or trial testimony at Plaintiffs' expense. An interview or deposition for purposes of
22 this Paragraph shall last no longer than seven hours (or nine hours for an interview or
23 deposition for which interpretation is necessary), including reasonable breaks and, subject
24 to reasonable limitations, may occur on more than one (1) day, but not more than two (2)
25 days; and
26
27
28

1 (f) providing assistance reasonably necessary to notify the class of this Settlement
2 Agreement, as discussed in Paragraph 5, and the Fairness Hearing, as discussed in
3 Paragraph 7.

4 15.2. Plaintiffs acknowledge that THAI AIRWAYS has no ability to compel former
5 employees to cooperate. THAI AIRWAYS will make reasonable efforts to secure the
6 cooperation of former employees where applicable.

7 15.3. In connection with its provision of information, testimony, and Documents
8 under this Settlement Agreement, THAI AIRWAYS shall have the right to assert the attorney-
9 client privilege, attorney work-product protection, joint defense or any other protection,
10 privilege, or immunity available under United States law. All Documents, testimony, and
11 information provided pursuant to Paragraph 15.1 shall be designated as "Confidential" or
12 "Highly Confidential", at THAI AIRWAYS' discretion, in accordance with the Stipulation
13 and Protective Order entered in this Action, and shall be used only in connection with the
14 Action and only as provided under the terms of the Protective Order. The Documents,
15 testimony and information described in Paragraph 15.1 may not be used to prosecute any
16 claim against the Released Parties unless this agreement is rejected by the Court, terminated,
17 rescinded or fails to take effect for any reason. The confidentiality requirements of this
18 paragraph shall survive in the event that the Settlement Agreement is rejected by the Court,
19 terminated, rescinded, or otherwise unable to take or remain in effect and shall continue to
20 enjoy the fullest protections offered by the Protective Order.

21 15.4. If any Document protected by the attorney-client privilege, attorney, work-
22 product protection, joint defense, or any other protection, privilege, or immunity is
23 accidentally or inadvertently produced, the Document shall promptly be returned to THAI
24 AIRWAYS, and its production shall in no way be construed to have waived any privilege or
25 protection attached to such Document.

26 15.5. The cooperation set forth in Paragraph 15.1 shall constitute the exclusive means
27 by which Plaintiffs and Settlement Class Counsel may obtain discovery from the Released
28

1 Parties whether under the Federal Rules of Civil Procedure or the laws or rules of any other
2 jurisdiction unless this agreement is rejected by the Court, terminated, rescinded or fails to take
3 effect for any reason.

4 **16. No Representation of or Provision of Assistance to Opt-Out Plaintiffs**

5 16.1. Settlement Class Counsel agrees not to represent, assist, or compensate anyone else
6 to represent or assist any Opt-Out Plaintiff in prosecuting any claims (including Released
7 Claims) against THAI AIRWAYS by drafting any motions, pleadings, briefs, discovery requests
8 or responses, opening or closing statements, or trial or witness outlines, or by preparing any
9 witnesses for examination or cross-examination, in any action (or mock action) arising out of or
10 related to the acts, events or statements referenced in the Amended Complaint. Settlement Class
11 Counsel further agrees not to share any work product relating to the Agreement or any
12 documents obtained pursuant to Paragraph 15 with an Opt-Out Plaintiff or its counsel except as
13 may be required as a result of any discovery request or order of the Court.

14 **17. No Admissions**

15 17.1. The Parties intend the Settlement as described herein to be a final and complete
16 resolution of all disputes between them with respect to the Action and to compromise claims
17 that are contested, and it shall not be deemed an admission by any party as to the merits of
18 any claim or defense or any allegation made in the Action.

19 17.2. The Parties acknowledge that THAI AIRWAYS is entering into this
20 Settlement to eliminate the inconvenience, and the distraction of potentially burdensome and
21 protracted litigation. Neither the Settlement nor this Settlement Agreement, nor any
22 negotiations or act performed or document executed pursuant to or in furtherance of the
23 Settlement or this Settlement Agreement is or may be deemed to be or may be used as an
24 admission of, or evidence of, THAI AIRWAYS's conduct having violated the laws of any
25 state, country, or other jurisdiction or of having caused any harm to any Person. Neither the
26 settlement nor this Settlement Agreement, nor any act performed or document executed
27

pursuant to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Settlement Class Counsel's Attorneys' Fees and Expenses

18.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. THAI AIRWAYS agrees that Settlement Class Counsel may withdraw from the Settlement Fund any amount awarded by the Court for attorneys' fees and costs five (5) days following the Court's award, subject to an appropriate financial undertaking required by the Court in the event of an appeal of the Court's award of attorneys' fees and expenses.

18.2. THAI AIRWAYS shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

18.3. Except as otherwise provided herein, Plaintiffs and THAI AIRWAYS shall each be responsible for bearing their own costs and fees incurred in this Action.

1 **19. Miscellaneous Provisions**

2 19.1. THAI AIRWAYS expressly represents that it has obtained all required
3 approvals from its management for this Settlement Agreement.

4 19.2. This Settlement Agreement shall constitute the entire agreement between the
5 Parties pertaining to the Settlement of the Action against THAI AIRWAYS and supersedes
6 any and all prior and contemporaneous undertakings of the Parties in connection therewith.
7 The terms of the Settlement Agreement are and shall be binding upon each of the Parties
8 hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners,
9 successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any
10 interest in the subject matter hereto through any of the parties hereto including any Settlement
11 Class Members.

12 19.3. This Settlement Agreement may be modified or amended only by a writing
13 executed by Plaintiffs and THAI AIRWAYS, subject (if after preliminary or final approval by
14 any court) to approval by the Court. Amendments and modifications may be made without notice
15 to the Settlement Class unless notice is required by law or by the Court.

16 19.4. None of the Parties hereto shall be considered to be the drafter of this
17 Settlement Agreement or any its provisions hereof for the purpose of any statute, case law or
18 rule of interpretation or construction that would or might cause any provision to be construed
19 against the drafters of this Settlement Agreement.

20 19.5. This Agreement shall be construed and interpreted to effectuate the intent of the
21 parties which is to provide, through this Settlement Agreement, for a complete resolution of the
22 Released Claims with respect to the Released Parties.

23 19.6. Nothing expressed or implied in this Settlement Agreement is intended to or shall
24 be construed to confer upon or give any person or entity other than Class Members, Releasing
25 Parties, and Released Parties any right or remedy under or by reason of this Agreement.

26 19.7. This Agreement shall be binding upon, and inure to the benefit of, the
27 Releasing Parties and the Released Parties.
28

1 19.8. Plaintiffs and THAI AIRWAYS acknowledge that they have been represented
2 by counsel, and have made their own investigations of the matters covered by this Settlement
3 Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and
4 THAI AIRWAYS and their respective counsel agree that they will not seek to set aside any
5 part of the Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and THAI
6 AIRWAYS and their respective counsel understand, agree, and expressly assume the risk that
7 any fact may turn out hereinafter to be other than, different from, or contrary to the facts now
8 known to them or believed by them to be true, and further agree that the Settlement
9 Agreement shall be effective in all respects and shall not be subject to termination,
10 modification, or rescission by reason of any such difference in facts. If any provision of this
11 Settlement Agreement is found by a court of competent jurisdiction to be illegal, invalid or
12 unenforceable for any reason, the remainder of this Settlement Agreement will not be
13 affected, and, in lieu of each provision that is found illegal, invalid or unenforceable, a
14 provision will be added as a part of this Settlement Agreement that is as similar to the illegal,
15 invalid or unenforceable provision as may be legal, valid and enforceable.

16 19.9. All terms of this Settlement Agreement shall be governed by and interpreted
17 according to the substantive laws of the State of California, without regard to its choice of law
18 or conflicts of laws principles.

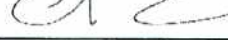
19 19.10. THAI AIRWAYS, Plaintiffs and all Settlement Class Members hereby irrevocably
20 submit to the exclusive jurisdiction of the United States District Court for the Northern District of
21 California for any suit, action, proceeding or dispute arising out of or relating to this Settlement
22 Agreement or the applicability of this Settlement Agreement, including, without limitation, any
23 suit, action, proceeding or dispute relating to the release provisions herein.

24 19.11. This Settlement Agreement may be executed in counterparts. Facsimile or Portable
25 Document Format signatures shall be considered as valid signatures for purposes of execution of
26 this Settlement Agreement, but original signature pages shall thereafter be collated for filing of
27 this Settlement Agreement with the Court.
28

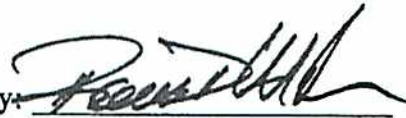
19.12. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first written above.


Dated: December 23, 2013

By: 
 Christopher L. Lebsack
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 44 Montgomery Street
 San Francisco, CA 94111
 (415) 633-1908 (telephone)
 (415) 358-4980 (facsimile)

*Co-Counsel for Plaintiffs and Settlement
 Class Counsel*

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

By: 
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*Co-Counsel for Plaintiffs and Settlement
 Class Counsel*

Exhibit 5

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Plaintiffs' Interim Class Counsel

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. 07-cv-05634-CRB

MDL No. 1913

Honorable Charles R. Breyer

This Document relates to:

ALL ACTIONS

**SETTLEMENT AGREEMENT
 BETWEEN PLAINTIFFS AND
 MALAYSIAN AIRLINE SYSTEM
 BERHAD**

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND MALAYSIAN AIRLINE
 SYSTEM BERHAD**

July 9, 2014

This Settlement Agreement, dated May, 2013 (the "Settlement Agreement"), is made and entered into by and among defendant Malaysian Airline System Berhad ("MALAYSIA AIRLINES") and Meor Adlin, Franklin Ajaye, Andrew Barton, Lori Barrett, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, David Murphy, and Donald Wortman ("Plaintiffs"), individually and as representatives of the class of plaintiffs (the "Settlement Class," as more specifically defined below), in the MDL class action In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of California, San Francisco Division (the "Court").

WHEREAS, Plaintiffs are prosecuting the Actions (defined below) on their own behalf and on behalf of the Settlement Class.

WHEREAS, Plaintiffs allege, among other things, that MALAYSIA AIRLINES participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which MALAYSIA AIRLINES and other defendants ("Defendants") allegedly agreed to fix, raise, maintain, and/or stabilize prices for air passenger travel, including associated surcharges, for international flights involving at least one flight segment between the United States and Asia/Oceania. For the purposes of this Settlement Agreement, "Oceania" is defined as Australia, New Zealand, and the Pacific Islands.

WHEREAS, MALAYSIA AIRLINES denies Plaintiffs' allegations and has asserted a number of defenses to Plaintiffs' claims.

WHEREAS, Plaintiffs have concluded, after an investigation into the facts and the law, and after carefully considering the circumstances of claims made by Plaintiffs and the Settlement Class, and the possible legal and factual defenses thereto, that it is in the best interests of

Plaintiffs and the Settlement Class to enter into this Settlement Agreement with MALAYSIA AIRLINES to avoid the uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class.

WHEREAS, MALAYSIA AIRLINES has concluded, despite its belief that it has good defenses with respect to Plaintiffs' claims, that it is in its best interests to enter into this Settlement Agreement to avoid the distractions, uncertainties, risks and costs of litigation.

WHEREAS, Plaintiffs and MALAYSIA AIRLINES agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against MALAYSIA AIRLINES or any of its alleged co-conspirators or evidence of the truth of or tending to support any of Plaintiffs' allegations;

WHEREAS, Interim Class Counsel and counsel for MALAYSIA AIRLINES have engaged in arm's-length settlement negotiations and have reached this Settlement Agreement, which embodies all of the terms and conditions of the Settlement between Plaintiffs and MALAYSIA AIRLINES, subject to approval of the Court.

NOW, THEREFORE, in consideration of the promises, mutual promises, covenants, agreements and releases set forth herein and for other good and valuable consideration, and incorporating the above recitals herein, it is agreed by the undersigned, on behalf of MALAYSIA AIRLINES, Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the Settlement Class that have been or could be asserted in the Actions be settled, compromised and dismissed on the merits and with prejudice as to MALAYSIA AIRLINES and all other Released Parties (as defined below) and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class or MALAYSIA AIRLINES, subject to court approval, on the following terms and conditions:

1. Definitions

1.1. “Actions” means the class action captioned In re Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R. Breyer in the United States District Court for the Northern District of California, San Francisco Division, and all actions filed in or transferred to the Northern District of California for consolidation and/or coordinated with the above-captioned MDL litigation, all actions pending such transfer (including but not limited to “tag-along” actions) and all actions that may be transferred or filed in the future, or are otherwise related to the claims and conduct alleged in the above-captioned multidistrict litigation.

1.2. “Effective Date” means the earliest date on which all of the events and conditions specified in paragraph 8 herein have occurred or have been met.

1.3. “Judgment” means a final order of judgment, dismissal, and approval of the Settlement, to be rendered by the Court substantially in the form of Attachment A.

1.4. “Parties” means Plaintiffs, Settlement Class Members, and MALAYSIA AIRLINES.

1.5. “Defendants” means Air France, Air New Zealand, All Nippon Airways Company, Limited, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc., EVA Airways Corporation, Japan Airlines International Company, Ltd. (“JAL”), KLM Royal Dutch Airlines (“KLM”), MALAYSIA AIRLINES, Philippine Airlines, Inc., Qantas Airways Limited, SAS AB, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines, and any other party named as a defendant in the Actions at any time up to and including the Preliminary Approval Date (as defined below).

1.6. “Person” means an individual or an entity.

1.7. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Lori Barrett, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, David Murphy, and Donald Wortman, and any other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

1.8. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of this Settlement Agreement.

1.9. "Preliminary Approval Order" means an order preliminarily approving the Settlement, to be rendered by the Court.

1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes of action, damages, and liabilities of any nature, including without limitation, claims for costs, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise, that the Releasing Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity against the Released Parties or any of them, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date, concerning the purchase of passenger air transportation between the United States and Asia/Oceania, including, but not limited to, the pricing, selling, discounting or marketing of passenger air transportation between the United States and Asia/Oceania (but only to the extent such transportation originated in the United States) by MALAYSIA AIRLINES or Defendants or their alleged co-conspirators, including without limitation, claims based in whole or part on the facts, occurrences, transactions

or other matters that were alleged or could have been alleged in the Actions (including without limitation, pricing of fares or fuel surcharges or any other element of, component of, or surcharge upon such pricing), whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of legal theory, and regardless of the type or amount of relief or damages claimed.

1.11. "Released Parties" means, jointly and severally, individually and collectively: MALAYSIA AIRLINES, its present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Released Parties.

1.12. "Releasing Parties" means, jointly and severally, and individually and collectively, Plaintiffs and the Settlement Class Members, their present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Released Parties.

1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy, LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650, Washington, DC 20006.

1.14. "Settlement Class Members" means, collectively, all members of the Settlement Class as defined in paragraph 3 herein.

1.15. "Settlement Fund" shall mean those monies representing the consideration to be paid by MALAYSIA AIRLINES pursuant to paragraph 11.1 of this Settlement Agreement and any interest or earnings relating to such consideration as provided for herein.

2. Cooperation and Effectuation of this Settlement Agreement

Plaintiffs and MALAYSIA AIRLINES shall use all reasonable efforts to effectuate this Settlement Agreement, including cooperating in Plaintiffs' efforts to obtain the Court's approval of procedures (including the giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure) and to secure certification of the Settlement Class for settlement purposes only and the prompt, complete, and final dismissal with prejudice of the Actions as to MALAYSIA AIRLINES. Prior to the filing of any motions or other papers in connection with the Settlement, including without limitation, the motions for preliminary approval of the Settlement (as contemplated in paragraph 4.1 of this Settlement Agreement) and for final approval of the Settlement (as contemplated in paragraph 7.1 of this Settlement Agreement), Plaintiffs shall consult with MALAYSIA AIRLINES. The text of any proposed form of order approving the Settlement Agreement shall be agreed upon by Plaintiffs and MALAYSIA AIRLINES before it is submitted to the Court.

3. Class Certification

In connection with Plaintiffs' motion for preliminary approval of the Settlement, pursuant to paragraph 4.1 herein, the parties stipulate that the following class should be certified for settlement purposes only:

Settlement Class: All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are governmental entities, Defendants, former defendants in the Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees or immediate families.

4. Motion for Preliminary Approval

4.1. Plaintiffs, with the cooperation of MALAYSIA AIRLINES, shall file with the Court a motion requesting entry of a Preliminary Approval Order, *inter alia*:

- (a) preliminarily approving the Settlement;
- (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel for an award of attorneys' fees and payment of costs and expenses;
- (c) certifying the Settlement Class for settlement purposes only, and finding that each element for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure is met;

- (d) approving the Parties' proposed methods for giving notice of the Settlement and the Fairness Hearing to Settlement Class Members;
- (e) approving the Parties' proposed forms of notice;
- (f) setting the date by which any Settlement Class Member who seeks exclusion from a Settlement Class must submit a Request for Exclusion, which shall, subject to the Court's approval, be a date no earlier than forty-five (45) days after notice is given to Settlement Class Members, and no later than fourteen (14) days prior to the Fairness Hearing;
- (g) setting the date by which any Settlement Class Member may serve written objections to the Settlement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and
- (h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement, by any Releasing Party.

4.2. Plaintiffs shall seek, and MALAYSIA AIRLINES shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

5. Notice to Settlement Class Members

5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to those Settlement Class Members whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. In addition, in order to provide notice of the settlement

to those Settlement Class Members who do not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23. Plaintiffs shall develop, with the cooperation of MALAYSIA AIRLINES, the details of the publication notice program. Plaintiffs shall submit an agreed publication notice program to the Court or, in the absence of agreement upon the publication notice program. Plaintiffs shall submit their proposed publication notice program to the Court and MALAYSIA AIRLINES shall submit any objections within ten (10) days thereafter.

5.2. If any other settlement class is certified by the Court in these Actions, the parties to this Settlement Agreement agree that the notice program to be implemented pursuant to this Settlement Agreement may be combined with notice of such other settlement class(es) as may be certified by the Court.

5.3. The costs and expenses associated with providing notice of the settlement to members of the Settlement Class pursuant to the Court-approved notification plan shall be paid from the Settlement Fund, and MALAYSIA AIRLINES shall have no further obligation to pay for the costs and expenses of providing notice of the Settlement to members of the Settlement Class.

6. Requests for Exclusion

6.1. Any Person that wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion"). Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement Class, shall have no rights with respect to this Settlement Agreement, and shall receive no benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing

and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

6.2. Settlement Class Counsel shall forward each Request for Exclusion to MALAYSIA AIRLINES's counsel within three (3) business days of receipt.

7. Fairness Hearing

7.1. At the Fairness Hearing, Plaintiffs shall seek, and MALAYSIA AIRLINES shall support, entry of a Judgment *inter alia*:

- (a) finally approving the Settlement and its terms as being fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation according to its terms;
- (b) determining that the notices to Settlement Class Members constituted, under the circumstances, the best practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- (c) directing that, as to MALAYSIA AIRLINES, the Actions be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;
- (d) permanently barring and enjoining the institution, commencement, or prosecution, by any of the Releasing Parties, of any action asserting any Released Claim against any Released Party, in any local, state, federal, or other court of any

nation, or in any agency or other authority or arbitral or other forum wherever located;

- (e) providing that any Settlement Class Member who fails to object in the manner prescribed in this Settlement Agreement shall be deemed to have waived any objections to the Settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;
- (f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and
- (g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to MALAYSIA AIRLINES shall be final and entered forthwith.

7.2. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person or through counsel, at their own expense, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. However, no such Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents shall be received and considered by the Court unless such Settlement Class Member properly submits a written objection that includes (a) notice of their intention to appear, (b) proof of membership in the Settlement Class, and (c) the specific grounds for the objection. Such a written objection must be filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and MALAYSIA AIRLINES's counsel, postmarked no later than fourteen (14) days prior to the date of the Fairness Hearing. Any Settlement Class

Member who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement and this Settlement Agreement and will forever be barred from making any such objections to the Settlement or this Settlement Agreement.

8. Effective Date of the Settlement Agreement

This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met (the "Effective Date"):

- (a) the Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against MALAYSIA AIRLINES with prejudice, and without costs except as specified herein; and
- (b) the time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

9. Release and Covenant not to Sue

9.1. Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, shall have covenanted not to sue or otherwise seek

to establish liability against any of the Released Parties with respect to any Released Claims, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or asserting any Released Claim against any of the Released Parties.

9.2. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the Actions), each of which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,” and of any similar provision, statute, regulation, rule, or principle of law or equity of any other state or territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those that any of them or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery of existence of such different or additional facts.

Plaintiffs acknowledge, and the Releasing Parties shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

9.3. Upon the Effective Date, and as part of the Judgment, MALAYSIA AIRLINES will waive any claim for indemnity or contribution, however denominated, against any of the Defendants in the Actions other than MAYALSIA AIRLINES, arising out of or related to the claims or allegations asserted by Plaintiffs in the Actions, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States, and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

10. Reservation of Settlement Class Members' Rights

All rights of any Settlement Class Member against any co-conspirator or any other Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement Class Members. The sales of passenger air transportation by MALAYSIA AIRLINES shall, to the extent permitted and/or authorized by U.S. law, remain in the case against any other future defendants in the Actions as a potential basis for damage claims and shall be part of any joint and several liability claims against future defendants in the Actions or other persons or entities other than the Released Parties.

11. Settlement Consideration

11.1. The total monetary amount payable by MALAYSIA AIRLINES in settlement of the Released Claims is U.S.D. \$950,000.00. Within forty-five (45) business days after the execution of this Settlement Agreement, MALAYSIA AIRLINES will deposit U.S.D. \$475,000

into an escrow account (the “Escrow Account”) established by Plaintiffs; within one hundred and thirty-five (135) days after the execution of this Settlement Agreement, Malaysian Airlines will deposit an additional U.S.D. \$475,000 into the Escrow Account. The deposited sum shall be held in the Escrow Account until there is an order from the District Court concerning distribution or use of the sum identified in paragraph 11.1. The Escrow Account will be established at a bank located within the Northern District of California, with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Class Counsel and MALAYSIA AIRLINES, such escrow to be administered under the Court’s continuing supervision and control.

11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

11.3. All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

11.4. Plaintiffs and MALAYSIA AIRLINES intend for the Settlement Fund to be treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of paragraph 11.6, including the “relation-back election” (as

defined in Treas. Reg. 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.4) shall be consistent with paragraph 11.6 and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon MALAYSIA AIRLINES or any other Released Party with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of paragraphs 11.6 through 11.8 (including without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraph 11.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

11.7. Neither MALAYSIA AIRLINES nor any other Released Party nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)). Neither MALAYSIA AIRLINES nor any other Released Party is responsible nor shall they have any liability therefore. Plaintiff and MALAYSIA AIRLINES agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 11.3 through 11.9.

11.8. If this Settlement Agreement does not receive final Court approval, or if the Actions are not certified as a class action for settlement purposes, or if this Settlement Agreement is terminated or voided for any reason, then all amounts paid by MALAYSIA AIRLINES into the Settlement Fund (other than costs that may already have reasonably been incurred or expended in accordance with paragraphs 5.3 and 11) shall be promptly returned to MALAYSIA AIRLINES from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

11.9. If, after all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed pro-rata to the Settlement Class, or in Settlement Class Counsel's reasonable judgment, be made

the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with governing standards in the Ninth Circuit.

11.10. MALAYSIA AIRLINES shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Escrow Account, including (but not limited to) the costs and expenses of such investment, distribution and investment.

12. Administration of the Settlement

The costs and expenses of administration of the settlement pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement Fund. Subject to the discretion of Settlement Class Counsel and/or order of the Court, Settlement Class Counsel shall retain the services of an independent administrator to process any claims and respond to any inquiries made by members of the Settlement Class, and to provide other services incident thereto (the "Claims Administrator(s)"). The Claims Administrator(s) shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the administration of this Settlement shall be coordinated with the administration of other aspects of these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs and any other settling defendant(s) and/or the administration of any recovery obtained on behalf of the class by summary judgment or trial. MALAYSIA AIRLINES shall not have any responsibility, financial obligation, or liability whatsoever with respect to the administration of the settlement.

13. Withdrawal From or Modification of the Settlement

If the Court declines to approve this Settlement Agreement or any material part hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the

Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review, such Judgment is not affirmed or is materially modified, then MALAYSIA AIRLINES and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement Agreement), the Settlement Agreement does not receive final Court approval, then the certification of the Settlement Class shall become null and void without further Court action, and shall not be used or referred to for any further purpose in the Actions or in any other action or proceeding, and shall not prejudice any party in arguing for or against contested class certification in this Actions or in any other proceeding.

14. Cooperation

14.1. MALAYSIA AIRLINES shall cooperate with Settlement Class Counsel as set forth below following execution of this Settlement Agreement:

- (a) providing assistance reasonably necessary to establish the admissibility of all documents it has produced, including, as reasonably necessary, producing at trial in person, by deposition or by affidavit, whichever is legally required, representatives to testify as to the genuineness, status as business records, and authenticity of documents;
- (b) making available, upon reasonable notice and at mutually agreed dates and locations, for an interview and/or testimony in the United States (by deposition, declaration, or at trial), up to two (2) current and/or former MALAYSIA AIRLINES employee witnesses, to be agreed upon by Settlement Class Counsel and counsel for MALAYSIA AIRLINES, for one (1) interview each (and related testimony by deposition, declaration, or trial, as required), to provide information about Plaintiffs' substantive allegations, it being understood that as to any former employee, MALAYSIA

AIRLINES's obligation under this clause is to use reasonable efforts to make such former employee available. An interview or deposition for purposes of this paragraph shall last no longer than seven hours, including reasonable breaks and, subject to reasonable limitations, may occur on more than a single day, but not more than two days.

(c) MALAYSIA AIRLINES will search for and produce relevant documents, following the application of a set of search terms to be agreed upon by Settlement Class Counsel and counsel for MALAYSIA AIRLINES, from the files of the current or former MALAYSIA AIRLINES employees agreed upon under paragraph 14.1(b). MALAYSIA AIRLINES shall also produce to Plaintiffs transactional data, to the extent reasonably available or as otherwise agreed, for one-way or roundtrip travel originating in the United States to Asia and/or Oceania for the period from January 1, 2000 to August 6, 2009.

(d) providing assistance reasonably necessary to notify the class of this Settlement Agreement and the fairness hearing contemplated in Paragraph 7, above.

14.2. Any documents, information or testimony provided pursuant to paragraph 14.1 may only be used in connection with the Actions and may not be used to prosecute claims against the Released Parties.

14.3. All documents and information provided pursuant to paragraph 14.1 shall be treated as confidential under the terms of the protective order entered in the Actions ("Protective Order") and shall be used only as provided under the terms of the Protective Order. The confidentiality requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class Counsel even in the event that the Settlement Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain in effect.

14.4. In connection with the provision of information, testimony and documents under this Settlement Agreement, MALAYSIA AIRLINES shall have the right to assert the attorney-client privilege, attorney work-product protection, joint defense privilege or any other protection, privilege or immunity available under United States law, and to assert the attorney-client privilege, attorney work-product protection, joint defense privilege or any similar privilege under foreign law. If any document protected by the attorney-client privilege, attorney work-product protection, joint defense privilege or any other protection, privilege or immunity is inadvertently produced, it shall be promptly returned to MALAYSIA AIRLINES, and its production shall in no way be construed to have waived any applicable privilege or protection.

14.5. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by which Plaintiffs and Settlement Class counsel may obtain discovery from the Released Parties, whether under the Federal Rules of Civil Procedure or the laws or rules of any other jurisdiction.

15. No Admissions

15.1. The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Actions and to compromise claims that are contested, and it shall not be deemed an admission by any party as to the merits of any claim or defense or any allegation made in the Actions.

15.2. The Parties acknowledge that MALAYSIA AIRLINES is entering into this Settlement to eliminate the distractions, uncertainties, burden, and expense of protracted litigation. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, MALAYSIA

AIRLINES's conduct having violated the laws of any state, country, or other jurisdiction or of having caused any harm to consumers. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Settlement Class Counsel's Attorneys' Fees and Expenses

16.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. MALAYSIA AIRLINES shall not take a position with respect to the timing or amount of any application Settlement Class Counsel makes for an award of attorneys' fees and costs out of the Settlement Fund and hereby agrees that Settlement Class Counsel may withdraw any amount awarded by the Court for attorneys' fees and costs five days following the Court's award, subject to an appropriate financial undertaking required by the Court in the event of an appeal of the Court's award of attorneys' fees and expenses.

16.2. MALAYSIA AIRLINES shall have no responsibility for, and no liability whatsoever with respect to attorneys' fees and expenses, including the division of such fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

16.3. Except as otherwise provided herein, Plaintiffs and MALAYSIA AIRLINES shall each be responsible for bearing their own costs and fees incurred in this Actions.

17. Miscellaneous Provisions

17.1. MALAYSIA AIRLINES expressly represents that it has obtained all required approvals from its management, and trustee(s) for this Settlement Agreement.

17.2. This Settlement Agreement shall constitute the entire agreement between the Parties pertaining to the Settlement of the Actions against MALAYSIA AIRLINES and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. The terms of the Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the parties hereto including any Settlement Class Members.

17.3. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and MALAYSIA AIRLINES, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafters hereof.

17.5. Plaintiffs and MALAYSIA AIRLINES acknowledge that they have been represented by counsel, and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, Plaintiffs and MALAYSIA AIRLINES and their respective counsel agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, Plaintiffs and MALAYSIA AIRLINES and their respective counsel understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

17.6. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California, without regard to its choice of law or conflicts of laws principles.

17.7. MALAYSIA AIRLINES, Plaintiffs and all Settlement Class Members hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein.

17.8. This Settlement Agreement may be executed in counterparts. Facsimile or pdf signatures shall be considered as valid signatures for purposes of execution of this Settlement Agreement, but original signature pages shall thereafter be collated for filing of this Settlement Agreement with the Court.

17.9. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first written above.

Dated: ^{June 11} ~~May 27~~ 2013

By: 

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ATTACHMENT A

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Interim Co- Lead Counsel for Plaintiffs & the Settlement Class

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

	Civil Case No. 3:07-cv-05634-CRB-DMR
IN RE TRANSPACIFIC PASSENGER AIR TRANSPORTATION ANTITRUST LITIGATION) MDL No. 1913
) [PROPOSED] ORDER AND FINAL JUDGMENT APPROVING SETTLEMENT BETWEEN CLASS PLAINTIFFS AND
This Document Relates to:)
ALL ACTIONS)

1 WHEREAS, a class action is pending before the Court entitled *In Re Transpacific*
 2 *Passenger Air Transportation Antitrust Litigation*, Civil Case No. 3:07-cv-05634-CRB-DMR
 3 (N.D. Cal., San Francisco division);

4 WHEREAS, the Court has received and reviewed the settlement agreement entered into
 5 between Plaintiffs and Malaysian Airline Systems Bhd. ("MAS"), dated _____, 2013
 6 (the "Settlement Agreement"), and has considered the terms of the proposed settlement set forth
 7 therein (the "Settlement");

8 WHEREAS, all defined terms contained herein shall have the same meanings as set forth
 9 in the Settlement Agreement, unless otherwise defined herein;

10 WHEREAS, on Plaintiffs' motion for preliminary approval, the Court on _____,
 11 2013 entered an order preliminarily approving class action settlement with MAS (the
 12 "Preliminary Approval Order") in which the Court certified the Settlement Class, preliminarily
 13 approved the Settlement, set _____, 2013 as the deadline for filing of objections to the
 14 Settlement, and scheduled a final approval hearing for _____, 2013;

15 WHEREAS, the Court on _____, 2013 entered an order approving a notice
 16 program and related claim forms (the "Notice Approval Order");

17 WHEREAS, Settlement Class Counsel have submitted declarations to the Court
 18 confirming that the notice program has been implemented in substantial accordance with the
 19 notice approval order;

20 WHEREAS, the Court has considered all timely filed objections to the Settlement; and

21 WHEREAS, the Court conducted a final approval hearing on _____, 2013,
 22 and has considered the arguments presented, all papers filed and all proceedings had herein;

23 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

24 1. As used in this Order the following terms (together with their cognate forms) have
 25 the meanings specified below:

26 1.1. (a) "Actions" means the class action captioned In re Transpacific Passenger
 27 Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending
 28 before the Honorable Charles R. Breyer in the United States District Court for the Northern

District of California, San Francisco Division, and all actions filed in or transferred to the Northern District of California for consolidation and/or coordinated with the above-captioned MDL litigation, all actions pending such transfer (including but not limited to “tag-along” actions) and all actions that may be transferred or filed in the future, or are otherwise related to the claims and conduct alleged in the above-captioned multidistrict litigation.

(c) “Effective Date” means the earliest date on which all of the following events and conditions have occurred or have been met:

(1) the Court has entered this Judgment, following notice to the Settlement Class of the final approval hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against MAS with prejudice, and without costs except as specified in the Settlement Agreement; and

(2) the time for appeal or to seek permission to appeal from this Judgment has expired or, if appealed, approval of the Settlement Agreement and this Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

(d) “Defendants” mean Air France, Air New Zealand, All Nippon Airways Company, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc., EVA Airways Corporation, Japan Airlines International Company, Ltd. (“JAL”), KLM Royal Dutch Airlines (“KLM”), MALAYSIA AIRLINES, Philippine Airlines, Inc., Qantas Airways Limited, SAS AB, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines, and any other party named as a defendant in the Actions at any time up to and including the Preliminary Approval Date.

(e) “Judgment” means this final order of judgment, dismissal, and approval of the Settlement.

1 (f) "Person" means an individual or an entity.

2 (f) "Plaintiffs" mean Meor Adlin, Franklin Ajaye, Andrew Barton, Lori Barrett, Rachel
3 Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, David Murphy, and Donald
4 Wortman, who have been designated by the Court as class representatives for the Settlement
5 Class.

6 (g) "Released Claims" means any and all claims, demands, actions, suits, and causes of
7 action, damages, and liabilities of any nature, including without limitation, claims for costs, expenses,
8 penalties, and attorneys' fees, whether class, individual, or otherwise, that the Releasing Parties, or
9 any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively,
10 derivatively, or in any other capacity against the Released Parties or any of them, regardless of
11 whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted,
12 foreseen or unforeseen, actual or contingent, liquidated or unliquidated, or claims that have been,
13 could have been, or in the future might be asserted in law or in equity, on account of, arising out of,
14 resulting from, or in any way related to any conduct regardless of where it occurred at any time prior
15 to the Effective Date, concerning the purchase of passenger air transportation between the United
16 States and Asia/Oceania, including, but not limited to, the pricing, selling, discounting or marketing
17 of passenger air transportation between the United States and Asia/Oceania (but only to the extent
18 such transportation originated in the United States) by MAS or Defendants or their alleged co-
19 conspirators, including without limitation, claims based in whole or part on the facts, occurrences,
20 transactions or other matters that were alleged or could have been alleged in the Actions (including
21 without limitation, pricing of fares or fuel surcharges or any other element of, component of, or
22 surcharge upon such pricing), whether such claims are based on federal, state, local, statutory, or
23 common law, or any other law, code, rule, or regulation of any country or other jurisdiction
24 worldwide, regardless of legal theory, and regardless of the type or amount of relief or damages
25 claimed.

26 (h) "Released Parties" means, jointly and severally, individually and collectively:
27 MAS, its present and former parents, subsidiaries, divisions and affiliates, each of their respective
28 past and present officers, directors, employees and agents, attorneys, representatives and the

predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Released Parties.

(i) "Settlement Class" means:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are governmental entities, Defendants, former defendants in the Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees or immediate families.

(j) "Settlement Class Members" means, collectively, all members of the Settlement Class, as defined herein.

(k) "Releasing Parties" means, jointly and severally, and individually and collectively, Plaintiffs and the Settlement Class Members, their present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Released Parties.

2. This Court finds that it has jurisdiction over the Actions, each of the parties to the Settlement Agreement, and each of the Settlement Class Members.

3. The notice given to the Settlement Classes of the Settlement and the Final Approval Hearing, in substantial accordance with the terms of the Notice Approval Order, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings, the final approval hearing, and the Settlement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

4. The Court finds that the Settlement Agreement was the result of bona fide and arm's-length negotiations between Settlement Class Counsel and counsel for MAS.

5. The Court has given fair consideration to all objections to the Settlement that have

1 been timely submitted by Settlement Class Members, and hereby overrules each such objection.
 2 Any Settlement Class Member who failed to timely object to the Settlement in the manner
 3 prescribed in the Preliminary Approval Order shall be deemed to have waived any objections to
 4 the Settlement and the Settlement Agreement and by operation of this Judgment shall be forever
 5 barred from making any such objections to the Settlement or the Settlement Agreement.

6 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
 7 approves the Settlement as set forth in the Settlement Agreement, finds that said Settlement is, in
 8 all respects, fair, reasonable, and adequate with respect to the Settlement Class, and directs that
 9 the Settlement be consummated in accordance with the terms and conditions set forth in the
 10 Settlement Agreement.

11 7. The Actions are hereby dismissed with prejudice as to MAS, without costs (except
 12 as set forth in the Settlement Agreement).

13 8. With respect to any and all Released Claims, upon the Effective Date, Plaintiffs
 14 shall expressly waive, and, upon the Release Date, each of the Releasing Parties shall be deemed
 15 to have waived, and by operation of this Judgment shall have waived, the provisions, rights, and
 16 benefits of California Civil Code Section 1542 and Section 20-7-11 of the South Dakota
 17 Codified Laws (to the extent either or both of them apply to the Actions), each of which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
 19 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
 20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
 21 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS
 22 SETTLEMENT WITH THE DEBTOR.

23 9. Plaintiffs shall further expressly waive, and each of the Releasing Parties shall be
 24 deemed to have waived, and by operation of this Judgment shall have waived, any and all
 25 provisions, rights, and benefits conferred by any law of any state or territory of the United States,
 26 or any principle of common law, that is similar, comparable, or equivalent in effect to California
 27 Civil Code Section 1542 or that would otherwise act to limit the effectiveness or scope of the
 28 releases. Plaintiffs and the Releasing Parties have acknowledged that they may hereafter discover
 facts in addition to or different from those that any of them or their counsel now knows or

believes to be true with respect to the subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff shall expressly have, and, upon the Release Date, each Releasing Party shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs have acknowledged, and the Releasing Parties shall be deemed to have acknowledged, and by operation of this Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

12. Upon the Effective Date, and by operation of this Judgment, MAS will be deemed to have waived any claim for indemnity or contribution, however denominated, against Defendants, arising out of or related to the claims or allegations asserted by Plaintiffs in the Actions, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States, and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

13. The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have validly requested exclusion from the Settlement Class and are hereby excluded from the Settlement Class, are not bound by this Judgment, and may not make any claim or receive any benefit from the Settlement, whether monetary or otherwise. Said excluded persons may not pursue any claims released under the Settlement Agreement on behalf of those who are bound by this Judgment. Each Settlement Class Member not appearing in Exhibit A is bound by this Judgment and will remain forever bound.

14. This Judgment is a final judgment in the Actions as to all Released Claims. This

1 Court finds, for purposes of Rule 54(b) of the Federal Rules of Civil Procedure, that there is no
2 just reason for delay and expressly directs entry of judgment as set forth herein.

3 15. Without affecting the finality of this Judgment in any way, this Court retains
4 jurisdiction over (a) implementation of the Settlement; (b) distribution of any and all settlement
5 funds; and (c) all other proceedings related to the implementation and enforcement of the terms of
6 the Settlement Agreement and/or the Settlement, and the administration of claims by Settlement
7 Class Members. The time to appeal from this Judgment shall commence upon its entry.

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9 IT IS SO ORDERED on this _____ day of _____, 2013.

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12 _____
13 Hon. Charles R. Breyer
14 United States District Judge
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Exhibit 6

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

**Case No. 3:07-cv-05634-CRB-DMR
 MDL No. 1913**

**This Document Relates to:
 ALL ACTIONS**

**Honorable Charles R. Breyer
 SETTLEMENT AGREEMENT
 BETWEEN PLAINTIFFS AND
 CATHAY PACIFIC AIRWAYS, LTD.**

SETTLEMENT AGREEMENT BETWEEN
 PLAINTIFFS AND CATHAY PACIFIC AIRWAYS, LTD.; CASE NO. 3:07-cv-05634 CRB-DMR
 EASTV79113902.8

1 This Settlement Agreement, dated July 22, 2014 (the "Settlement Agreement"), is made
 2 and entered into by and among defendant Cathay Pacific Airways Limited ("CX") and Meor
 3 Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson
 4 Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi,
 5 Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and James Kawaguchi ("Plaintiffs"),
 6 individually and as representatives of the class of similarly situated plaintiffs as more specifically
 7 defined below, in the MDL class action In re Transpacific Passenger Air Transportation Antitrust
 8 Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R.
 9 Breyer in the United States District Court for the Northern District of California, San Francisco
 10 Division.

11 WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that CX
 12 participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which CX and
 13 other defendants ("Defendants") agreed to fix, raise, maintain, and/or stabilize prices for air
 14 passenger travel, including associated surcharges, for international flights involving at least one
 15 flight segment between the United States and Asia/Oceania.

16 WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts
 17 and the law, and after carefully considering the circumstances of claims made by Plaintiffs and
 18 the Class, and the possible legal and factual defenses thereto, that it is in the best interests of
 19 Plaintiffs and the Settlement Class to enter into this Settlement Agreement with CX to avoid the
 20 uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable,
 21 adequate and in the best interests of the Settlement Class.

22 WHEREAS, CX has concluded, despite its belief that there is no legal or factual basis for
 23 its liability in this matter, and that it has good defenses with respect to Plaintiffs' claims, that it is
 24 in its best interests to enter into this Settlement Agreement to avoid the burden and costs of
 25 litigation.

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 28 SETTLEMENT AGREEMENT BETWEEN
 PLAINTIFFS AND CATHAY PACIFIC AIRWAYS, LTD.; CASE NO. 3:07-cv-05634 CRB-DMR

1 WHEREAS, Plaintiffs and CX agree that neither this Settlement Agreement nor any
 2 statement made in the negotiation thereof shall be deemed or construed to be an admission by or
 3 evidence against CX or evidence of the truth of any of Plaintiffs' allegations;

4 WHEREAS, Interim Class Counsel and CX have engaged in arm's-length settlement
 5 negotiations and have reached this Settlement Agreement, which embodies all of the terms and
 6 conditions of the Settlement between Plaintiffs and CX, subject to approval of the Court.

7 NOW, THEREFORE, in consideration of the promises, mutual promises, covenants,
 8 agreements and releases set forth herein and for other good and valuable consideration, and
 9 incorporating the above recitals herein, it is agreed by the undersigned, on behalf of CX,
 10 Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the
 11 Settlement Class that have been or could be asserted in the Actions be settled, compromised and
 12 dismissed on the merits and with prejudice as to CX and, except as hereinafter provided, without
 13 costs as to Plaintiffs, the Settlement Class or CX, subject to court approval, on the following
 14 terms and conditions:

15 **1. Definitions**

16 1.1. "Actions" means the class action captioned In re Transpacific Passenger Air
 17 Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before
 18 the Honorable Charles R. Breyer in the United States District Court for the Northern District of
 19 California, San Francisco Division, and all actions relating to the claims alleged in "Plaintiffs'
 20 Second Amended Consolidated Class Action Complaint" filed in that litigation that were
 21 originally filed in the United States District Court for the Northern District of California, those
 22 that have been or are subsequently filed in or transferred for coordinated pretrial proceedings to
 23 such court by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913, and all
 24 actions that are otherwise based on the conduct alleged in the above-captioned litigation.

25 1.2. "Court" means the United States District Court for the Northern District of
 26 California.

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 28 SETTLEMENT AGREEMENT BETWEEN
 PLAINTIFFS AND CATHAY PACIFIC AIRWAYS, LTD.; CASE NO. 3:07-cv-05634 CRB-DMR

1.3. "Effective Date" means the earliest date on which all of the events and conditions specified in paragraph 8 herein have occurred or have been met.

1.4. "Judgment" means a final order of judgment, dismissal, and approval of the Settlement, to be rendered by the Court.

1.5. "Parties" means Plaintiffs, Settlement Class Members, and CX.

1.6. "Defendants" means Air France, Air New Zealand, All Nippon Airways Company, Limited, CX, China Airlines Limited, EVA Airways Corporation, Japan Airlines International Company, Ltd.; Malaysian Airline System Berhad, Philippine Airlines, Inc., Qantas Airways Limited, Singapore Airlines Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines Company Limited.

1.7. "Person" means an individual or an entity.

1.8. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and James Kawaguchi, and any other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

1.9. "Preliminary Approval Order" means an order preliminarily approving the Settlement, to be rendered by the Court.

1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise, damages, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys' fees, that the Releasing Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against the Released Parties or any of them, whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted,

1 foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory,
 2 and regardless of the type or amount of relief or damages claimed, or claims that have been, could
 3 have been, or in the future might have in law or in equity, on account of, arising out of, resulting
 4 from, or in any way related to any conduct regardless of where it occurred at any time prior to the
 5 Effective Date, concerning the pricing of one-way and round-trip passenger air transportation
 6 between the United States and Asia/Oceania (but only to the extent such transportation originated
 7 in the United States) by CX or Defendants, including, without limitation, pricing of fares or fuel
 8 surcharges or any other element of, component of, or surcharge upon such pricing, or with respect
 9 to the facts, occurrences, transactions or other matters that were alleged or could have been
 10 alleged in the Second Amended Consolidated Class Action Complaint in the above-captioned
 11 matter or in the complaints in any of the Actions.

12 1.11. "Released Parties" means, jointly and severally, individually and collectively: CX,
 13 its present and former parents, subsidiaries, divisions and affiliates, each of their respective past
 14 and present officers, directors, employees and agents, attorneys, representatives and the
 15 predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
 16 As used in this definition, "affiliates" means entities controlling, controlled by or under common
 17 control with any of the other Released Parties.

18 1.12. "Releasing Parties" means, jointly and severally, and individually and collectively:
 19 Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement
 20 Class in the manner directed by the Court in its order preliminarily approving this Settlement,
 21 their present and former parents, subsidiaries, divisions and affiliates, each of their respective past
 22 and present officers, directors, employees and agents, attorneys, representatives and the
 23 predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

24 1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy,
 25 LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and
 26
 27

1 Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650,
2 Washington, DC 20006.

3 1.14. "Settlement Class Members" means, collectively, all members of the Settlement
4 Class as defined in paragraph 3 herein.

5 1.15. "Settlement Fund" shall mean those monies representing the consideration to be
6 paid by CX pursuant to paragraph 11.1 of this Agreement and any interest or earnings relating to
7 such consideration as provided for herein.

8 **2. Cooperation and Effectuation of this Agreement**

9 Plaintiffs and CX shall use all reasonable efforts to effectuate this Agreement, including
10 cooperating in Plaintiffs' efforts to obtain the Court's approval of procedures (including the
11 giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure) and to
12 secure certification of the Settlement Class for settlement purposes only and the prompt,
13 complete, and final dismissal with prejudice of the Actions as to CX. At least five (5) court days
14 prior to the filing of any motions or other papers in connection with the Settlement, including
15 without limitation, the motions for preliminary approval of the Settlement (as contemplated in
16 paragraph 4.1 of this Agreement) and for final approval of the Settlement (as contemplated in
17 paragraph 7.1 of this Agreement), Plaintiffs will send these papers to CX.

18 **3. Class Certification**

19 In connection with Plaintiffs' motion for preliminary approval of the Settlement,
20 pursuant to paragraph 4.1 herein, Plaintiffs shall seek certification of the following Settlement
21 Class:

22 **Settlement Class:** All persons and entities that purchased passenger air transportation that
23 included at least one flight segment between the United States and Asia or Oceania from
24 Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between
25 January 1, 2000 and the Effective Date. Excluded from the class are purchases of
26 passenger air transportation between the United States and the Republic of South Korea
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1 purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from
 2 the class are governmental entities, Defendants, former defendants in the Actions, any
 3 parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and
 4 immediate families.

5 **4. Motion for Preliminary Approval**

6 4.1. Plaintiffs, with the cooperation of CX, shall file with the Court a motion requesting
 7 entry of a Preliminary Approval Order, *inter alia*:

- 8 (a) preliminarily approving the Settlement;
- 9 (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the
 10 Settlement should be approved as fair, reasonable, and adequate to Settlement
 11 Class Members, and whether the Judgment should be entered dismissing the
 12 claims of Plaintiffs and all Settlement Class Members on the merits and with
 13 prejudice; and (ii) whether to approve any application by Settlement Class Counsel
 14 for an award of attorneys' fees and payment of costs and expenses;
- 15 (c) certifying the Settlement Class for settlement purposes only, and finding
 16 that each element for certification of the Settlement Class pursuant to Rule 23 of
 17 the Federal Rules of Civil Procedure is met;
- 18 (d) approving the Parties' proposed methods for giving notice of the
 19 Settlement and the Fairness Hearing to Settlement Class Members;
- 20 (e) approving the Parties' proposed forms of notice;
- 21 (f) setting the date by which any Settlement Class Member who seeks
 22 exclusion from a Settlement Class must submit a Request for Exclusion, which
 23 shall, subject to the Court's approval, be a date no earlier than forty-five (45) days
 24 after notice is given to Settlement Class Members, and no later than fourteen (14)
 25 days prior to the Fairness Hearing;

(g) setting the date by which any Settlement Class Member may serve written objections to the Settlement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and

(h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement, by any Releasing Party.

4.2. Plaintiffs shall seek, and CX shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

5. Notice to Settlement Class Members

5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to Settlement Class Members for whom CX currently has email or physical addresses, such Settlement Class Members having been determined by the Parties to be those whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. In addition, in order to provide notice of the settlement to those Settlement Class Members who do not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23.

5.2. If any other settlement class is certified by the Court in these Actions, the parties to this Settlement Agreement agree that the notice program to be implemented pursuant to this Settlement Agreement will be combined with notice of such other settlement class(es) as may be certified by the Court. Specially, Plaintiffs, with the explicit permission of CX, shall include notice of this Settlement Agreement, pending approval from the Court of the notice program and the inclusion of CX therein.

1 5.3. The costs and expenses associated with providing notice of the settlement to
2 members of the Settlement Class pursuant to the Court-approved notification plan shall be paid
3 from the Settlement Fund, and CX shall have no further obligation to pay for the costs and
4 expenses of providing notice of the Settlement to members of the Settlement Class.

5 **6. Requests for Exclusion**

6 6.1. Any Person who wishes to seek exclusion from the Settlement Class must timely
7 submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion").
8 Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement
9 Class, shall have no rights with respect to this Settlement Agreement, and shall receive no
10 benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing
11 and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request
12 for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices
13 to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than
14 fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

15 6.2. Settlement Class Counsel shall forward a list of all Requests for Exclusion to CX's
16 counsel within three (3) business days of the expiration of the time for requesting exclusion from
17 the Class.

18 **7. Fairness Hearing**

19 7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment *inter alia*:

20 (a) finally approving the Settlement and its terms as being fair, reasonable, and
21 adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure,
22 and directing its consummation according to its terms;

23 (b) determining that the notices to Settlement Class Members constituted,
24 under the circumstances, the best practicable notice of this Settlement Agreement
25 and the Fairness Hearing, and constituted due and sufficient notice for all other
26 purposes to all Persons entitled to receive notice;

(c) directing that, as to CX, the Actions be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;

(d) permanently barring and enjoining the institution, commencement, or prosecution, by any of the Releasing Parties, of any action asserting any Released Claim against any Released Party, in any local, state, federal, or other court of any nation, or in any agency or other authority or arbitral or other forum wherever located;

(e) providing that any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement shall be deemed to have waived any objections to the settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;

(f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and

(g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to CX shall be final and entered forthwith.

7.2. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person or through counsel, at their own expense, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. Written objections must be filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and CX's counsel, postmarked no later than fourteen (14) days prior to the date of the Fairness Hearing. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement and this

1 Settlement Agreement and will forever be barred from making any such objections to the
 2 Settlement or this Settlement Agreement.

3 **8. Effective Date of Agreement**

4 This Settlement Agreement shall become final and effective on the earliest date on which
 5 all of the following events and conditions have occurred or have been met (the "Effective Date"):

6 (a) the Court has entered the Judgment, following notice to the Settlement Class and
 7 the Fairness Hearing, approving this Settlement Agreement under Rule 23(c) of the
 8 Federal Rules of Civil Procedure and dismissing the Actions against CX with prejudice as
 9 to all Settlement Class Members, and without costs except as specified herein; and

10 (b) the time for appeal or to seek permission to appeal from the Judgment has expired
 11 or, if appealed, approval of this Settlement Agreement and the Judgment has been
 12 affirmed in its entirety by the court of last resort to which such appeal has been taken and
 13 such affirmance has become no longer subject to further appeal or review. It is agreed
 14 that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All
 15 Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated
 16 times.

17 **9. Release and Covenant not to Sue**

18 9.1. Upon the Effective Date, and in consideration of the good and valuable
 19 consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is
 20 hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of
 21 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
 22 Released Claims against the Released Parties, shall have covenanted not to sue any of the
 23 Released Parties with respect to any such Released Claims, and shall be permanently barred and
 24 enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against
 25 any of the Released Parties.

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 27
 28 SETTLEMENT AGREEMENT BETWEEN
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1 9.2. With respect to any and all Released Claims, the Parties stipulate and agree that,
 2 upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of
 3 the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall
 4 have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and
 5 South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the
 6 Actions), each of which provides that “[a] general release does not extend to claims which the
 7 creditor does not know or suspect to exist in his favor at the time of executing the release, which
 8 if known by him must have materially affected his settlement with the debtor,” and of any
 9 similar provision, statute, regulation, rule, or principle of law or equity of any other state or
 10 territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing
 11 Parties expressly acknowledge that they may hereafter discover facts in addition to or different
 12 from those that any of them or their counsel now knows or believes to be true with respect the
 13 subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff
 14 shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to
 15 have, and by operation of the Judgment shall have, fully, finally, and forever settled and released
 16 any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
 17 contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon
 18 any theory of law or equity now existing or coming into existence in the future, including, but
 19 not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach
 20 of any duty, law, or rule, without regard to the subsequent discovery of existence of such
 21 different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed
 22 to have acknowledged, and by operation of the Judgment shall have acknowledged, that the
 23 foregoing waiver was separately bargained for and a key element of the Settlement of which this
 24 release is a part.

25 9.3. Upon the Effective Date, and as part of the Judgment, CX will waive any claim for
 26 indemnity or contribution, however denominated, against any of the Defendants in the Actions
 27

1 other than CX, arising out of or related to the claims or allegations asserted by Plaintiffs in the
2 Actions, whether arising under state, federal, or foreign law as claims, cross-claims,
3 counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any
4 federal or state court, or in any other court, arbitration proceeding, administrative agency, or other
5 forum in the United States, or elsewhere, and all such claims shall be deemed extinguished,
6 discharged, satisfied and unenforceable.

7 **10. Reservation of Settlement Class Members' Rights**

8 All rights of any Settlement Class Member against any Person other than the Released
9 Parties are specifically reserved by Plaintiffs and the Settlement Class Members. Sales of
10 passenger air transportation by CX shall to the extent permitted and/or authorized by U.S. law,
11 remain in the case against any other future defendants in the Actions as a potential basis for
12 damage claims and shall be part of any joint and several liability claims against future defendants
13 in the Actions or other persons or entities other than the Released Parties, to the extent permitted
14 and/or authorized by U.S. law.

1 **11. Settlement Consideration**

2 11.1. The total monetary amount payable by CX (comprising payment to the class, costs
3 of class notice and administration, and attorneys' fees and costs) in settlement of all claims
4 relating to the Actions, whether purchased in the United States or outside the United States, is
5 U.S.D. \$7,500,000.00. Within thirty (30) calendar days after the execution of this Agreement,
6 CX will deposit the sum identified in paragraph 11.1 into an escrow account (the "Escrow
7 Account") established by Plaintiffs. The deposited sum shall be held in the Escrow Account until
8 there is an order from the District Court concerning distribution or use of the sum identified in
9 paragraph 11.1. The Escrow Account will be established and maintained, at no cost to CX, at a
10 bank located within the Northern District of California, with such Bank serving as escrow agent
11 ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel
12 and CX, such escrow to be administered under the Court's continuing supervision and control.

13 11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be
14 invested in instruments backed by the full faith and credit of the United States Government or
15 fully insured by the United States Government or an agency thereof, or money market funds
16 invested substantially in such instruments, and shall reinvest any income from these instruments
17 and the proceeds of these instruments as they mature in similar instruments at their then-current
18 market rates.

19 11.3. All funds held in the Escrow Account shall be deemed and considered to be in
20 custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such
21 time as such funds shall be distributed pursuant to this Settlement Agreement and/or further
22 order(s) of the Court.

23 11.4. Plaintiffs and CX intend for the Settlement Fund to be treated as being at all times
24 a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the
25 Escrow Agent shall timely make such elections as necessary or advisable to carry out the
26 provisions of paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg.
27

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1 1.4681(j)(2)(ii) back to the earliest permitted date. Such elections shall be made in compliance
 2 with the procedures and requirements contained in such regulations. It shall be the responsibility
 3 of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for
 4 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5 11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and
 6 the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The
 7 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
 8 advisable with respect to the Settlement Fund (including without limitation the returns described
 9 in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.
 10 4) shall be consistent with paragraph 11. 6 and in all events shall reflect that all Taxes, as defined
 11 below (including any estimated Taxes, interest or penalties), on the income earned by the
 12 Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

13 11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with
 14 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that
 15 may be imposed upon CX or any other Released Party with respect to any income earned by the
 16 Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified
 17 settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs
 18 incurred in connection with the operation and implementation of paragraphs 11. 6 through 11. 8
 19 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
 20 distribution costs and expenses relating to filing (or failing to file) the returns described in
 21 paragraph 11.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

22 11.7. Neither CX nor any other Released Party nor their respective counsel shall have
 23 any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax
 24 Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund
 25 and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement
 26 Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to
 27

1 withhold from distribution to any claimants authorized by the Court any funds necessary to pay
 2 such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses
 3 (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)).
 4 Neither CX nor any other Released Party is responsible nor shall they have any liability therefor.
 5 CX shall provide the Escrow Agent with the statement described in Treasury Regulation
 6 §1.468B-3(c) on or before February 15th of the calendar year following the calendar year in
 7 which the Settlement Consideration is deposited in the Escrow Account. Plaintiff and CX agree
 8 to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the
 9 extent reasonably necessary to carry out the provisions of paragraphs 11.3 through 11.8.

10 11.8. If this Agreement does not receive final Court approval, or if the Actions are not
 11 certified as a class action for settlement purposes, or if this Agreement is terminated or voided for
 12 any reason, then all amounts paid by CX into the Settlement Fund (other than costs that may
 13 already have reasonably been incurred or expended in accordance with paragraphs 5.3 and 11)
 14 shall be returned to CX from the Escrow Account by the Escrow Agent, along with any interest
 15 accrued thereon, within ten (10) business days after such order becomes final and non-appealable.

16 11.9. If, after all costs (including notice costs), attorneys' fees, and any other expenses
 17 have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed
 18 pro-rata to the Settlement Class in a manner consistent with a plan of allocation prepared by
 19 Settlement Class Counsel, or in Settlement Class Counsel's reasonable judgment, be made the
 20 subject of an application to the Court by Plaintiffs for *cypres* distribution in accordance with
 21 governing standards in the Ninth Circuit.

22 **12. Administration of the Settlement**

23 The costs and expenses of administration of the settlement pursuant to the terms of this
 24 Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s)
 25 shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to
 26 Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the
 27

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1 administration of this Settlement shall be coordinated with the administration of other aspects of
 2 these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs
 3 and any other settling defendant(s) and/or the administration of any recovery obtained on behalf
 4 of the class by summary judgment or trial.

5 **13. Withdrawal From or Modification of the Settlement**

6 If the Court declines to approve this Settlement Agreement or any material part hereof, or
 7 if such approval is materially modified or set aside on appeal, or if the Court does not enter the
 8 Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review,
 9 such Judgment is not affirmed or is materially modified, then CX and Plaintiffs shall each, in
 10 their respective sole discretion, have the option to rescind this Settlement Agreement in its
 11 entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement
 12 Agreement), the Settlement Agreement does not receive final Court approval, then the
 13 certification of the Settlement Class shall become null and void without further Court action, and
 14 shall not be used or referred to for any further purpose in the Action or in any other action or
 15 proceeding, and shall not prejudice any party in arguing for or against contested class certification
 16 in this Action or in any other proceeding.

17 **14. Cooperation**

18 14.1. CX agrees to perform the following acts following execution of this Agreement:

19 (a) respond in good faith to reasonable questions posed by Settlement Class Counsel
 20 concerning the transactional data previously produced by CX.

21 (b) Provide assistance reasonably necessary to establish the admissibility of all documents
 22 it has produced, including, as reasonably necessary, producing at trial in person, by
 23 deposition or by affidavit, whichever is legally required, representatives to testify as to
 24 the genuineness, status as business records, and authenticity of documents.

25 (c) Making available no more than two (2) current employees as declarant(s) and/or
 26 deponents with knowledge of the factual matters asserted by any Defendant(s) seeking
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summary disposition of these Actions before trial and with the ability to authenticate documents relevant to the motion(s) for summary disposition. This paragraph is not intended to create any obligation on the part of CX if CX lacks knowledge concerning the factual basis of the Defendants' motion(s).

(d) For a period up to and including twelve (12) months from the execution date of this Agreement, making CX's lead counsel available for up to a total of three (3) meetings for reasonable consultation, including but not limited to consultation regarding the involvement of other airlines in the alleged conspiracy and the interpretation of documents. A meeting for the purposes of this paragraph shall last no longer than four hours.

(e) Making available upon reasonable notice and at mutually agreed dates and locations, for interview at a location or locations of CX's choice up to three (3) current employee witnesses, to be agreed upon by Settlement Class Counsel and counsel for CX, to provide information about Plaintiffs' substantive allegations. Upon request of CX, Plaintiffs shall provide a translator for interviews at Plaintiffs' expense. A meeting for the purposes of this paragraph shall last no longer than four hours. In the event that Plaintiffs believe more time is necessary for any interview conducted pursuant to this paragraph, they may request additional time from CX and CX shall consider such request in good faith. Witnesses under this section, provided they are still employees of CX at the time of trial, shall also be made available, with Plaintiffs' responsible for the reasonable costs for food and lodging for these witnesses, to testify at trial as needed.

(f) Providing assistance reasonably necessary to notify the class of this Settlement Agreement and the fairness hearing contemplated in Paragraph 7, above.

(g) The cooperation obligations of CX under this section are to be carried out in good faith for the benefit of the Plaintiffs and the class they purport to represent.

1 14.2. All documents and information provided pursuant to paragraph 14.1 shall be
2 confidential and shall be used only in connection with the Actions and only as provided under
3 the terms of the Protective Order. The confidentiality requirements of this paragraph shall
4 continue to bind Plaintiffs and Settlement Class counsel even in the event that the Settlement
5 Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain
6 in effect.

7 14.3. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by
8 which Plaintiffs and Settlement Class counsel may obtain discovery from CX or its current or
9 former officers, directors, or employees, whether under the Federal Rules of Civil Procedure or
10 the laws or rules of any other jurisdiction.

11 **15. No Admissions**

12 15.1. The Parties intend the Settlement as described herein to be a final and complete
13 resolution of all disputes between them with respect to the Actions and to compromise claims
14 that are contested, and it shall not be deemed an admission by any party as to the merits of any
15 claim or defense or any allegation made in the Actions.

16 15.2. The Parties acknowledge that CX is entering into this Settlement solely to
17 eliminate the burden and expense of protracted litigation. Neither the Settlement nor this
18 Settlement Agreement, nor any act performed or document executed pursuant to or in
19 furtherance of the Settlement or this Settlement Agreement is or may be deemed to be or may be
20 used as an admission of, or evidence of, CX's conduct having violated the laws of any state,
21 country, or other jurisdiction or of having caused any harm to any Person. Neither the
22 Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant
23 to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any
24 proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and
25 except that the Released Parties may file this Settlement Agreement or the Judgment in any
26 action for any purpose, including, but not limited to, in support of a defense or counterclaim
27

1 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment
 2 bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
 3 counterclaim.

4 **16. Settlement Class Counsel's Attorneys' Fees and Expenses**

5 16.1. The procedure for, and the allowance or disallowance by the Court of, any
 6 application by Settlement Class Counsel for attorneys' fees and expenses are not part of the
 7 Settlement, and are to be considered by the Court separately from the Court's consideration of the
 8 fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any
 9 application for, or approval of, attorneys' fees and expenses, the pendency of any such
 10 application, or any appeal or review of an order relating thereto or reversal or modification
 11 thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the
 12 finality of the Judgment. CX agrees that Settlement Class Counsel may withdraw from the
 13 Settlement Fund any amount awarded by the Court for attorneys' fees and costs five (5) days
 14 following the Court's award, subject to an appropriate financial undertaking required by the Court
 15 in the event of an appeal of the Court's award of attorneys' fees and expenses.

16 16.2. CX shall have no responsibility for, and no liability whatsoever with respect to, the
 17 division of attorneys' fees, costs, and/or expenses among Settlement Class Counsel, and any
 18 negotiation or dispute among Settlement Class Counsel in that regard shall not operate to
 19 terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

20 16.3. Except as otherwise provided herein, Plaintiffs and CX shall each be responsible
 21 for bearing their own costs and fees incurred in this Action.

22 **17. Miscellaneous Provisions**

23 17.1. CX expressly represents that it has obtained all required approvals from its Board
 24 of Directors for this Settlement Agreement.

25 17.2. This Settlement Agreement shall constitute the entire agreement between the
 26 Parties pertaining to the Settlement of the Actions against CX and supersedes any and all prior
 27

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1 and contemporaneous undertakings of the Parties in connection therewith. The terms of the
 2 Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs,
 3 executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-
 4 interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto
 5 through any of the parties hereto including any Settlement Class Members.

6 17.3. This Settlement Agreement may be modified or amended only by a writing
 7 executed by Plaintiffs and CX, subject (if after preliminary or final approval by any court) to
 8 approval by the Court. Amendments and modifications may be made without notice to the
 9 Settlement Class unless notice is required by law or by the Court.

10 17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement
 11 Agreement or any provision hereof for the purpose of any statute, case law or rule of
 12 interpretation or construction that would or might cause any provision to be construed against the
 13 drafters hereof.

14 17.5. Plaintiffs and CX acknowledge that they have been represented by counsel, and
 15 have made their own investigations of the matters covered by this Settlement Agreement to the
 16 extent they have deemed it necessary to do so. Therefore, Plaintiffs and CX and their respective
 17 counsel agree that they will not seek to set aside any part of the Settlement Agreement on the
 18 grounds of mistake. Moreover, Plaintiffs and CX and their respective counsel understand, agree,
 19 and expressly assume the risk that any fact may turn out hereinafter to be other than, different
 20 from, or contrary to the facts now known to them or believed by them to be true, and further agree
 21 that the Settlement Agreement shall be effective in all respects and shall not be subject to
 22 termination, modification, or rescission by reason of any such difference in facts.

23 17.6. All terms of this Settlement Agreement shall be governed by and interpreted
 24 according to the substantive laws of the State of California, without regard to its choice of law or
 25 conflicts of laws principles.

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 27
 28 SETTLEMENT AGREEMENT BETWEEN
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17.9. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

* * *

1 IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives
2 have agreed to this Settlement Agreement as of the date first written above.

3 Dated: July 22, 2014

4 By: 
5


6 Christopher L. Lebsack
7 **Hausfeld LLP**
8 44 Montgomery Street
9 San Francisco, CA 94111
10 (415) 633-1908 (telephone)
11 (415) 358-4980 (facsimile)

12 *Co-Counsel for Plaintiffs and Settlement*
13 *Class Counsel*

14 By: 
15

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20 Burlingame, CA 94010
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24 *Class Counsel*

By: 
5

6 David H. Bamberger
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14 *Counsel for Cathay Pacific Airways,*
15 *Ltd.*

26
27
28 SETTLEMENT AGREEMENT BETWEEN
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Exhibit *7*

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. 3:07-cv-05634-CRB-DMR

MDL No. 1913

**This Document Relates to:
 ALL ACTIONS**

Honorable Charles R. Breyer

**SETTLEMENT AGREEMENT
 BETWEEN PLAINTIFFS AND
 QANTAS AIRWAYS LIMITED**

1 This Settlement Agreement, dated August 8, 2014, is made and entered into by and among
 2 defendant Qantas Airways Limited (“Qantas”) and Meor Adlin, Franklin Ajaye, Andrew Barton,
 3 Rachel Diller, Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman,
 4 Harley Oda, Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing
 5 Chow, and James Kawaguchi (“Plaintiffs”), individually and as representatives of the class of
 6 similarly situated plaintiffs as more specifically defined below, in the MDL class action In re
 7 Transpacific Passenger Air Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No.
 8 1913, currently pending before the Honorable Charles R. Breyer in the United States District
 9 Court for the Northern District of California, San Francisco Division (the “Settlement
 10 Agreement”).

11 WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that Qantas
 12 participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which Qantas
 13 and other defendants (“Defendants”) agreed to fix, raise, maintain, and/or stabilize prices for air
 14 passenger travel, including associated surcharges, for international flights involving at least one
 15 flight segment between the United States and Asia/Oceania.

16 WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts
 17 and the law, and after carefully considering the circumstances of claims made by Plaintiffs and
 18 the Class, and the possible legal and factual defenses thereto, that it is in the best interests of
 19 Plaintiffs and the Settlement Class to enter into this Settlement Agreement with Qantas to avoid
 20 the uncertainties and risks of litigation, and that the settlement set forth herein is fair, reasonable,
 21 adequate and in the best interests of the Settlement Class.

22 WHEREAS, Qantas has concluded, despite its belief that there is no legal or factual basis
 23 for its liability in this matter, and that it has good defenses with respect to Plaintiffs’ claims, that
 24 it is in its best interests to enter into this Settlement Agreement to avoid the burden and costs of
 25 litigation.

1 WHEREAS, Plaintiffs and Qantas agree that neither this Settlement Agreement nor any
 2 statement made in the negotiation thereof shall be deemed or construed to be an admission by or
 3 evidence against Qantas or evidence of the truth of any of Plaintiffs' allegations;

4 WHEREAS, Interim Class Counsel and Qantas have engaged in arm's-length settlement
 5 negotiations and have reached this Settlement Agreement, which embodies all of the terms and
 6 conditions between Plaintiffs and Qantas, subject to approval of the Court.

7 NOW, THEREFORE, in consideration of the promises, mutual promises, covenants,
 8 agreements and releases set forth herein and for other good and valuable consideration, and
 9 incorporating the above recitals herein, it is agreed by the undersigned, on behalf of Qantas,
 10 Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the
 11 Settlement Class that have been or could be asserted in the Actions be settled, compromised and
 12 dismissed on the merits and with prejudice as to Qantas and, except as hereinafter provided,
 13 without costs as to Plaintiffs, the Settlement Class or Qantas, subject to court approval, on the
 14 following terms and conditions:

15 **1. Definitions**

16 1.1. "Actions" means the class action captioned In re Transpacific Passenger Air
 17 Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before
 18 the Honorable Charles R. Breyer in the United States District Court for the Northern District of
 19 California, San Francisco Division, and all actions relating to the claims alleged in "Plaintiffs'
 20 Second Amended Consolidated Class Action Complaint" filed in that litigation that were
 21 originally filed in the United States District Court for the Northern District of California, those
 22 that have been or are subsequently filed in or transferred for coordinated pretrial proceedings to
 23 such court by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913, and all
 24 actions that are otherwise based on the conduct alleged in the above-captioned litigation.

25 1.2. "Court" means the United States District Court for the Northern District of
 26 California.

1 1.3. "Effective Date" means the earliest date on which all of the events and conditions
2 specified in paragraph 8 herein have occurred or have been met.

3 1.4. "Judgment" means a final order of judgment, dismissal, and approval of the
4 settlement, to be rendered by the Court.

5 1.5. "Parties" means Plaintiffs, Settlement Class Members, and Qantas.

6 1.6. "Defendants" means Air France, Air New Zealand Limited, All Nippon Airways
7 Company, Limited, British Airways plc, Cathay Pacific Airways Limited, China Airlines
8 Limited, Continental Airlines, Inc., Deutsche Lufthansa AG, EVA Airways Corporation, Japan
9 Airlines International Company, Ltd. ("JAL"), KLM Royal Dutch Airline, Malaysian Airline
10 System Berhad, Philippine Airlines, Inc., Qantas Airways Limited, SAS AB, Singapore Airlines
11 Limited, Swiss International AG, Thai Airways International Public Co., Ltd., and Vietnam
12 Airlines Company Limited.

13 1.7. "Person" means an individual or an entity.

14 1.8. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller,
15 Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda,
16 Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and
17 James Kawaguchi, and any other plaintiffs designated by the Court as class representatives,
18 individually and on behalf of the Settlement Class.

19 1.9. "Preliminary Approval Order" means an order preliminarily approving the
20 Settlement Agreement, to be rendered by the Court.

21 1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes
22 of action, whether class, individual, or otherwise, damages, and liabilities of any nature, including
23 without limitation claims for costs, expenses, penalties, and attorneys' fees, that the Releasing
24 Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly,
25 representatively, derivatively, or in any other capacity, against the Released Parties or any of
26 them, which arise under any antitrust, unfair competition, unfair practices, price discrimination,
27 unitary pricing, trade practice, consumer protection, unjust enrichment, or civil conspiracy law, or
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whether such claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, or claims that have been, could have been, or in the future might have been brought in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date, concerning the pricing, marketing or sales of passenger air transportation (but only to the extent such transportation originated in the United States) by Qantas or Defendants, including, without limitation, pricing of fares or fuel, insurance, baggage or security surcharges or any other element of, component of, or surcharge upon such pricing, or concerning commissions or incentives, or concerning any involvement by Qantas in the International Air Transport Association (IATA) or any Board of Airlines Representatives (BAR) association (wherever located), or concerning the facts, occurrences, transactions or other matters that were alleged or could have been alleged in the Second Amended Consolidated Class Action Complaint in the above-captioned matter or in the complaints in any of the Actions.

1.11. “Released Parties” means, jointly and severally, individually and collectively: Qantas, its present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, “affiliates” means entities controlling, controlled by or under common control with any of the other Released Parties.

1.12. “Releasing Parties” means, jointly and severally, and individually and collectively: Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement Class in the manner directed by the Court in its order preliminarily approving this settlement, their present and former parents, subsidiaries, divisions and affiliates, each of their respective past

1 and present officers, directors, employees and agents, attorneys, representatives and the
 2 predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

3 1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy,
 4 LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and
 5 Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650,
 6 Washington, DC 20006.

7 1.14. "Settlement Class Members" means, collectively, all members of the Settlement
 8 Class as defined in paragraph 3 herein.

9 1.15. "Settlement Fund" shall mean those monies representing the consideration to be
 10 paid by Qantas pursuant to paragraph 11.1 of this Settlement Agreement and any interest or
 11 earnings relating to such consideration as provided for herein.

12 **2. Cooperation and Effectuation of this Settlement Agreement**

13 Plaintiffs and Qantas shall use all reasonable efforts to effectuate this Settlement
 14 Agreement, including cooperating in Plaintiffs' efforts to obtain the Court's approval of
 15 procedures (including the giving of class notice under Rules 23(c) and 23(e) of the Federal Rules
 16 of Civil Procedure) and to secure certification of the Settlement Class for settlement purposes
 17 only and the prompt, complete, and final dismissal with prejudice of the Actions as to Qantas. At
 18 least two (2) court days prior to the filing of any motions or other papers in connection with the
 19 settlement, including without limitation, the motions for preliminary approval of the settlement
 20 (as contemplated in paragraph 4.1 of this Settlement Agreement) and for final approval of the
 21 settlement (as contemplated in paragraph 7.1 of this Settlement Agreement), Plaintiffs will send
 22 these papers to Qantas.

23 **3. Class Certification**

24 In connection with Plaintiffs' motion for preliminary approval of the settlement, pursuant
 25 to paragraph 4.1 herein, Plaintiffs shall seek certification of the following Settlement Class:

26 Settlement Class: All persons and entities that purchased passenger air transportation that
 27 included at least one flight segment between the United States and Asia or Oceania from
 28

Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are governmental entities, Defendants, former defendants in the Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and immediate families.

4. Motion for Preliminary Approval

4.1. Plaintiffs, with the cooperation of Qantas, shall file with the Court a motion requesting entry of a Preliminary Approval Order, the text of which shall be agreed upon by Plaintiffs and Qantas before submission to the Court, *inter alia*:

- (a) preliminarily approving the Settlement Agreement;
- (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the Settlement Agreement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel for an award of attorneys' fees and payment of costs and expenses;
- (c) certifying the Settlement Class for settlement purposes only, and finding that each element for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure is met, on the condition that the certification shall be automatically vacated in the event the Settlement Agreement is terminated pursuant to its terms or is not approved by the Court or by any appellate Court;
- (d) approving the Parties' proposed methods for giving notice of the Settlement Agreement and the Fairness Hearing to Settlement Class Members;
- (e) approving the Parties' proposed forms of notice;

(f) setting the date by which any Settlement Class Member who seeks exclusion from a Settlement Class must submit a Request for Exclusion, which shall, subject to the Court's approval, be a date no earlier than forty-five (45) days after notice is given to Settlement Class Members, and no later than fourteen (14) days prior to the Fairness Hearing;

(g) setting the date by which any Settlement Class Member may serve written objections to the Settlement Agreement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and

(h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement Agreement by any Releasing Party.

4.2. Plaintiffs shall seek, and Qantas shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

5. Notice to Settlement Class Members

5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to Settlement Class Members for whom other Defendants have email or physical addresses, such Settlement Class Members having been determined by the Parties to be those whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. Qantas represents that the email or physical addresses or other contact information for Settlement Class Members are not reasonably available to Qantas. In addition, in order to provide notice of the settlement to those Settlement Class Members who do not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23.

1 5.2. If any other settlement class is certified by the Court in these Actions, the parties
2 to this Settlement Agreement agree that the notice program to be implemented pursuant to this
3 Settlement Agreement will be combined with notice of such other settlement class(es) as may be
4 certified by the Court. Specifically, Plaintiffs, with the explicit permission of Qantas, shall
5 include notice of this Settlement Agreement, pending approval from the Court of the notice
6 program and the inclusion of Qantas therein.

7 5.3. Qantas shall contribute U.S.D. \$100,000.00 towards the costs and expenses
8 associated with providing notice of the settlement to members of the Settlement Class pursuant to
9 the Court-approved notification plan, and Qantas shall have no further obligation to pay for the
10 costs and expenses of providing notice of the Settlement Agreement to members of the Settlement
11 Class. In the event that the settlement is not approved, Qantas shall not be entitled to any sums
12 spent or owing for purposes of the notice program as approved by the Court but shall be entitled
13 to a refund of any amounts that were not spent or are not owing at the time that the Court declines
14 to approve the settlement.

15 **6. Requests for Exclusion**

16 6.1. Any Person who wishes to seek exclusion from the Settlement Class must timely
17 submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion").
18 Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement
19 Class, shall have no rights with respect to this Settlement Agreement, and shall receive no
20 benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing
21 and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request
22 for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices
23 to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than
24 fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

25 6.2. Settlement Class Counsel shall forward a list of all Requests for Exclusion to
26 Qantas' counsel within three (3) business days of the expiration of the time for requesting
27 exclusion from the Class.
28

1 **7. Fairness Hearing**

2 7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment, the text of
3 which shall be agreed upon by Plaintiffs and Qantas before submission to the Court, *inter alia*:

4 (a) finally approving the Settlement Agreement and its terms as being fair,
5 reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of
6 Civil Procedure, and directing its consummation according to its terms;

7 (b) determining that the notices to Settlement Class Members constituted,
8 under the circumstances, the best practicable notice of this Settlement Agreement
9 and the Fairness Hearing, and constituted due and sufficient notice for all other
10 purposes to all Persons entitled to receive notice;

11 (c) directing that, as to Qantas, the Actions be dismissed with prejudice and,
12 except as provided for in this Settlement Agreement, without costs;

13 (d) permanently barring and enjoining the institution, commencement, or
14 prosecution, by any of the Releasing Parties, of any action asserting any Released
15 Claim against any Released Party, in any local, state, federal, or other court of any
16 nation, or in any agency or other authority or arbitral or other forum wherever
17 located;

18 (e) providing that any Settlement Class Member who fails to object in the
19 manner prescribed in the Settlement Agreement shall be deemed to have waived
20 any objections to the settlement and the Settlement Agreement and will forever be
21 barred from making any such objections to the settlement or the Settlement
22 Agreement;

23 (f) requiring Settlement Class Counsel to file with the Clerk of the Court a
24 record of potential members of the Settlement Class who timely and validly
25 exclude themselves from the Settlement Class, and to provide a copy of the record
26 to counsel for Qantas;

- 1 (g) retaining exclusive jurisdiction over the settlement and this Settlement
 2 Agreement, including the administration and consummation of the settlement; and
 3 (h) determining under Federal Rule of Civil Procedure 54(b) that there is no
 4 just reason for delay and directing that the judgment of dismissal as to Qantas shall
 5 be final and entered forthwith.

6 7.2. Any Settlement Class Member who has not requested exclusion from the
 7 Settlement Class and who objects to the Settlement Agreement may appear at the Fairness
 8 Hearing in person or through counsel, at their own expense, to present any evidence or argument
 9 with respect to the settlement, to the extent permitted by the Court. Written objections must be
 10 filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing,
 11 and mailed to Settlement Class Counsel and Qantas' counsel, postmarked no later than fourteen
 12 (14) days prior to the date of the Fairness Hearing. Any Settlement Class Member who fails to
 13 object in the manner prescribed herein shall be deemed to have waived any objections to the
 14 Settlement and this Settlement Agreement and will forever be barred from making any such
 15 objections to the Settlement or this Settlement Agreement.

16 **8. Effective Date of Agreement**

17 This Settlement Agreement shall become final and effective on the earliest date on which
 18 all of the following events and conditions have occurred or have been met (the "Effective Date"):

19 (a) the Court has entered the Judgment, following notice to the Settlement Class and
 20 the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the
 21 Federal Rules of Civil Procedure and dismissing the Actions against Qantas with
 22 prejudice as to all Settlement Class Members, and without costs except as specified
 23 herein; and

24 (b) the time for appeal or to seek permission to appeal from the Judgment has expired
 25 or, if appealed, approval of this Settlement Agreement and the Judgment has been
 26 affirmed in its entirety by the court of last resort to which such appeal has been taken and
 27 such affirmance has become no longer subject to further appeal or review. It is agreed
 28

1 that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All
 2 Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated
 3 times.

4 **9. Release and Covenant not to Sue**

5 9.1. Upon the Effective Date, and in consideration of the good and valuable
 6 consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is
 7 hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of
 8 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
 9 Released Claims against the Released Parties, shall have covenanted not to sue any of the
 10 Released Parties with respect to any such Released Claims, and shall be permanently barred and
 11 enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against
 12 any of the Released Parties.

13 9.2. With respect to any and all Released Claims, the Parties stipulate and agree that,
 14 upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of
 15 the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall
 16 have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and
 17 South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the
 18 Actions), each of which provides that “[a] general release does not extend to claims which the
 19 creditor does not know or suspect to exist in his favor at the time of executing the release, which
 20 if known by him must have materially affected his settlement with the debtor,” and of any
 21 similar provision, statute, regulation, rule, or principle of law or equity of any other state or
 22 territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing
 23 Parties expressly acknowledge that they may hereafter discover facts in addition to or different
 24 from those that any of them or their counsel now knows or believes to be true with respect to the
 25 subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff
 26 shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to
 27 have, and by operation of the Judgment shall have, fully, finally, and forever settled and released
 28

any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery of existence of such different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement of which this release is a part.

9.3. Upon the Effective Date, and as part of the Judgment, Qantas will waive any claim for indemnity or contribution, however denominated, against any of the Defendants in the Actions other than Qantas, arising out of or related to the claims or allegations asserted by Plaintiffs in the Actions, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and whether asserted in the Actions, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States, or elsewhere, and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

10. Reservation of Settlement Class Members' Rights

All rights of any Settlement Class Member against any Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement Class Members. Sales of passenger air transportation by Qantas shall, to the extent permitted and/or authorized by U.S. law, remain in the case against any other Defendants in the Actions as a potential basis for damage claims and shall be part of any joint and several liability claims against Defendants in the Actions or other persons or entities other than the Released Parties, to the extent permitted and/or authorized by U.S. law.

1 **11. Settlement Consideration**

2 11.1. Except for those funds to be paid under paragraph 5.3 above, the total monetary
 3 amount payable by Qantas (comprising payment to the class, costs of class notice and
 4 administration, and attorneys' fees and costs) in settlement of all claims relating to the Actions,
 5 whether purchased in the United States or outside the United States, is U.S.D. \$550,000.00.
 6 Within thirty (30) calendar days after the execution of this Settlement Agreement, Qantas will
 7 deposit the sum identified in paragraph 11.1 into an escrow account (the "Escrow Account")
 8 established by Plaintiffs. The deposited sum shall be held in the Escrow Account until there is an
 9 order from the District Court concerning distribution or use of the sum identified in paragraph
 10 11.1. The Escrow Account will be established at a bank located within the Northern District of
 11 California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow
 12 instructions mutually acceptable to Settlement Class Counsel and Qantas, and such escrow to be
 13 administered under the Court's continuing supervision and control.

14 11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be
 15 invested in instruments backed by the full faith and credit of the United States Government or
 16 fully insured by the United States Government or an agency thereof, or money market funds
 17 invested substantially in such instruments, and shall reinvest any income from these instruments
 18 and the proceeds of these instruments as they mature in similar instruments at their then-current
 19 market rates.

20 11.3. All funds held in the Escrow Account shall be deemed and considered to be in
 21 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such
 22 time as such funds shall be distributed pursuant to this Settlement Agreement and/or further
 23 order(s) of the Court.

24 11.4. Plaintiffs and Qantas intend for the Settlement Fund to be treated as being at all
 25 times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition,
 26 the Escrow Agent shall timely make such elections as necessary or advisable to carry out the
 27 provisions of paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg.

1 1.468B-I) back to the earliest permitted date. Such elections shall be made in compliance with
 2 the procedures and requirements contained in such regulations. It shall be the responsibility of
 3 the Escrow Agent to timely and properly prepare and deliver the necessary documentation for
 4 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5 11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and
 6 the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The
 7 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
 8 advisable with respect to the Settlement Fund (including without limitation the returns described
 9 in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.
 10 4) shall be consistent with paragraph 11.6 and in all events shall reflect that all Taxes, as defined
 11 below (including any estimated Taxes, interest or penalties), on the income earned by the
 12 Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

13 11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with
 14 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that
 15 may be imposed upon Qantas or any other Released Party with respect to any income earned by
 16 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
 17 "qualified settlement fund" for federal or state income tax purposes ("Taxes"); and (ii) expenses
 18 and costs incurred in connection with the operation and implementation of paragraphs 11. 6
 19 through 11. 8 (including, without limitation, expenses of tax attorneys and/or accountants and
 20 mailing and distribution costs and expenses relating to filing (or failing to file) the returns
 21 described in paragraph 11.7 ("Tax Expenses")), shall be paid out of the Settlement Fund.

22 11.7. Neither Qantas nor any other Released Party nor their respective counsel shall
 23 have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax
 24 Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund
 25 and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement
 26 Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to
 27 withhold from distribution to any claimants authorized by the Court any funds necessary to pay
 28

1 such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses
 2 (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)).
 3 Neither Qantas nor any other Released Party is responsible nor shall they have any liability
 4 therefor. Plaintiff and Qantas agree to cooperate with the Escrow Agent, each other, and their tax
 5 attorneys and accountants to the extent reasonably necessary to carry out the provisions of
 6 paragraphs 11.3 through 11.10.

7 11.8. If this Settlement Agreement does not receive final Court approval, or if the
 8 Actions are not certified as a class action for settlement purposes, or if this Settlement Agreement
 9 is terminated or voided for any reason, then all amounts paid by Qantas into the Settlement Fund
 10 (including all income earned thereon and other than costs that may already have reasonably been
 11 incurred or expended in accordance with paragraphs 5.3 and 11) shall be returned to Qantas from
 12 the Escrow Account by the Escrow Agent, along with any interest accrued thereon, within ten
 13 (10) business days after such order becomes final and non-appealable.

14 11.9. If, after all costs (including notice costs), attorneys' fees, and any other expenses
 15 have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed
 16 pro-rata to the Settlement Class in a manner consistent with a plan of allocation prepared by
 17 Settlement Class Counsel, or in Settlement Class Counsel's reasonable judgment, be made the
 18 subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with
 19 governing standards in the Ninth Circuit.

20 **12. Administration of the Settlement**

21 The costs and expenses of administration of the settlement pursuant to the terms of this
 22 Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s)
 23 shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to
 24 Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the
 25 administration of this Settlement Agreement shall be coordinated with the administration of other
 26 aspects of these Actions, including, but not limited to, any other settlement(s) entered into
 27
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1 between Plaintiffs and any other settling defendant(s) and/or the administration of any recovery
2 obtained on behalf of the class by summary judgment or trial.

3 Qantas shall not have any responsibility, financial obligation, or liability whatsoever with
4 respect to the investment, distribution, or administration of the Settlement Fund, including, but
5 not limited to, the costs and expenses of such investment, distribution and administration, except
6 as expressly otherwise provided in the Settlement Agreement.

7 **13. Withdrawal From or Modification of the Settlement Agreement**

8 If the Court declines to approve this Settlement Agreement or any material part hereof, or
9 if such approval is materially modified or set aside on appeal, or if the Court does not enter the
10 Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review,
11 such Judgment is not affirmed or is materially modified, then Qantas and Plaintiffs shall each, in
12 their respective sole discretion, have the option to rescind this Settlement Agreement in its
13 entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement
14 Agreement), the Settlement Agreement does not receive final Court approval, then the
15 certification of the Settlement Class shall become null and void without further Court action, and
16 shall not be used or referred to for any further purpose in the Action or in any other action or
17 proceeding, and shall not prejudice any party in arguing for or against class certification in this
18 Action or in any other proceeding.

19 A modification or reversal on appeal of any amount of Settlement Class Counsel's fees
20 and expenses awarded by the Court or any plan of allocation of the Settlement Fund shall not be
21 deemed a modification of all or a part of the terms of this Settlement Agreement or the Judgment.

22 **14. Cooperation**

23 14.1. Qantas agrees to perform the following acts following execution of this
24 Settlement Agreement:

- 25 (a) respond in good faith to questions posed by Settlement Class Counsel concerning the
26 transactional data previously produced by Qantas.

1 (b) Provide assistance reasonably necessary to establish the admissibility of all documents
2 it has produced, including, as reasonably necessary, producing at trial in person, by
3 deposition or by affidavit, whichever is legally required, representatives to testify as to
4 the genuineness, status as business records, and authenticity of documents.

5 (c) Making Qantas' lead counsel available for up to a total of three (3) meetings via
6 telephone or in Washington, D.C. for reasonable consultation, including but not
7 limited to consultation regarding the involvement of other airlines in the alleged
8 conspiracy, the interpretation of documents, and about the airline industry in general.
9 A meeting for the purposes of this paragraph shall last no longer than four hours.

10 (d) Making available, upon reasonable notice and at mutually agreed dates, for interview
11 via telephone, or at a location or locations of Qantas' choice, up to two (2) current
12 and/or former Qantas employees, to be agreed upon by Settlement Class Counsel and
13 counsel for Qantas, to (i) provide information about Plaintiffs' substantive allegations
14 or (ii) provide a declaration about factual matters asserted by any Defendant(s)
15 seeking summary disposition of these Actions before trial or to authenticate
16 documents, it being understood that as to any former employee, Qantas' obligation
17 under this clause is to use reasonable efforts to make such former employee
18 available. An interview for the purposes of this paragraph shall last no longer than
19 four hours. In the event that Plaintiffs believe more time is necessary for any
20 interview conducted pursuant to this paragraph, they may request additional time from
21 Qantas and Qantas shall consider such request in good faith. Witnesses under this
22 section shall also be made available to testify at trial as needed. This paragraph is not
23 intended to create any obligation on the part of Qantas if Qantas lacks knowledge
24 concerning the factual basis of any motion for summary disposition filed or about
25 Plaintiffs' substantive allegations.

26 (e) Providing assistance reasonably necessary to notify the class of this Settlement
27 Agreement and the fairness hearing contemplated in Paragraph 7, above.
28

(f) The cooperation obligations of Qantas under this section are to be carried out in utmost good faith for the maximum benefit of the Plaintiffs and the class they purport to represent.

(g) In connection with its provision of information and testimony under this Settlement Agreement, Qantas shall have the right to assert the attorney-client privilege, attorney work-product protection, joint defense or any other protection, privilege or immunity available under United States law.

14.2. All documents and information provided pursuant to paragraph 14.1 shall be confidential and shall be used only in connection with the Actions and only as provided under the terms of the Protective Order. The confidentiality requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class counsel even in the event that the Settlement Agreement is terminated or rescinded, rejected by the Court, or otherwise fails to take or remain in effect.

14.3. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by which Plaintiffs and Settlement Class counsel may obtain discovery from Qantas or the Released Parties, whether under the Federal Rules of Civil Procedure or the laws or rules of any other jurisdiction.

15. No Admissions

15.1. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Actions and to compromise claims that are contested, and it shall not be deemed an admission by any party as to the merits of any claim or defense or any allegation made in the Actions.

15.2. The Parties acknowledge that Qantas is entering into this Settlement Agreement to eliminate the distraction, burden and expense of protracted litigation. Neither the settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement or this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, Qantas' conduct having violated the laws of any state,

country, or other jurisdiction or of having caused any harm to any Person. Neither the settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the Settlement Agreement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Settlement Class Counsel's Attorneys' Fees and Expenses

16.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. Qantas agrees that Settlement Class Counsel may withdraw from the Settlement Fund any amount awarded by the Court for attorneys' fees and costs five (5) days following the Court's award, subject to an appropriate financial undertaking required by the Court in the event of an appeal of the Court's award of attorneys' fees and expenses.

16.2. Qantas shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

16.3. Except as otherwise provided herein, Plaintiffs and Qantas shall each be responsible for bearing their own costs and fees and expenses incurred in this Action. Qantas

1 shall not be liable for any costs, fees, or expenses of Plaintiffs' respective attorneys, experts,
 2 advisors, agents, or representatives, but all such costs, fees, and expenses may be paid out of the
 3 Settlement Fund, or as provided under Paragraph 5.3, or as otherwise approved by the Court.

4 **17. Miscellaneous Provisions**

5 17.1. Qantas expressly represents that it has obtained all required approvals from its
 6 management for this Settlement Agreement.

7 17.2. This Settlement Agreement shall constitute the entire agreement between the
 8 Parties pertaining to the settlement of the Actions against Qantas and supersedes any and all prior
 9 and contemporaneous undertakings of the Parties in connection therewith. The terms of the
 10 Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs,
 11 executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-
 12 interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto
 13 through any of the parties hereto including any Settlement Class Members.

14 17.3. This Settlement Agreement may be modified or amended only by a writing
 15 executed by Plaintiffs and Qantas, subject (if after preliminary or final approval by any court) to
 16 approval by the Court. Amendments and modifications may be made without notice to the
 17 Settlement Class unless notice is required by law or by the Court.

18 17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement
 19 Agreement or any provision hereof for the purpose of any statute, case law or rule of
 20 interpretation or construction that would or might cause any provision to be construed against the
 21 drafters hereof.

22 17.5. Plaintiffs and Qantas acknowledge that they have been represented by counsel, and
 23 have made their own investigations of the matters covered by this Settlement Agreement to the
 24 extent they have deemed it necessary to do so. Therefore, Plaintiffs and Qantas and their
 25 respective counsel agree that they will not seek to set aside any part of the Settlement Agreement
 26 on the grounds of mistake. Moreover, Plaintiffs and Qantas and their respective counsel
 27 understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other
 28

1 than, different from, or contrary to the facts now known to them or believed by them to be true,
 2 and further agree that the Settlement Agreement shall be effective in all respects and shall not be
 3 subject to termination, modification, or rescission by reason of any such difference in facts.

4 17.6. All terms of this Settlement Agreement shall be governed by and interpreted
 5 according to the substantive laws of the State of California, without regard to its choice of law or
 6 conflicts of laws principles.

7 17.7. This Settlement Agreement shall be construed and interpreted to effectuate the
 8 intent of the Parties which is to provide, through this Settlement Agreement, for a complete
 9 resolution of the Released Claims with respect to the Released Parties.

10 17.8. Nothing expressed or implied in this Settlement Agreement is intended to or shall
 11 be construed to confer upon or give any person or entity other than Class Members, Releasing
 12 Parties, and Released Parties any right or remedy under or by reason of this Settlement
 13 Agreement.

14 17.9. If any provision of this Settlement Agreement is found by a court of competent
 15 jurisdiction to be illegal, invalid or unenforceable for any reason, the remainder of this Settlement
 16 Agreement will not be affected, and, in lieu of each provision that is found illegal, invalid or
 17 unenforceable, a provision will be added as a part of this Settlement Agreement that is as similar
 18 to the illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

19 17.10. Qantas, Plaintiffs and all Settlement Class Members hereby irrevocably submit to
 20 the exclusive jurisdiction of the United States District Court for the Northern District of
 21 California for any suit, action, proceeding or dispute arising out of or relating to this Settlement
 22 Agreement or the applicability of this Settlement Agreement, including, without limitation, any
 23 suit, action, proceeding or dispute relating to the release provisions herein.

24 17.11. This Settlement Agreement may be executed in counterparts. Facsimile or pdf
 25 signatures shall be considered as valid signatures for purposes of execution of this Settlement
 26 Agreement, but original signature pages shall thereafter be collated for filing of this Settlement
 27 Agreement with the Court.

17.12. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first written above.

Dated: ~~____~~, 2014

By: 

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Exhibit 8

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. 3:07-cv-05634-CRB-DMR

MDL No. 1913

Honorable Charles R. Breyer

This Document Relates to:

ALL ACTIONS

**SETTLEMENT AGREEMENT
 BETWEEN PLAINTIFFS AND
 SINGAPORE AIRLINES
 LIMITED**

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
 AND SINGAPORE AIRLINES LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR**

1 This Settlement Agreement, dated August 13, 2014 (the "Settlement Agreement"), is
 2 made and entered into by and among defendant Singapore Airlines Limited ("SQ") and Meor
 3 Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller, Scott Frederick, David Kuo, Dickson
 4 Leung, Brendan Maloof, Donald Wortman, Harley Oda, Roy Onomura, Shinsuke Kobayashi,
 5 Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and James Kawaguchi ("Plaintiffs"),
 6 individually and as representatives of the class of similarly situated plaintiffs as more specifically
 7 defined below, in the MDL class action In re Transpacific Passenger Air Transportation Antitrust
 8 Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before the Honorable Charles R.
 9 Breyer in the United States District Court for the Northern District of California, San Francisco
 10 Division.

11 WHEREAS, Plaintiffs have filed a complaint alleging, among other things, that SQ
 12 participated in an unlawful conspiracy or conspiracies to restrain trade, pursuant to which SQ and
 13 other defendants ("Defendants") agreed to fix, raise, maintain, and/or stabilize prices for air
 14 passenger travel, including associated surcharges, for international flights involving at least one
 15 flight segment between the United States and Asia/Oceania.

16 WHEREAS, Interim Class Counsel have concluded, after an investigation into the facts
 17 and the law, and after carefully considering the circumstances of claims made by Plaintiffs and
 18 the Class, and the possible legal and factual defenses thereto, that it is in the best interests of
 19 Plaintiffs and the Settlement Class to enter into this Settlement Agreement with SQ to avoid the
 20 uncertainties and risks of litigation, and that the Settlement set forth herein is fair, reasonable,
 21 adequate and in the best interests of the Settlement Class.

22 WHEREAS, SQ has concluded, despite its belief that there is no legal or factual basis for
 23 its liability in this matter, and that it has good defenses with respect to Plaintiffs' claims, that it is
 24 in its best interests to enter into this Settlement Agreement to avoid the burden and costs of
 25 litigation.

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 28 SETTLEMENT AGREEMENT BETWEEN
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1 WHEREAS, Plaintiffs and SQ agree that neither this Settlement Agreement nor any
 2 statement made in the negotiation thereof shall be deemed or construed to be an admission by or
 3 evidence against SQ or any of its alleged co-conspirators or evidence of the truth of any of
 4 Plaintiffs' allegations;

5 WHEREAS, Interim Class Counsel and SQ have engaged in arm's-length settlement
 6 negotiations and have reached this Settlement Agreement, which embodies all of the terms and
 7 conditions of the Settlement between Plaintiffs and SQ, subject to approval of the Court.

8 NOW, THEREFORE, in consideration of the promises, mutual promises, covenants,
 9 agreements and releases set forth herein and for other good and valuable consideration, and
 10 incorporating the above recitals herein, it is agreed by the undersigned, on behalf of SQ,
 11 Plaintiffs, and the Settlement Class, that the Actions and all claims of Plaintiffs and the
 12 Settlement Class that have been or could be asserted in the Actions be settled, compromised and
 13 dismissed on the merits and with prejudice as to SQ and, except as hereinafter provided, without
 14 costs as to Plaintiffs, the Settlement Class or SQ, subject to court approval, on the following terms
 15 and conditions:

16 **1. Definitions**

17 1.1. "Actions" means the class action captioned In re Transpacific Passenger Air
 18 Transportation Antitrust Litigation, 07-cv-5634-CRB, MDL No. 1913, currently pending before
 19 the Honorable Charles R. Breyer in the United States District Court for the Northern District of
 20 California, San Francisco Division, and all actions relating to the claims alleged in "Plaintiffs'
 21 Second Amended Consolidated Class Action Complaint" filed in that litigation that were
 22 originally filed in the United States District Court for the Northern District of California, those
 23 that have been or are subsequently filed in or transferred for coordinated pretrial proceedings to
 24 such court by the Judicial Panel on Multidistrict Litigation as part of MDL No. 1913, all actions
 25 that may be transferred or filed in the future, and all actions that are otherwise based on the
 26 conduct alleged in the above-captioned litigation.

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1 1.2. "Court" means the United States District Court for the Northern District of
2 California.

3 1.3. "Effective Date" means the earliest date on which all of the events and conditions
4 specified in paragraph 8 herein have occurred or have been met.

5 1.4. "Judgment" means a final order of judgment, dismissal, and approval of the
6 Settlement, to be rendered by the Court.

7 1.5. "Parties" means Plaintiffs, Settlement Class Members, and SQ.

8 1.6. "Defendants" means Air France, Air New Zealand, All Nippon Airways Company,
9 Limited, Cathay Pacific Airways Limited, China Airlines Limited, Continental Airlines, Inc.,
10 EVA Airways Corporation, Japan Airlines International Company, Ltd. ("JAL"); Malaysian
11 Airline System Berhad, Philippine Airlines, Inc., Qantas Airways Limited, Singapore Airlines
12 Limited, Thai Airways International Public Co., Ltd., and Vietnam Airlines Company Limited.

13 1.7. "Person" means an individual or an entity.

14 1.8. "Plaintiffs" means Meor Adlin, Franklin Ajaye, Andrew Barton, Rachel Diller,
15 Scott Frederick, David Kuo, Dickson Leung, Brendan Maloof, Donald Wortman, Harley Oda,
16 Roy Onomura, Shinsuke Kobayashi, Patricia Lee, Nancy Kajiyama, Della Ewing Chow, and
17 James Kawaguchi, and any other plaintiffs designated by the Court as class representatives,
18 individually and on behalf of the Settlement Class.

19 1.9. "Preliminary Approval Order" means an order preliminarily approving the
20 Settlement, to be rendered by the Court.

21 1.10. "Released Claims" means any and all claims, demands, actions, suits, and causes
22 of action, whether class, individual, or otherwise, damages, and liabilities of any nature, including
23 without limitation claims for costs, expenses, penalties, and attorneys' fees, that the Releasing
24 Parties, or any one of them, ever had, now has, or hereafter can, shall, or may have, directly,
25 representatively, derivatively, or in any other capacity, against the Released Parties or any of
26 them, whether such claims are based on federal, state, local, statutory, or common law, or any
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other law, code, rule, or regulation of any country or other jurisdiction worldwide, regardless of whether such claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, or claims that have been, could have been, or in the future might have in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date, concerning the purchase of passenger air transportation between the United States and Asia/Oceania, including but not limited to the pricing, selling, discounting, or marketing of one-way and round-trip passenger air transportation between the United States and Asia/Oceania (but only to the extent such transportation originated in the United States) by SQ or Defendants or their alleged co-conspirators, including, without limitation, pricing of fares or fuel surcharges or any other element of, component of, or surcharge upon such pricing, or with respect to the facts, occurrences, transactions or other matters that were alleged or could have been alleged in the Second Amended Consolidated Class Action Complaint in the above-captioned matter or in the complaints in any of the Actions.

1.11. "Released Parties" means, jointly and severally, individually and collectively: SQ, its present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Released Parties.

1.12. "Releasing Parties" means, jointly and severally, and individually and collectively: Plaintiffs and all Settlement Class Members who do not exclude themselves from the Settlement Class in the manner directed by the Court in its order preliminarily approving this Settlement, their present and former parents, subsidiaries, divisions and affiliates, each of their respective past and present officers, directors, employees and agents, attorneys, representatives and the

predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by or under common control with any of the Releasing Parties.

1.13. "Settlement Class Counsel" means the law firms of Cotchett Pitre & McCarthy, LLP, San Francisco Airport Center, 840 Malcolm Road, Suite 200, Burlingame, CA 94010 and Hausfeld, LLP, 44 Montgomery Street, San Francisco, CA, 94104 and 1700 K Street, Suite 650, Washington, DC 20006.

1.14. "Settlement Class Members" means, collectively, all members of the Settlement Class as defined in paragraph 3 herein.

1.15. "Settlement Fund" shall mean those monies representing the consideration to be paid by SQ pursuant to paragraph 11.1 of this Agreement and any interest or earnings relating to such consideration as provided for herein.

2. Cooperation and Effectuation of this Agreement

Plaintiffs and SQ shall use all reasonable efforts to effectuate this Agreement, including cooperating in Plaintiffs' efforts to obtain the Court's approval of procedures (including the giving of class notice under Rules 23(c) and 23(e) of the Federal Rules of Civil Procedure) and to secure certification of the Settlement Class for settlement purposes only and the prompt, complete, and final dismissal with prejudice of the Actions as to SQ. At least 5 court days prior to the filing of any motions or other papers in connection with the Settlement, including without limitation, the motions for preliminary approval of the Settlement (as contemplated in paragraph 4.1 of this Agreement) and for final approval of the Settlement (as contemplated in paragraph 7.1 of this Agreement), Plaintiffs will send these papers to SQ. The text of any proposed form of order approving the Settlement Agreement shall be agreed upon by Plaintiffs and SQ before it is submitted to the Court.

3. Class Certification

In connection with Plaintiffs' motion for preliminary approval of the Settlement,

pursuant to paragraph 4.1 herein, Plaintiffs shall seek certification of the following Settlement Class:

Settlement Class: All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date. Excluded from the class are purchases of passenger air transportation between the United States and the Republic of South Korea purchased from Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. Also excluded from the class are governmental entities, Defendants, former defendants in the Actions, any parent, subsidiary or affiliate thereof, and Defendants' officers, directors, employees and immediate families.

4. Motion for Preliminary Approval

4.1. Plaintiffs, with the cooperation of SQ, shall file with the Court a motion requesting entry of a Preliminary Approval Order, *inter alia*:

- (a) preliminarily approving the Settlement;
- (b) scheduling a hearing (the "Fairness Hearing") to consider (i) whether the Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members, and whether the Judgment should be entered dismissing the claims of Plaintiffs and all Settlement Class Members on the merits and with prejudice; and (ii) whether to approve any application by Settlement Class Counsel for an award of attorneys' fees and payment of costs and expenses;
- (c) certifying the Settlement Class for settlement purposes only, and finding that each element for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure is met;
- (d) approving the Parties' proposed methods for giving notice of the Settlement and the Fairness Hearing to Settlement Class Members;

(e) approving the Parties' proposed forms of notice;

(f) setting the date by which any Settlement Class Member who seeks exclusion from a Settlement Class must submit a Request for Exclusion, which shall, subject to the Court's approval, be a date no earlier than forty-five (45) days after notice is given to Settlement Class Members, and no later than fourteen (14) days prior to the Fairness Hearing;

(g) setting the date by which any Settlement Class Member may serve written objections to the Settlement or to any application by Settlement Class Counsel for attorneys' fees and expenses, which shall, subject to the Court's approval, be fourteen (14) days prior to the Fairness Hearing; and

(h) enjoining initiation, commencement, or prosecution of any action or claim that is subject to the release and dismissal contemplated by this Settlement, by any Releasing Party.

4.2. Plaintiffs shall seek, and SQ shall support, certification solely for purposes of this Settlement of the Settlement Class as defined herein, and appointment of Settlement Class Counsel as lead counsel for purposes of this Settlement Agreement.

5. Notice to Settlement Class Members

5.1. In accordance with the requirements of Federal Rule of Civil Procedure 23 and due process, individual notice shall be given to those Settlement Class Members whom the Parties can identify with reasonable effort, in accordance with Federal Rule of Civil Procedure 23 and to the extent not prohibited by law. In addition, in order to provide notice of the settlement to those Settlement Class Members who do not receive individual notice pursuant to paragraph 5.1 herein, notice shall be given by publication in such manner and scope as is reasonable, and consistent with the requirements of Federal Rule of Civil Procedure 23. Plaintiffs shall develop, with the cooperation of SQ, the details of the publication notice program. Plaintiffs shall submit an agreed publication notice program to the Court or, in the absence of agreement upon the publication

1 notice program, Plaintiffs shall submit their proposed publication notice program to the Court and
 2 SQ shall submit any objections within ten (10) days thereafter.

3 5.2. If any other settlement class is certified by the Court in these Actions, the parties
 4 to this Settlement Agreement agree that the notice program to be implemented pursuant to this
 5 Settlement Agreement may be combined with notice of such other settlement class(es) as may be
 6 certified by the Court.

7 5.3. The costs and expenses associated with providing notice of the settlement to
 8 members of the Settlement Class pursuant to the Court-approved notification plan shall be paid
 9 from the Settlement Fund, and SQ shall have no further obligation to pay for the costs and
 10 expenses of providing notice of the Settlement to members of the Settlement Class.

11 **6. Requests for Exclusion**

12 6.1. Any Person that wishes to seek exclusion from the Settlement Class must timely
 13 submit a written request for exclusion as provided in this paragraph (a "Request for Exclusion").
 14 Any Person who timely submits a Request for Exclusion shall be excluded from the Settlement
 15 Class, shall have no rights with respect to this Settlement Agreement, and shall receive no
 16 benefits as provided in this Settlement Agreement. A Request for Exclusion must be in writing
 17 and state the name, address, and telephone number of the Person(s) seeking exclusion. A Request
 18 for Exclusion must be mailed to Settlement Class Counsel at the address provided in the notices
 19 to Settlement Class Members and postmarked (or mailed by overnight delivery) no later than
 20 fourteen (14) days prior to the date set for the Fairness Hearing or any other date set by the Court.

21 6.2. Settlement Class Counsel shall forward a list of all Requests for Exclusion to SQ's
 22 counsel within three (3) business days of the expiration of the time for requesting exclusion from
 23 the Class.

24 **7. Fairness Hearing**

25 7.1. At the Fairness Hearing, Plaintiffs shall seek entry of a Judgment *inter alia*:
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(a) finally approving the Settlement and its terms as being fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation according to its terms;

(b) determining that the notices to Settlement Class Members constituted, under the circumstances, the best practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;

(c) directing that, as to SQ, the Actions be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;

(d) permanently barring and enjoining the institution, commencement, or prosecution, by any of the Releasing Parties, of any action asserting any Released Claim against any Released Party, in any local, state, federal, or other court of any nation, or in any agency or other authority or arbitral or other forum wherever located;

(e) providing that any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement shall be deemed to have waived any objections to the settlement and the Settlement Agreement and will forever be barred from making any such objections to the Settlement or the Settlement Agreement;

(f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and

(g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to SQ shall be final and entered forthwith.

7.2. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to the Settlement may appear at the Fairness Hearing in person

or through counsel, at their own expense, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. Written objections must be filed with the Court no later than fourteen (14) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and SQ's counsel, postmarked no later than fourteen (14) days prior to the date of the Fairness Hearing. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement and this Settlement Agreement and will forever be barred from making any such objections to the Settlement or this Settlement Agreement.

8. Effective Date of Agreement

This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met (the "Effective Date"):

(a) the Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Actions against SQ with prejudice as to all Settlement Class Members, and without costs except as specified herein; and

(b) the time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

9. Release and Covenant not to Sue

9.1. Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Settlement Agreement, the sufficiency and receipt of which is hereby acknowledged, each of the Releasing Parties shall be deemed to have, and by operation of

1 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
2 Released Claims against the Released Parties, shall have covenanted not to sue any of the
3 Released Parties with respect to any such Released Claims, and shall be permanently barred and
4 enjoined from instituting, commencing, prosecuting or asserting any such Released Claim against
5 any of the Released Parties.

6 9.2. With respect to any and all Released Claims, the Parties stipulate and agree that,
7 upon the Effective Date, Plaintiffs shall expressly waive, and, upon the Effective Date, each of
8 the Releasing Parties shall be deemed to have waived, and by operation of the Judgment shall
9 have waived, the provisions, rights, and benefits of California Civil Code Section 1542 and
10 South Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to the
11 Actions), each of which provides that “[a] general release does not extend to claims which the
12 creditor does not know or suspect to exist in his favor at the time of executing the release, which
13 if known by him must have materially affected his settlement with the debtor,” and of any
14 similar provision, statute, regulation, rule, or principle of law or equity of any other state or
15 territory of the United States or any other applicable jurisdiction. Plaintiffs and Releasing
16 Parties expressly acknowledge that they may hereafter discover facts in addition to or different
17 from those that any of them or their counsel now knows or believes to be true with respect to the
18 subject matter of the Released Claims or otherwise, but upon the Effective Date each Plaintiff
19 shall expressly have, and, upon the Effective Date, each Releasing Party shall be deemed to
20 have, and by operation of the Judgment shall have, fully, finally, and forever settled and released
21 any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
22 contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon
23 any theory of law or equity now existing or coming into existence in the future, including, but
24 not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach
25 of any duty, law, or rule, without regard to the subsequent discovery of existence of such
26 different or additional facts. Plaintiffs acknowledge, and the Releasing Parties shall be deemed

1 to have acknowledged, and by operation of the Judgment shall have acknowledged, that the
 2 foregoing waiver was separately bargained for and a key element of the Settlement of which this
 3 release is a part.

4 9.3. Upon the Effective Date, and as part of the Judgment, SQ will waive any claim for
 5 indemnity or contribution, however denominated, against any of the Defendants in the Actions
 6 other than SQ, arising out of or related to the payment set forth in paragraph 11.1 and the
 7 settlement of the claims or allegations asserted by Plaintiffs in the Actions, whether arising under
 8 state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, and
 9 whether asserted in the Actions, in this Court, in any federal or state court, or in any other court,
 10 arbitration proceeding, administrative agency, or other forum in the United States, or elsewhere,
 11 and all such claims shall be deemed extinguished, discharged, satisfied and unenforceable.

12 **10. Reservation of Settlement Class Members' Rights**

13 All rights of any Settlement Class Member against any co-conspirator or any other
 14 Person other than the Released Parties are specifically reserved by Plaintiffs and the Settlement
 15 Class Members. Sales of passenger air transportation by SQ shall, to the extent permitted and/or
 16 authorized by U.S. law, remain in the case against any other future defendants in the Actions as a
 17 potential basis for damage claims and shall be part of any joint and several liability claims against
 18 future defendants in the Actions or other persons or entities other than the Released Parties.

19 **11. Settlement Consideration**

20 11.1. The total monetary amount payable by SQ (comprising payment to the class, costs
 21 of class notice and administration, and attorneys' fees and costs) in settlement of all claims
 22 relating to the Actions, whether purchased in the United States or outside the United States, is
 23 U.S.D. \$9,200,000.00. Within sixty (60) calendar days after the execution of this Agreement, SQ
 24 will deposit the sum identified in paragraph 11.1 into an escrow account (the "Escrow Account")
 25 established by Plaintiffs. The deposited sum shall be held in the Escrow Account until there is an
 26 order from the District Court concerning distribution or use of the sum identified in paragraph
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1 11.1. The Escrow Account will be established at a bank located within the Northern District of
2 California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow
3 instructions mutually acceptable to Settlement Class Counsel and SQ, such escrow to be
4 administered under the Court's continuing supervision and control.

5 11.2. The Escrow Agent shall cause the funds deposited in the Escrow Account to be
6 invested in instruments backed by the full faith and credit of the United States Government or
7 fully insured by the United States Government or an agency thereof, or money market funds
8 invested substantially in such instruments, and shall reinvest any income from these instruments
9 and the proceeds of these instruments as they mature in similar instruments at their then-current
10 market rates.

11 11.3. All funds held in the Escrow Account shall be deemed and considered to be in
12 custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such
13 time as such funds shall be distributed pursuant to this Settlement Agreement and/or further
14 order(s) of the Court.

15 11.4. Plaintiffs and SQ intend for the Settlement Fund to be treated as being at all times
16 a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the
17 Escrow Agent shall timely make such elections as necessary or advisable to carry out the
18 provisions of paragraph 11.6, including the "relation-back election" (as defined in Treas. Reg.
19 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with
20 the procedures and requirements contained in such regulations. It shall be the responsibility of
21 the Escrow Agent to timely and properly prepare and deliver the necessary documentation for
22 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

23 11.5. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and
24 the regulations promulgated thereunder the "administrator" shall be the Escrow Agent. The
25 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
26 advisable with respect to the Settlement Fund (including without limitation the returns described
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in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in paragraph 11.4) shall be consistent with paragraph 11.6 and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in paragraph 11.8 hereof.

11.6. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon SQ or any other Released Party with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of paragraphs 11.6 through 11.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraph 11.7 (“Tax Expenses”)), shall be paid out of the Settlement Fund.

11.7. Neither SQ nor any other Released Party nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid, subject to Court approval, by the Escrow Agent out of the Settlement Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2 (1)(2)). Neither SQ nor any other Released Party is responsible nor shall they have any liability therefor. Plaintiff and SQ agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 11.3 through 11.10.

11.8. If this Agreement does not receive final Court approval, or if the Actions are not certified as a class action for settlement purposes, or if this Agreement is terminated or voided for any reason, then all amounts paid by SQ into the Settlement Fund (other than costs that may already have reasonably been incurred or expended in accordance with paragraphs 5.3 and 11) shall be returned to SQ from the Escrow Account by the Escrow Agent, along with any interest accrued thereon, within ten (10) business days after such order becomes final and non-appealable.

11.9. If, after all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed pro-rata to the Settlement Class in a manner consistent with a plan of allocation prepared by Settlement Class Counsel, or in Settlement Class Counsel's reasonable judgment, be made the subject of an application to the Court by Plaintiffs for *cy pres* distribution in accordance with governing standards in the Ninth Circuit.

11.10. SQ shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Escrow Account, including (but not limited to) the costs and expenses of such investment, distribution or administration.

12. Administration of the Settlement

The costs and expenses of administration of the settlement pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement Fund. The Claims Administrator(s) shall, on a monthly basis, submit invoices, with appropriate supporting documentation, to Settlement Class Counsel for payment from the Escrow Account. To the extent practicable, the administration of this Settlement shall be coordinated with the administration of other aspects of these Actions, including, but not limited to, any other settlement(s) entered into between Plaintiffs and any other settling defendant(s) and/or the administration of any recovery obtained on behalf of the class by summary judgment or trial. SQ shall not have any responsibility, financial obligation, or liability whatsoever with respect to the administration of the settlement.

13. Withdrawal From or Modification of the Settlement

If the Court declines to approve this Settlement Agreement or any material part hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Judgment, or if the Court enters the Judgment and appellate review is sought and, on such review, such Judgment is not affirmed or is materially modified, then SQ and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety. If for any reason (including a party's exercise of a valid right to rescind this Settlement Agreement), the Settlement Agreement does not receive final Court approval, then the certification of the Settlement Class shall become null and void without further Court action, and shall not be used or referred to for any further purpose in the Actions or in any other action or proceeding, and shall not prejudice any party in arguing for or against contested class certification in the Actions or in any other proceeding.

14. Cooperation

14.1. SQ agrees to perform the following acts following execution of this Agreement:

- (a) SQ's counsel shall endeavor to respond in good faith to a limited number of reasonable questions posed by Settlement Class Counsel concerning the transactional data previously produced by SQ.
- (b) Provide assistance reasonably necessary to establish the admissibility of all documents it has produced, including, as reasonably necessary, producing at trial in person, by deposition or by affidavit, whichever is legally required, representatives to testify as to the genuineness, status as business records, and authenticity of documents. Plaintiffs will reimburse SQ for reasonable travel expenses associated with making available witnesses at trial in person or by deposition.
- (c) Meeting and conferring on making available no more than two (2) employees as declarant(s) and/or deponents with knowledge of the factual matters asserted by any Defendant(s) seeking summary disposition of these Actions before trial and with the

1 ability to authenticate documents relevant to the motion(s) for summary disposition.

2 This paragraph is not intended to create any obligation on the part of SQ if SQ lacks
3 knowledge concerning the factual basis of the Defendants' motion(s).

4 (d) Making SQ's lead counsel available for up to a total of three (3) meetings for
5 reasonable consultation, including but not limited to consultation regarding the
6 involvement of other airlines in the alleged conspiracy, the interpretation of
7 documents, and about the airline industry in general. A meeting for the purposes of
8 this paragraph shall last no longer than four hours.

9 (e) Making available, upon reasonable notice and on mutually agreed dates, for interview
10 at a location or locations of SQ's choice up to two (2) current and/or former SQ
11 employee witnesses, to be agreed upon by Settlement Class Counsel and counsel for
12 SQ, to provide information about Plaintiffs' substantive allegations, it being
13 understood that as to any former employee, SQ's obligation under this clause is to use
14 reasonable efforts to make such former employee available. Upon request of the
15 witness, Plaintiffs shall provide a translator for interviews at Plaintiffs' expense. An
16 interview for the purposes of this paragraph shall last no longer than four hours. In
17 the event that Plaintiffs believe more time is necessary for any interview conducted
18 pursuant to this paragraph, they may request additional time from SQ and SQ shall
19 consider such request in good faith.

20 (f) Providing assistance reasonably necessary to notify the class of this Settlement
21 Agreement and the fairness hearing contemplated in Paragraph 7, above.

22 14.2. All documents and information provided pursuant to paragraph 14.1 may only be
23 used in connection with the Actions and may not be used to prosecute claims against the
24 Released Parties.

25 14.3. All documents and information provided pursuant to paragraph 14.1 shall be
26 treated as confidential under the terms of the Protective Order entered in the Actions and shall be
27

1 used only as provided under the terms of the Protective Order. The confidentiality
 2 requirements of this paragraph shall continue to bind Plaintiffs and Settlement Class counsel
 3 even in the event that the Settlement Agreement is terminated or rescinded, rejected by the
 4 Court, or otherwise fails to take or remain in effect.

5 14.4. In connection with the provision of information, testimony and documents under
 6 this Settlement Agreement, SQ shall have the right to assert the attorney-client privilege,
 7 attorney work product protection, joint defense privilege or any other protection, privilege or
 8 immunity available under United States law, and to assert the attorney-client privilege, attorney
 9 work-product protection, joint defense privilege or any similar privilege under foreign law. If
 10 any document protected by the attorney-client privilege, attorney work-product protection, joint
 11 defense privilege or any other protection, privilege or immunity is inadvertently produced it shall
 12 be promptly returned to SQ, and its production shall in no way be construed to have waived any
 13 applicable privilege or protection.

14 14.5. The cooperation set forth in paragraph 14.1 shall constitute the exclusive means by
 15 which Plaintiffs and Settlement Class counsel may obtain discovery and information from the
 16 Released Parties, whether informally or under the Federal Rules of Civil Procedure or the laws
 17 or rules of any other jurisdiction.

18 **15. No Admissions**

19 15.1. The Parties intend the Settlement as described herein to be a final and complete
 20 resolution of all disputes between them with respect to the Actions and to compromise claims
 21 that are contested, and it shall not be deemed an admission by any party as to the merits of any
 22 claim or defense or any allegation made in the Actions.

23 15.2. The Parties acknowledge that SQ is entering into this Settlement to eliminate the
 24 burden and expense of protracted litigation. Neither the Settlement nor this Settlement
 25 Agreement, nor any act performed or document executed pursuant to or in furtherance of the
 26 Settlement or this Settlement Agreement is or may be deemed to be or may be used as an
 27

admission of, or evidence of, SQ's conduct having violated the laws of any state, country, or other jurisdiction or of having caused any harm to any Person. Neither the Settlement nor this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, shall be admissible in any proceeding for any purpose, except to consummate or enforce the terms of the Settlement, and except that the Released Parties may file this Settlement Agreement or the Judgment in any action for any purpose, including, but not limited to, in support of a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Settlement Class Counsel's Attorneys' Fees and Expenses

16.1. The procedure for, and the allowance or disallowance by the Court of, any application by Settlement Class Counsel for attorneys' fees and expenses are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceeding relating to any application for, or approval of, attorneys' fees and expenses, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment. SQ agrees that Settlement Class Counsel may withdraw from the Settlement Fund any amount awarded by the Court for attorneys' fees and costs five days following the Court's award, subject to an appropriate financial undertaking required by the Court in the event of an appeal of the Court's award of attorneys' fees and expenses.

16.2. SQ shall have no responsibility for, and no liability whatsoever with respect to, the division of attorneys' fees and expenses among Settlement Class Counsel, and any negotiation or dispute among Settlement Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment.

1 16.3. Except as otherwise provided herein, Plaintiffs and SQ shall each be responsible
2 for bearing their own costs and fees incurred in the Actions.

3 **17. Miscellaneous Provisions**

4 17.1. SQ expressly represents that it has obtained all required approvals from its
5 management for this Settlement Agreement.

6 17.2. This Settlement Agreement shall constitute the entire agreement between the
7 Parties pertaining to the Settlement of the Actions against SQ and supersedes any and all prior
8 and contemporaneous undertakings of the Parties in connection therewith. The terms of the
9 Settlement Agreement are and shall be binding upon each of the Parties hereto, their heirs,
10 executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-
11 interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto
12 through any of the parties hereto including any Settlement Class Members.

13 17.3. This Settlement Agreement may be modified or amended only by a writing
14 executed by Plaintiffs and SQ, subject (if after preliminary or final approval by any court) to
15 approval by the Court. Amendments and modifications may be made without notice to the
16 Settlement Class unless notice is required by law or by the Court.

17 17.4. None of the Parties hereto shall be considered to be the drafter of this Settlement
18 Agreement or any provision hereof for the purpose of any statute, case law or rule of
19 interpretation or construction that would or might cause any provision to be construed against the
20 drafters hereof.

21 17.5. Plaintiffs and SQ acknowledge that they have been represented by counsel, and
22 have made their own investigations of the matters covered by this Settlement Agreement to the
23 extent they have deemed it necessary to do so. Therefore, Plaintiffs and SQ and their respective
24 counsel agree that they will not seek to set aside any part of the Settlement Agreement on the
25 grounds of mistake. Moreover, Plaintiffs and SQ and their respective counsel understand, agree,
26 and expressly assume the risk that any fact may turn out hereinafter to be other than, different
27

1 from, or contrary to the facts now known to them or believed by them to be true, and further agree
2 that the Settlement Agreement shall be effective in all respects and shall not be subject to
3 termination, modification, or rescission by reason of any such difference in facts.

4 17.6. All terms of this Settlement Agreement shall be governed by and interpreted
5 according to the substantive laws of the State of California, without regard to its choice of law or
6 conflicts of laws principles.

7 17.7. SQ, Plaintiffs and all Settlement Class Members hereby irrevocably submit to the
8 exclusive jurisdiction of the United States District Court for the Northern District of California
9 for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement
10 or the applicability of this Settlement Agreement, including, without limitation, any suit, action,
11 proceeding or dispute relating to the release provisions herein.

12 17.8. This Settlement Agreement may be executed in counterparts. Facsimile or pdf
13 signatures shall be considered as valid signatures for purposes of execution of this Settlement
14 Agreement, but original signature pages shall thereafter be collated for filing of this Settlement
15 Agreement with the Court.

16 17.9. Each of the undersigned attorneys represents that he or she is fully authorized to
17 enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court
18 approval, and the undersigned Settlement Class Counsel represent that they are authorized to
19 execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class.

20 IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives
21 have agreed to this Settlement Agreement as of the date first written above.

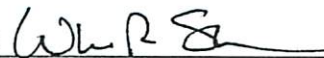
22 Dated: 8/13, 2014
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24
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26
27

1 By:



2 Christopher L. Lebsack
3 **Hausfeld LLP**
4 44 Montgomery Street
5 San Francisco, CA 94111
(415) 633-1908 (telephone)
(415) 358-4980 (facsimile)

By:



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6 *Co-Counsel for Plaintiffs and Settlement*
7 *Class Counsel*

Counsel for Singapore Airlines Limited

8 By:



9 Steven N. Williams
10 **Cotchett, Pitre & McCarthy, LLP**
11 San Francisco Airport Office Center
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13 *Co-Counsel for Plaintiffs and Settlement*
14 *Class Counsel*

25
26
27
28 SETTLEMENT AGREEMENT BETWEEN
PLAINTIFFS AND SINGAPORE AIRLINES LIMITED; CASE NO. 3:07-cv-05634 CRB-DMR

Exhibit 9



Agent Agreement

Instructions

Attached is an IATAN Agent Agreement, which you should complete and return as soon as possible. Upon approval of your application the fully executed Agreement will be returned to you for safe keeping, together with your Certificate of Appointment.

When completing the Agreement, please ensure that the following steps are taken:

1. **Do not date the Agreement.** The date will be included by IATAN upon accreditation of your entity.
2. The complete legal name and address of your entity should be typed or printed on page 2.
3. The signature of the owner or officer should appear opposite "By AGENT NAME" on page 5.
4. Type their name and title on the line below opposite "TITLE" on page 5.
5. Have this Agreement notarized.
6. Return the original Agreement to IATAN with the other requested paperwork.

If you have any questions or need further assistance, please call one of our Customer Service Representatives in Accreditation Services department at 1-877-734-2826 option 1 then 5. Agents located in Puerto Rico can call one of our Customer Service Representatives in Accreditation Services department at 1-877-634-2826.





Agent Agreement

This Agreement, entered into this _____ day of _____, _____.

(month)

(year)

Between

having its principal place of business at

(hereinafter called "Agent")

and

International Airlines Travel Agent Network (hereinafter called "IATAN"), a division of the International Air Transport Association (hereinafter called "IATA"), as agent-in-fact for each Airline represented by IATAN and listed on the Certificate of Appointment attached hereto.

Whereby It Is Agreed As Follows:

Effectiveness

- (1) This Agreement shall become effective between each Airline shown on the Certificate of Appointment attached hereto (hereinafter called "Airline") and the Agent upon signature by the Agent and by IATAN.

IATAN may amend the Certificate of Appointment at any time by adding the name of any other Airline and this Agreement shall become effective between such additional Airline(s) and the Agent twenty (20) days after written notice is given to the Agent by IATAN, unless within that time the Agent notifies IATAN that it does not wish to represent the additional Airline(s).

Upon coming into effect this Agreement, including any amendments thereto, shall have the same force and effect between the Airline individually and the Agent as though they were both named herein and had both subscribed their names as parties hereto.

Selling Airline's Services

- (2) The Agent is authorized to sell air transportation over the services of the Airline and over the services of other airlines as authorized by the Airline. The Agent is also authorized to sell such ancillary and other services as the Airline may authorize.

All services sold pursuant to this Agreement shall be sold on behalf of the Airline and in compliance with Airline's tariffs, conditions of carriage and the instructions of the Airline as provided to the Agent. The Agent shall not in any manner vary or modify the terms and conditions set forth in any passenger ticket, miscellaneous charges order or other accountable traffic document (hereinafter called Travel Documents) used for services provided by the Airline and the Agent shall complete these documents in the manner prescribed by the Airline.

The Agent may issue Travel Documents under this Agreement on behalf of the Airline only at locations, which have been appointed by IATAN on behalf of the Airline.





Agent Agreement

ARC*, AIRS* and Airlines Own Travel Documents

- (3) The terms of the Agent's agreement with the Airlines Reporting Corporation (ARC) shall apply when the Agent sells transportation on behalf of the Airline using the ARC Traffic Documents and the Airline's Identification Plate.

The terms of the Agent's agreement with the Aviation Industry Reporting System Inc. (AIRS) shall apply when the agent sells transportation on behalf of the Airlines either using AIRS Traffic Documents and the Airline's Identification Plate or when the Agent reports Airline's own Travel Documents through AIRS.

When the Agent sells transportation on behalf of the Airline using the Airline's own Travel Documents, and such Travel Documents are not reported through ARC or AIRS, the terms that the Airline has set forth in the Appendices of this Agreement, or in a separate agreement with the Agent, shall apply.

Remuneration

- (4) Remuneration is not provided for in this Agreement. Remuneration shall be that established by the Airline, or as may be mutually agreed between the Airline and the Agent.

Accuracy of Information

- (5) The Airline, or IATAN on its behalf, may verify the accuracy of any information supplied to it or which has previously been supplied to it by the Agent for the purpose of inducing the Airline to enter into and to maintain this Agreement with the Agent.

Representation of Nature of Entity, Assignment, Change of Ownership, Change of Name, New or Change of Location

- (6) In entering into this Agreement, the Airline has relied on the information, which the Agent has provided to IATAN for the purpose of causing IATAN to list it. In recognition of the Airline's initial and on-going reliance on the accuracy of this information, the Agent agrees promptly to notify IATAN in writing of any changes to this information in the manner set out on IATAN's website.

With respect to the business covered by this Agreement, in the event that the Agent plans to assign any of its business rights to others, or to undergo any changes in its ownership interests, or to change its name, or to open other places of business, or to change the location of any of its places of business, the Agent agrees to follow the procedures set forth on IATAN's website and shall promptly notify IATAN of such changes in writing. Should the Agent fail to maintain its accreditation with IATAN or effect any of the foregoing changes without the approval of the Airline, this Agreement may be terminated upon or at any time after the date of such withdrawal from accreditation or the date such change became effective. Such termination shall be without prejudice to fulfillment by each party of all obligations accrued prior to the date of termination. Such termination is without prejudice to the Agent's right to enter into a new agreement with the Airline.

* The Airlines Reporting Corporation (ARC) is a domestic U.S. Corporation providing agent reporting and settlement services in the fifty states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands. The Aviation Industry Reporting System Inc. (AIRS) is a subsidiary of the International Air Transport Association providing agent reporting and settlement services in Guam and the Commonwealth of the Northern Mariana Islands. Reference to the ARC Agreement would apply to those agents in the 50 states, District of Columbia, Puerto Rico and the U.S. Virgin Islands who have executed the ARC Agent Reporting Agreement. Reference to the AIRS Agreement would apply to those agents in Guam and the Commonwealth of the Northern Mariana Islands who have executed the Industry Settlement Plan Agent Reporting and Settlement Agreement.





Agent Agreement

Termination

- (7) In addition to the provisions of Paragraph (6), this Agreement shall be terminated as between the Airline and the Agent where
- (a) the Airline, or IATAN acting on its behalf, gives the Agent a written notice of termination;
 - (b) the Agent gives IATAN a written notice of termination in respect to the Airline;
 - (c) the Agent fails to maintain its accreditation with IATAN or fails to pay the prescribed fees to IATAN or ceases business.
 - (d) Is found that it no longer meets IATAN accreditation requirements or has been found to be in violation of such requirements.

Notice of termination may be given at any time by notice in writing physically delivered to the Agent or IATAN or posted by registered mail to the Agent or to IATAN. Such notice shall take effect immediately upon its receipt or at such later date as is specified therein. Such notice shall be without prejudice to fulfillment by each party of all obligations accrued prior to the date of termination.

Indemnities

- (8) The Airline will indemnify and hold harmless the Agent, its officers and employees or any other person duly acting on the Agent's behalf from liability for any injury, loss or damage arising in the course of transportation or other ancillary services provided by the Airline pursuant to a sale made by the Agent hereunder or arising from the failure of the Airline to provide such transportation or services, except to the extent that such injury, loss or damage is caused or contributed to by the Agent, its officers or employees, or other persons duly acting on the Agent's behalf.

The Agent will indemnify and hold harmless the Airline, IATAN, and IATA, their respective directors, officers, employees or other persons duly acting on their behalf from liability for any loss, injury or damage arising from any negligent act or omission of the Agent, its officers or employees, or any other person duly acting on the Agent's behalf, or from any action or failure to take action by the Agent, except to the extent that such injury, loss or damage is caused or contributed to by the Airline, IATAN, or IATA, their respective directors, officers, employees or other persons duly acting on their behalf.

Notices

- (9) Notices under this Agreement shall be sent to the Agent at the address set forth above (or to such other address that the Agent has notified IATAN in writing) and to IATAN at 703 Waterford Way, Suite 600, Miami, Florida, USA, 33126-4676 (or to such other address that IATAN has notified the Agent in writing).

Additional Provisions

- (10) The additional provisions set forth in Appendices hereto are incorporated herein, but any provision is effective only with respect to the Airline if it so indicates on the Appendix.

Specific Instructions

- (11) In all other respects, the terms and conditions governing the relationship between the Airline and the Agent are as directed by the Airline, or by IATAN on behalf of the Airline, from time to time.





Agent Agreement

Severability

- (12) If any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions, which shall nevertheless remain binding and effective between the parties.

Applicability

- (13) This Agreement applies to all the Agent's locations in the United States (all 50 States, the District of Columbia, all territories, possessions and trust territories, including the Commonwealth of Puerto Rico) and it supersedes any and all prior Passenger Sales Agency Agreements between the parties made through IATA and/or IATAN without prejudice to such rights and liability as may exist at the date hereof.

Governing Law

- (14) This Agreement shall in all respects be governed by the laws of the State of New York.

In Witness Whereof:

IATAN acting as agent-in-fact for the Airlines severally listed in the attached list.

WITNESS: _____

(Authorized IATAN Representative)

(Above to be completed by IATAN)

AGENT

(seal, if Agent is corporation)

By _____ NAME

TITLE

this day of..... appeared before me and, being first duly sworn stated that he/she is the.....(title) of.....

..... (Agent), that being duly authorized to do so, he/she executed the foregoing Agreement on behalf of

..... (Agent), and that it is his/her signature which appears above.

.....
(Notary Public)





Agent Agreement

Appendix A

AVIANCA

Where the Agent sells transportation on behalf of the Airline using the Airline's own Travel Documents, the terms of this Appendix shall in addition apply.

Care Of Airline Documents

1. The Agent shall exercise due care in ensuring the safe custody of all Travel Documents which the Agent has received from the Airline and which have not as yet been delivered to its customers. In exercising this care, the Agent shall follow the instructions of the Airline or, in the absence of such specific instructions, shall comply with the minimum security standards prescribed for International Airlines Travel Agents and the procedures for reporting the thefts as prescribed on IATAN's website. The forms and documents which the Agent receives from the Airline remain the sole property of the Airline, and at the Airline's sole discretion, all unused forms and documents received from the Airline shall be immediately returned to the Airline or IATAN acting on behalf of the Airline or either's designee. The Agent shall return all Travel Documents when it ceases to be under appointment to the Airline, and the Agent is responsible to the Airline for any loss, use or misuse of these documents until accounted for to the Airline.

Reporting

2. The Agent shall submit Sales Reports and follow the accounting instructions provided to the Agent by the Airline.

Monies Due by Agent to Airline - Remittance

3. The monies for sales made pursuant to this Agreement are due by the Agent to the Airline when the Travel Document is issued. The monies collected by the Agent pursuant to this Agreement shall be the property of the Airline and shall be held by the Agent in trust for the Airline until satisfactorily accounted for to the Airline and settlement made.

The Agent shall remit to the Airline monies collected for services sold pursuant to this Agreement at such times and under such conditions as the Airline stipulates.

Credit Card Sales

4. The Agent shall not be responsible for the collection of amounts payable under the Universal Air Travel Plan, any credit card recognized by the Airline, any installment plan recognized and made available to the public by the Airline (except for the initial payment under such plan), or for Travel Documents issued by the Agent in accordance with a prepaid ticket advice, unless the loss is attributable to the agent's failure to adhere to the procedures governing such sales. The procedures governing sales made under these arrangements are contained on IATAN's website or provided to the Agent by the Airline.

Refunds

5. The Agent shall make refunds only on written instructions of the Airline and only to the person authorized to receive the refund in accordance with the tariffs, conditions of carriage, rules, regulations and instructions issued by the Airline.





Agent Agreement

Inspection and Audit

6. The Agent shall maintain adequate records and accounts, together with supporting documents, recording the details of all transactions effected under this Agreement, including accounts and supporting documents evidencing the sale of arrangements for inclusive tours in conjunction with air transportation. Such records, accounts and documents shall be preserved by the Agent for at least two years from the date of the transactions to which they relate. They shall be available for audit or other inspection at any reasonable time and for copying by the Airline, or IATAN on the Airline's behalf.

Effective as between Agent and all airlines listed on the Certificate of Appointment except the following airline(s):

AVIANCA

Appendix B

Air-India

The following additional provisions are incorporated in the Agent Agreement with respect to the airlines noted below:

- (1) This supplemental Agreement supplements the IATAN Agent Agreement and supersedes any inconsistent provisions of the IATAN Agent Agreement.
- (2) No Air-India appointed IATAN agent will be permitted to reissue or exchange travel documents previously issued by another agent or airline without prior written consent of the carrier on which it is written. Failure to abide by this condition will result in the termination of agencies appointed by Air-India and the agent will be liable for full value of any such reissues.
- (3) An Air-India appointed agent may issue an Air-India traffic document in exchange for an Air-India traffic document previously issued and paid for through ASP of ARC by that entity. (This provision not applicable to agents located in Puerto Rico, the U.S. Virgin Islands, and the U.S. Territories and Possessions in the Pacific)
- (4) All Air-India appointed agents shall maintain all records pertaining to sales on Air-India for at least a three-year period from date of sale and shall provide Air-India with access to those records.
- (5) Agent agrees to comply with all instructions issued by Air-India from time to time.
- (6) Air-India reserves the right to terminate the agent agreement without the requirement of notice to the other part, on the occurrence of one of the following:
 - (A) Failure to remit appropriate monies when due;
 - (B) Failure to abide by the terms and conditions of this agreement;
 - (C) Filing of a bankruptcy petition by the agent and/or filing of an involuntary bankruptcy petition against the agent by a creditor of the agent;
 - (D) Entity ceases to do business or chooses to operate as a non-appointed entity;
 - (E) Entity engages in fraudulent business practice;
 - (F) Any refusal to surrender Air-India documents and/or plates when requested.

Effective as between Agent and following airline(s):

AIR INDIA



EXHIBIT 10

Theodore H. Frank
Melissa W. Holyoak
Adam Ezra Schulman
Erin Sheley
Anna St. John
Center for Class Action Fairness
1718 M Street, No. 236
Washington, DC 20036
(703) 203-3848
tfrank@gmail.com

CLASS MEMBER RETAINER AGREEMENT FOR LEGAL SERVICES

Amy Yang
6005 Ridge View Drive
Alexandria, VA 22310
Amy_x_yang@yahoo.com

Re: *In re Transpacific Passenger Air Transportation Antitrust Litigation*, MDL No.
07-CV-05634, MDL 1913 (N.D. Cal.)

Dear Amy:

1. Thank you for retaining Theodore H. Frank ("I", or "me"); Melissa W. Holyoak; Adam Ezra Schulman; Erin Sheley; and Anna St. John (collectively "the Attorneys" or "the Attorney" or "us") from the Center for Class Action Fairness ("the Center") as your counsel to represent you in the above-described class action ("the class action"). In this case, Anna St. John will appear on your behalf in district court; should there be appeals, it is currently planned that I will be on the briefs.

2. This Agreement confirms that you have retained the Attorneys to file an appearance and papers on your behalf to object to the proposed settlement in the class action. You confirm that we have not offered you any financial payment to do so, and that your stake in the litigation did not make it feasible for you to hire a private attorney.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Retainer Agreement -
page 7


agreement. You acknowledge that you have been given the opportunity to seek such independent counsel before signing this retainer agreement.

I have read item Nos. 1 through 23 of this document, confirm their accuracy, and understand and agree to be bound by them.

Dated: 3/23/2015



Amy Yang



Theodore H. Frank

EXHIBIT 11

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TRANSPACIFIC PASSENGER)
AIR TRANSPORTATION ANTITRUST) Civil Case No.
LITIGATION) 3:07-cv-05634-CRB
-----) MDL No. 1913

This Document Relates To:)
All Actions)
-----)

VIDEOTAPED DEPOSITION OF:

AMY YANG
FRIDAY, MAY 1, 2015
10:04 A.M.

REPORTED BY: NANCY J. MARTIN, C.S.R. No. 9504, RMR

<p style="text-align: right;">Page 2</p> <p>1 Videotaped deposition of AMY YANG, the witness, 2 taken on behalf of the plaintiffs, commencing at 3 10:04 A.M., on Friday, May 1, 2015, at 1700 K Street 4 N.W., Washington, D.C., before Nancy J. Martin, C.S.R. 5 No. 9504. 6 7 APPEARANCES OF COUNSEL 8 9 FOR OBJECTOR: 10 CENTER FOR CLASS ACTION FAIRNESS 11 BY: ANNA ST. JOHN, ESQ. 12 1718 M Street N.W. 13 Suite 236 14 Washington, D.C. 20037 15 (917) 327-2392 16 17 FOR CLASS PLAINTIFFS: 18 HAUSFELD 19 BY: CHRISTOPHER L. LEB SOCK, ESQ. 20 44 Montgomery Avenue 21 Suite 3400 22 San Francisco, California 94104 23 (415) 633-1949 24 clebsock@hausfeld.com 25</p>	<p style="text-align: right;">Page 4</p> <p>1 APPEARANCES OF COUNSEL (CONTINUED): 2 3 FOR DEFENDANT MALAYSIA AIRLINES (VIA TELECON): 4 PAUL HASTINGS LLP 5 BY: SHAHZEB LARI, ESQ. 6 75 East 55th Street 7 New York, New York 10022 8 (212) 318-6098 9 10 11 FOR DEFENDANT QANTAS AIRWAYS (VIA TELECON): 12 BAKER & MILLER PLLC 13 BY: ISHAI MOOREVILLE, ESQ. 14 2401 Pennsylvania Avenue NW 15 Suite 300 16 Washington, DC 20037 17 (202) 663-7825 18 19 FOR DEFENDANT AIR NEW ZEALAND (VIA TELECON): 20 CONDON & FORSYTH LLP 21 BY: JEAN COOPER ROSE, ESQ. 22 7 Times Square 23 New York, New York 10036 24 (212) 894-6849 25</p>
<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES OF COUNSEL (CONTINUED): 2 3 FOR CHINA AIRLINES: 4 SQUIRE SANDERS (US) LLP 5 BY: JAMES V. DICK, ESQ. 6 2550 M Street N.W. 7 Washington, D.C. 20037 8 (202) 626-6714 9 10 11 FOR DEFENDANT SINGAPORE AIRLINES LIMITED: 12 LATHAM & WATKINS 13 BY: WILLIAM R. SHERMAN, ESQ. 14 555 Eleventh Street, NW 15 Suite 1000 16 Washington, D.C. 20004-1304 17 (202) 637-2200 18 19 20 FOR DEFENDANT SOCIETE AIR FRANCE (VIA TELECON): 21 LINKLATERS LLP 22 BY: BRENDA D. DILUIGI, ESQ. 23 1345 Avenue of the Americas 24 New York, New York 10105 25 (212) 903-9080</p>	<p style="text-align: right;">Page 5</p> <p>1 APPEARANCES OF COUNSEL (CONTINUED): 2 3 4 FOR DEFENDANT CATHAY PACIFIC AIRWAYS LIMITED: 5 (VIA TELECON) 6 DLA PIPER US LLP 7 BY: DAVID H. BAMBERGER, ESQ. 8 500 Eighth Street, N.W. 9 Washington, DC 20004 10 (202) 799-4525 11 12 13 ADAM SCHULMAN 14 KRISHNA SHARMA, LEGAL VIDEOGRAPHER 15 16 17 18 19 20 21 22 23 24 25</p>

<p style="text-align: right;">Page 6</p> <p>1 INDEX</p> <p>2 WITNESS EXAMINATION PAGE</p> <p>3 AMY YANG</p> <p>4 By Mr. Lebsock 9, 202</p> <p>5 By Ms. St. John 193</p> <p>6</p> <p>7 EXHIBITS</p> <p>8 NO. DESCRIPTION PAGE</p> <p>9 Exhibit 1 Declaration of Amy Yang, 4 pages 52</p> <p>10 Exhibit 2 Settlement Agreement between 65</p> <p>11 Plaintiffs and Cathay Pacific</p> <p>12 Airways, Ltd., 23 pages</p> <p>13 Exhibit 3 Objection of Amy Yang, 25 pages 74</p> <p>14 Exhibit 4 Settlement Agreement between 79</p> <p>15 Plaintiffs and Thai Airways</p> <p>16 International Public Co., Ltd.,</p> <p>17 29 pages</p> <p>18 Exhibit 5 Settlement Agreement between 87</p> <p>19 Plaintiffs and Qantas Airways</p> <p>20 Limited, 23 pages</p> <p>21 Exhibit 6 Online Claim Form Confirmation, 198</p> <p>22 1 page</p> <p>23 Exhibit 7 Transpacific Air Transportation 202</p> <p>24 Settlement Claim Form, 4 pages</p> <p>25</p>	<p style="text-align: right;">Page 8</p> <p>1 Lebsock for the plaintiffs.</p> <p>2 MS. ST. JOHN: Anna St. John with the Center</p> <p>3 for Class Action Fairness, representing Amy Yang.</p> <p>4 MR. DICK: James Dick from Squire Patton</p> <p>5 Boggs, representing defendant, China Airlines.</p> <p>6 MR. SCHULMAN: Adam Schulman from the Center</p> <p>7 for Class Action Fairness.</p> <p>8 MR. LEBSOCK: Hi. Who just joined?</p> <p>9 MR. BAMBERGER: This is David Bamberger.</p> <p>10 MR. SHERMAN: William Sherman, Latham</p> <p>11 Watkins, for Singapore Airlines.</p> <p>12 MR. LEBSOCK: All right. David, can you make</p> <p>13 your appearance.</p> <p>14 MR. BAMBERGER: David Bamberger for Cathay</p> <p>15 Pacific Airways, Limited.</p> <p>16 MR. LEBSOCK: Hey, Brenda and Shahzeb, can</p> <p>17 you make your appearance.</p> <p>18 MR. LARI: Sorry. It's Shahzeb Lari from</p> <p>19 Paul Hastings for Malaysia Airlines.</p> <p>20 MS. DILUIGI: Brenda DiLuigi of Linklaters on</p> <p>21 behalf of defendant, Air France.</p> <p>22 MR. LEBSOCK: And is there anybody else on</p> <p>23 the phone?</p> <p>24 (No response).</p> <p>25 MR. LEBSOCK: Okay.</p>
<p style="text-align: right;">Page 7</p> <p>1</p> <p>2 WASHINGTON, D.C. FRIDAY, MAY 1, 2015; 10:04 A.M.</p> <p>3 -oOo-</p> <p>4 THE VIDEOGRAPHER: Good morning. We are now</p> <p>5 on the record. My name is Krishna Sharma from</p> <p>6 Veritext National Court Reporting. The date today is</p> <p>7 May 1, 2015, and the time on the video monitor is</p> <p>8 10:04. This deposition is being held at Hausfeld,</p> <p>9 LLP, located at 1700 K Street, Northwest, Washington,</p> <p>10 D.C., and is being taken by the counsel for the</p> <p>11 plaintiff.</p> <p>12 The caption of this case is In Re</p> <p>13 Transpacific Passenger Air Transportation Antitrust</p> <p>14 Litigation. This case is filed in the U.S. District</p> <p>15 Court for the Northern District of California,</p> <p>16 San Francisco Division. Case No. 3:07-cv-05634-CRB.</p> <p>17 The name of the witness is Amy Yang.</p> <p>18 At this time the attorneys present in the</p> <p>19 room and attending remotely will identify themselves</p> <p>20 for the record, and then our court reporter, Nancy</p> <p>21 Martin, representing Veritext, will swear in the</p> <p>22 witness and we can proceed.</p> <p>23 MR. LEBSOCK: Who just joined, please?</p> <p>24 (Pause in proceedings.)</p> <p>25 MR. LEBSOCK: All right. Well, this is Chris</p>	<p style="text-align: right;">Page 9</p> <p>1 ///</p> <p>2 EXAMINATION</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. Okay. Can you state your name for the</p> <p>5 record, please.</p> <p>6 A. Amy Yang.</p> <p>7 MR. SHERMAN: Chris, I'm sorry. Just to</p> <p>8 avoid any problems later on, can I just make sure that</p> <p>9 we've got a stipulation that an objection, if there is</p> <p>10 one, by any of the settling defendants goes for all</p> <p>11 the settling defendants so everybody doesn't have to</p> <p>12 chime in on the objection?</p> <p>13 MR. LEBSOCK: Yes.</p> <p>14 MS. ST. JOHN: That's fine with us.</p> <p>15 MR. SHERMAN: Okay. Thanks.</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. Okay. Ms. Yang, and where do you currently</p> <p>18 reside?</p> <p>19 A. 6005 Ridge View Drive, Alexandria, Virginia,</p> <p>20 22310.</p> <p>21 Q. And how long have you lived there, please.</p> <p>22 A. Since May 2013.</p> <p>23 Q. Can you give us a background of your</p> <p>24 educational history, please.</p> <p>25 (Telephonic interruption.)</p>

<p style="text-align: right;">Page 10</p> <p>1 MR. LEBSOCK: Hold on.</p> <p>2 Hi, Jane. It's Chris Lebsock. So we've just</p> <p>3 gotten started. Can you make your appearance quick.</p> <p>4 MS. ROSE: Sure. It's Jean Rose from Condon</p> <p>5 & Forsyth on behalf of defendant, Air New Zealand.</p> <p>6 And just to let you know, there is a problem with the</p> <p>7 dial-in number. I just figured it out, but I think</p> <p>8 that we need to circulate another E-mail.</p> <p>9 MR. LEBSOCK: Okay. What's the problem so</p> <p>10 that we can make a decision if we need to hang up and</p> <p>11 start over?</p> <p>12 MS. ROSE: The wrong phone number was</p> <p>13 included. The wrong dial in number.</p> <p>14 MR. LEBSOCK: Okay. So obviously, you've</p> <p>15 gotten the right one, but we'll wait and see what</p> <p>16 happens.</p> <p>17 MS. ROSE: Okay. He should be sending it</p> <p>18 like --</p> <p>19 MR. LARI: I sent around an E-mail correcting</p> <p>20 it.</p> <p>21 MR. LEBSOCK: Thank you.</p> <p>22 Q. Okay. I'm sorry. So how long have you lived</p> <p>23 at your current address?</p> <p>24 A. Since May 2013.</p> <p>25 Q. All right. And where did you live before</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. Okay. When can you get that law degree?</p> <p>2 A. I graduated in 2010.</p> <p>3 Q. And from what school?</p> <p>4 A. Georgetown Law.</p> <p>5 Q. Have you taken the Bar anywhere?</p> <p>6 A. I did.</p> <p>7 Q. Where?</p> <p>8 A. New York.</p> <p>9 Q. Did you pass?</p> <p>10 A. Yes, I did.</p> <p>11 Q. Have you been admitted to the New York Bar?</p> <p>12 A. No, I have not.</p> <p>13 Q. When did you pass?</p> <p>14 A. I guess the year I graduated. So I must have</p> <p>15 taken it in 2010 also.</p> <p>16 Q. And why didn't you get admitted?</p> <p>17 A. The job I currently have doesn't need</p> <p>18 admittance, and for New York, I think you have a</p> <p>19 secondary process where you have to pay an extra</p> <p>20 amount of money after you passed the bar. And so I</p> <p>21 decided it wasn't economical.</p> <p>22 Q. Did -- have you taken the Bar in any other</p> <p>23 jurisdiction other than New York?</p> <p>24 A. No.</p> <p>25 Q. Have you made an application to the Bar in</p>
<p style="text-align: right;">Page 11</p> <p>1 that?</p> <p>2 A. I lived two places before that. Shoot. I</p> <p>3 lived also in a condo in Alexandria, and then before</p> <p>4 that, an apartment in Crystal City.</p> <p>5 Q. Did you live at 6005 Ridge View Drive, or is</p> <p>6 that the current --</p> <p>7 A. That's the current address.</p> <p>8 Q. And when did you say?</p> <p>9 A. May 2013.</p> <p>10 Q. All right. All right. So give us a</p> <p>11 background on your educational history, then, please.</p> <p>12 A. Like college and --</p> <p>13 Q. Yes. So where did you go to school? Where</p> <p>14 did you go to college?</p> <p>15 A. Johns Hopkins.</p> <p>16 Q. All right. And did you get a degree there?</p> <p>17 A. Yes, I did.</p> <p>18 Q. What degree did you get?</p> <p>19 A. Electrical engineering and economics. I did</p> <p>20 a double major.</p> <p>21 Q. And what year was that?</p> <p>22 A. Let's see. Started -- 2006, I believe.</p> <p>23 Q. All right. And do you have any advanced</p> <p>24 degrees?</p> <p>25 A. Yes, I got a law degree.</p>	<p style="text-align: right;">Page 13</p> <p>1 any jurisdiction other than New York?</p> <p>2 A. No.</p> <p>3 Q. What's your current job?</p> <p>4 A. I work at the United States Patent Office.</p> <p>5 Actually, the full name is United States Trademark &</p> <p>6 Patent Office.</p> <p>7 Q. And what do you do at the patent office?</p> <p>8 A. I'm a patent examiner.</p> <p>9 Q. Are you married?</p> <p>10 A. Yes.</p> <p>11 Q. And what's your husband's name?</p> <p>12 A. Adam Schulman.</p> <p>13 Q. And is that the Adam Schulman that works for</p> <p>14 the Center for Class Action Fairness?</p> <p>15 A. Yes.</p> <p>16 Q. How long has Mr. Schulman worked at the</p> <p>17 Center for Class Action Fairness?</p> <p>18 A. I don't remember exactly. I think it was</p> <p>19 around 2010 maybe, or maybe 2011.</p> <p>20 Q. Is Mr. Schulman a member of the Bar anywhere?</p> <p>21 A. Yes, I believe he is.</p> <p>22 Q. And do you know where?</p> <p>23 A. Pennsylvania for sure. And I think he might</p> <p>24 be admitted in D.C., also.</p> <p>25 Q. Have you ever been a class rep in a class</p>

<p style="text-align: right;">Page 14</p> <p>1 action?</p> <p>2 A. No.</p> <p>3 Q. Have you ever been admitted to -- well,</p> <p>4 you've never been admitted to the New York Bar; right?</p> <p>5 A. No.</p> <p>6 Q. Do you know if your husband has ever filed a</p> <p>7 class action acting as the lawyer?</p> <p>8 A. I don't know.</p> <p>9 Q. Do you know if your husband has ever been a</p> <p>10 class rep?</p> <p>11 A. I don't know.</p> <p>12 Q. Have you been a plaintiff in any case?</p> <p>13 A. No, I don't think so.</p> <p>14 Q. Okay. Have you been a defendant in any case?</p> <p>15 A. No, I don't think so.</p> <p>16 Q. Have you been convicted of a crime of</p> <p>17 dishonesty at any point?</p> <p>18 A. No.</p> <p>19 Q. As part of the New York Bar application</p> <p>20 process, did you have to go through a qualification, a</p> <p>21 moral character-type qualification?</p> <p>22 MS. ST. JOHN: Objection. Misstates her</p> <p>23 prior testimony.</p> <p>24 THE WITNESS: Sorry. What was --</p> <p>25 MS. ST. JOHN: Lacks foundation.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Oh, no.</p> <p>2 Q. Do you have a view on class actions</p> <p>3 generally?</p> <p>4 MS. ST. JOHN: Objection to the form.</p> <p>5 THE WITNESS: I don't have a particular</p> <p>6 opinion. I don't have expertise in that kind of field</p> <p>7 of law.</p> <p>8 BY MR. LEB SOCK:</p> <p>9 Q. How did you learn about this particular class</p> <p>10 action litigation?</p> <p>11 A. I think in my declaration it says I learned</p> <p>12 from my husband, Adam Schulman, who works for the</p> <p>13 Center for Class Action Fairness.</p> <p>14 Q. All right. And do you have an understanding</p> <p>15 how Mr. Schulman learned about this litigation?</p> <p>16 A. I don't know.</p> <p>17 Q. How did you become an objector in this case?</p> <p>18 MS. ST. JOHN: Objection to the form.</p> <p>19 THE WITNESS: I think I just -- what I said</p> <p>20 previously. I found out about the class action from</p> <p>21 my husband.</p> <p>22 BY MR. LEB SOCK:</p> <p>23 Q. Well, okay. So there was the existence of</p> <p>24 the litigation. And so what did you do next?</p> <p>25 A. I think I looked at the claim form. I</p>
<p style="text-align: right;">Page 15</p> <p>1 BY MR. LEB SOCK:</p> <p>2 Q. As part of the New York Bar application</p> <p>3 process, did you have to go through any type of moral</p> <p>4 character examination?</p> <p>5 A. Okay. So I think it's -- the question is</p> <p>6 confusing because the New York Bar exam is a two-part</p> <p>7 thing. First you take the exam, and then after you</p> <p>8 pass, you can do a character listing and some other</p> <p>9 parts of the application. So I only did the first</p> <p>10 part, which is taking the Bar exam. I did not</p> <p>11 complete the second part. I previously said that I</p> <p>12 didn't complete the Bar application.</p> <p>13 Q. Okay. Okay. So at any rate, you never went</p> <p>14 through the moral character component of the Bar</p> <p>15 application process?</p> <p>16 A. No, I did not.</p> <p>17 Q. Okay. Have you written on the subject of</p> <p>18 class action litigation?</p> <p>19 MS. ST. JOHN: Objection to form.</p> <p>20 THE WITNESS: Sorry. Have I written</p> <p>21 anything? Like, I did this declaration.</p> <p>22 BY MR. LEB SOCK:</p> <p>23 Q. Well, I understand that. I'm not talking</p> <p>24 about in this particular case. I'm talking about</p> <p>25 publications, articles, things like that.</p>	<p style="text-align: right;">Page 17</p> <p>1 thought it would give more information. It didn't</p> <p>2 really say that much. And then I had him and his --</p> <p>3 the Center for Class Action Fairness look into the</p> <p>4 settlement.</p> <p>5 Q. I see. You were the one that asked them to</p> <p>6 look into the settlement, or was it the Center for</p> <p>7 Class Action Fairness came to you and said, "Can we</p> <p>8 represent you in this case"?</p> <p>9 MS. ST. JOHN: Objection to the form.</p> <p>10 Leading.</p> <p>11 THE WITNESS: I was notified -- well, I only</p> <p>12 knew that I was a class member from my husband. So I</p> <p>13 did know that there was not really notice given to</p> <p>14 most of -- a lot of the, I guess, class members. So I</p> <p>15 knew that there was no notice. I didn't look into the</p> <p>16 full settlement because I don't know much about class</p> <p>17 action. So knowing that much, I agreed to have them</p> <p>18 represent me.</p> <p>19 BY MR. LEB SOCK:</p> <p>20 Q. Okay. Well, so I appreciate that, but the</p> <p>21 question is did the Center for Class Action Fairness</p> <p>22 and Adam Schulman come to you saying, "We want to</p> <p>23 represent you so we can file an objection in this</p> <p>24 case"?</p> <p>25 MS. ST. JOHN: Objection. Asked and</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 answered. Argumentative.</p> <p>2 THE WITNESS: No. They said I was a class</p> <p>3 member, and then I trust their judgment and what, you</p> <p>4 know, is fair for class action fairness, and they</p> <p>5 looked into it. All I -- you know, as a layperson,</p> <p>6 all I can tell you is that I wasn't given notice,</p> <p>7 that's it.</p> <p>8 BY MR. LEB SOCK:</p> <p>9 Q. So the first that you heard about it was from</p> <p>10 your husband, Adam Schulman; correct?</p> <p>11 A. Yes.</p> <p>12 Q. So tell me what it is that he told you about</p> <p>13 the settlements in the Transpacific litigation.</p> <p>14 MS. ST. JOHN: Objection. Calls for</p> <p>15 privileged information.</p> <p>16 THE WITNESS: Do I still answer?</p> <p>17 MS. ST. JOHN: If it involves the content of</p> <p>18 your communications with an attorney with the class</p> <p>19 action -- Center for Class Action Fairness, that's</p> <p>20 privileged. And I don't know that there's any way you</p> <p>21 can answer the question without divulging that</p> <p>22 information.</p> <p>23 BY MR. LEB SOCK:</p> <p>24 Q. All right. Who first raised the idea of</p> <p>25 filing an objection in this case?</p>	<p style="text-align: right;">Page 20</p> <p>1 filing the objection, you or somebody else?</p> <p>2 MS. ST. JOHN: I'm going to object to the</p> <p>3 tone of your question and the argumentative nature of</p> <p>4 it. Please speak respectfully to my client. You've</p> <p>5 asked her the question four times. I'm sorry you're</p> <p>6 not getting the answer you want.</p> <p>7 BY MR. LEB SOCK:</p> <p>8 Q. Right. The answer calls for a very short</p> <p>9 answer, which is "it was me" or "it was somebody</p> <p>10 else," and that's what I'm trying to get at.</p> <p>11 So who is it that first proposed the idea of</p> <p>12 filing an objection in the Transpacific antitrust</p> <p>13 litigation?</p> <p>14 A. Well, I don't know exactly what -- so you're</p> <p>15 saying objection. It's hard to speculate about what</p> <p>16 it is. Like, I can only say like, oh, I was a class</p> <p>17 member and I didn't know about it. There seems to be</p> <p>18 something wrong. Whether the, you know, things that</p> <p>19 happened afterwards about what motions to file or</p> <p>20 things like that, that's not my place. I don't know</p> <p>21 what you would file in court about that thing.</p> <p>22 So I think your question doesn't quite make</p> <p>23 sense to me because I -- you know, I see that I'm a</p> <p>24 class member. I wasn't given notice. You know, maybe</p> <p>25 something is wrong. That's what I can tell. But</p>
<p style="text-align: right;">Page 19</p> <p>1 MS. ST. JOHN: Objection. Asked and</p> <p>2 answered. You've asked this question four different</p> <p>3 ways. You can move on.</p> <p>4 MR. LEB SOCK: Well, no. I want an answer to</p> <p>5 that question. I don't know that I've got a clear</p> <p>6 answer to that.</p> <p>7 MS. ST. JOHN: Do you need it read back?</p> <p>8 THE WITNESS: Yeah. What is the question?</p> <p>9 BY MR. LEB SOCK:</p> <p>10 Q. Who first proposed the idea of filing an</p> <p>11 objection in the Transpacific antitrust litigation?</p> <p>12 MS. ST. JOHN: I repeat my objections. Asked</p> <p>13 and answered. Objection to the form. Irrelevant.</p> <p>14 You can answer to the extent you can.</p> <p>15 THE WITNESS: I guess -- I mean I was</p> <p>16 notified I was a class member, seeing that there was a</p> <p>17 notice given. Everything else, obviously, in the</p> <p>18 objection is, you know, something an attorney would</p> <p>19 know more about than me. But the only thing I know as</p> <p>20 a layperson is I didn't seem to have notice and I was</p> <p>21 a class member. So there seemed to be something</p> <p>22 wrong.</p> <p>23 BY MR. LEB SOCK:</p> <p>24 Q. I appreciate that. So answer the question</p> <p>25 that I'm asking. Who first proposed the idea of</p>	<p style="text-align: right;">Page 21</p> <p>1 whether or not to go forward with something or whether</p> <p>2 it's enough to file something in the court is not my</p> <p>3 decision. I can only just say this doesn't seem</p> <p>4 right.</p> <p>5 Q. What's the business purpose of the Center for</p> <p>6 Class Action Fairness?</p> <p>7 MS. ST. JOHN: Objection.</p> <p>8 THE WITNESS: I don't know. I'm not -- I</p> <p>9 thought they were non -- I'm pretty sure they're a</p> <p>10 nonprofit. So I'm not sure what you mean by "business</p> <p>11 purpose."</p> <p>12 BY MR. LEB SOCK:</p> <p>13 Q. Well, what do they do? What's their reason</p> <p>14 for being?</p> <p>15 MS. ST. JOHN: Objection. Calls for a</p> <p>16 narrative. Calls for speculation. Lack of</p> <p>17 foundation.</p> <p>18 THE WITNESS: Well, I'm not part of the</p> <p>19 organization. I guess Center for Class Action</p> <p>20 Fairness -- do you want me to speculate what they do?</p> <p>21 I mean I don't represent them. So I don't want to say</p> <p>22 something --</p> <p>23 BY MR. LEB SOCK:</p> <p>24 Q. What's your understanding of what CCAF does?</p> <p>25 MS. ST. JOHN: Objection to the form.</p>

<p style="text-align: right;">Page 22</p> <p>1 THE WITNESS: Yes. My understanding is that</p> <p>2 they are trying to make sure that -- the settlements</p> <p>3 are fair.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. Class action settlements are fair?</p> <p>6 A. Yes.</p> <p>7 Q. And how do they do that?</p> <p>8 A. I don't know the inner workings of CCFL</p> <p>9 (sic). I assume they look at settlements and look at</p> <p>10 the terms of the settlement, and that's how they</p> <p>11 decide.</p> <p>12 Q. All right. So are they in the business of</p> <p>13 objecting to settlements? Is that what they do?</p> <p>14 MS. ST. JOHN: Objection to the form.</p> <p>15 THE WITNESS: I don't know. I guess so.</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. Well, you're married to an attorney that</p> <p>18 works there; right?</p> <p>19 A. Yes, I am.</p> <p>20 Q. And you have some general understanding of</p> <p>21 what your husband does, don't you?</p> <p>22 A. Just some understanding, yes. But I don't</p> <p>23 know the details of, you know, what he does, or the</p> <p>24 organization or what they stand for because, again, I</p> <p>25 don't represent them.</p>	<p style="text-align: right;">Page 24</p> <p>1 others about whether they're class members and maybe</p> <p>2 they don't know about it. Just that.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. All right. How many times have you been an</p> <p>5 objector to a class action settlement?</p> <p>6 A. Other than this time?</p> <p>7 Q. Other than this time.</p> <p>8 A. One other time.</p> <p>9 Q. And was that in the Quaker Oats litigation?</p> <p>10 A. Yes.</p> <p>11 Q. All right. Have you been involved in any way</p> <p>12 in any other objections other than the Quaker Oats</p> <p>13 objection and the objection in this case in any other</p> <p>14 settlement?</p> <p>15 MS. ST. JOHN: Objection to the form.</p> <p>16 THE WITNESS: No.</p> <p>17 BY MR. LEBSOCK:</p> <p>18 Q. In the Quaker Oats objection, I noticed you</p> <p>19 were pro se; is that right?</p> <p>20 A. Yes.</p> <p>21 Q. Were you really pro se, or was somebody</p> <p>22 helping you with that?</p> <p>23 MS. ST. JOHN: Objection. Argumentative.</p> <p>24 Calls for speculation.</p> <p>25 THE WITNESS: I was pro se in that I was</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. Well, I'm not asking whether you represent</p> <p>2 them, but you have an understanding based on your</p> <p>3 relationship with your husband, don't you?</p> <p>4 A. Yeah. For some. I understand or I have an</p> <p>5 opinion on what they do. I don't know that it's</p> <p>6 necessarily what they would characterize what they do.</p> <p>7 Q. I'm only asking for your understanding.</p> <p>8 Okay?</p> <p>9 A. Okay.</p> <p>10 Q. All right. So what's your opinion of what</p> <p>11 they do, then?</p> <p>12 MS. ST. JOHN: Objection to the form.</p> <p>13 THE WITNESS: It seems that they're doing</p> <p>14 good work. I don't know what else to say.</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. Well, all right. To your understanding, does</p> <p>17 the Center for Class Action Fairness do anything other</p> <p>18 than object to class action settlements?</p> <p>19 MS. ST. JOHN: Objection. Calls for</p> <p>20 speculation, to the form generally.</p> <p>21 THE WITNESS: I don't know. I mean I know</p> <p>22 they have websites that try to educate, and I know</p> <p>23 that for me personally, they did notify me when I'm a</p> <p>24 class member when, for instance, I didn't get the</p> <p>25 notification otherwise. So I guess they educate</p>	<p style="text-align: right;">Page 25</p> <p>1 representing myself. As for getting help on it, I</p> <p>2 mean, yes. Obviously, you know, people get help when</p> <p>3 they write something.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. All right. Who helped you with the Quaker</p> <p>6 Oats objection?</p> <p>7 A. My husband.</p> <p>8 Q. Do you know who Ted Frank is?</p> <p>9 MS. ST. JOHN: Objection to form.</p> <p>10 THE WITNESS: Yes, I do.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. And who is he?</p> <p>13 A. I think he's the founder of the Class Action</p> <p>14 Fairness Center, and he's an attorney there.</p> <p>15 Q. Have you met him?</p> <p>16 A. Yes.</p> <p>17 Q. On how many occasions?</p> <p>18 A. I technically met him twice, but the first</p> <p>19 time I met him I did not know he was Ted Frank.</p> <p>20 Q. Do you have a general opinion about class</p> <p>21 action attorneys?</p> <p>22 MS. ST. JOHN: Objection to the form.</p> <p>23 THE WITNESS: Not really. They're just</p> <p>24 attorneys.</p> <p>25 BY MR. LEBSOCK:</p>

<p style="text-align: right;">Page 26</p> <p>1 Q. All right. You mentioned that the class 2 hadn't been given notice of the settlements. What did 3 you mean by that? 4 A. Well, I personally am a class member, and I 5 did not receive notice. 6 Q. Have you seen any of the Transpacific 7 settlement banner ads on the Internet? 8 A. No, I had not seen any. 9 Q. Have you seen any since the time that you 10 became aware of the litigation? 11 A. No, I haven't seen any. 12 Q. So you've never seen any of the Internet 13 advertising? 14 A. No. 15 Q. Have you seen any other publication 16 advertising for the Transpacific settlements? 17 A. No. 18 Q. How did Adam Schulman become aware of the 19 existence of the litigation? 20 MS. ST. JOHN: Objection. Calls for 21 speculation. 22 THE WITNESS: I don't know. 23 BY MR. LEBSOCK: 24 Q. Did you ever ask him? 25 A. No.</p>	<p style="text-align: right;">Page 28</p> <p>1 make a decision whether to opt out of the settlement 2 or object to it or do whatever else you felt was 3 necessary; right? 4 MS. ST. JOHN: Objection to the form. 5 THE WITNESS: I'm sorry. Is this a question? 6 BY MR. LEBSOCK: 7 Q. Yes. 8 A. I don't know what was -- you're saying that 9 I -- I'm sorry. Can you repeat the question? 10 Q. Sure. You learned of the litigation before 11 the objection deadline; right? 12 A. I don't know. I assume I did since an 13 objection was filed, but I don't know when the time 14 period of all of this is. 15 Q. Well, who was responsible for making sure 16 that you were meeting all of the deadlines that were 17 necessary if you wanted to file an objection? 18 A. The Center for Class Action Fairness. 19 Q. On what date did you retain the Center for 20 Class Action Fairness to represent you? 21 MS. ST. JOHN: Objection to the form. 22 If you know. 23 THE WITNESS: I'm not sure. Around the time 24 that I was notified that I was a class member by my 25 husband.</p>
<p style="text-align: right;">Page 27</p> <p>1 (Telephonic interruption.) 2 MR. LEBSOCK: Hi. Who joined? Hello? Is 3 anyone on the line? 4 (No response.) 5 MR. LEBSOCK: Let's take a quick break and 6 figure out what's going on here. 7 THE VIDEOGRAPHER: Going off the record at 8 10:28. 9 (A recess was taken from 10:28 a.m. 10 to 10:29 a.m.) 11 THE VIDEOGRAPHER: We're now back on the 12 record at 10:29. 13 BY MR. LEBSOCK: 14 Q. Okay. So I forgotten the answer to the 15 question I just asked you. How is it that your 16 husband became aware of the litigation? 17 MS. ST. JOHN: Objection. Asked and 18 answered. Calls for speculation. 19 THE WITNESS: I don't know. 20 BY MR. LEBSOCK: 21 Q. And did you ask him how he became aware of 22 it? 23 A. No. 24 Q. At any rate, you became aware of the 25 litigation during the time at which you could still</p>	<p style="text-align: right;">Page 29</p> <p>1 BY MR. LEBSOCK: 2 Q. All right. Is there a written agreement 3 between you and the Center for Class Action Fairness? 4 A. Yes, I did sign a retainer, I think. Sorry. 5 Some agreement where they were my agents. I don't 6 remember the date. 7 Q. Is the Center for Class Action Fairness your 8 lawyers? 9 A. Yes, they are my lawyers. 10 Q. All right. Did you sign a written fee 11 agreement with them? 12 MS. ST. JOHN: Objection to the form. 13 THE WITNESS: I don't think there were any 14 fees. I'm sorry. A written agreement for them to 15 represent me? Can you rephrase the question maybe. 16 BY MR. LEBSOCK: 17 Q. All right. That's fair enough. 18 Do you have a written agreement that 19 memorializes the fact that the Center for Class Action 20 Fairness is your lawyer for purposes of filing the 21 objection in the Transpacific case? 22 A. Yes. 23 Q. And what date was it signed, do you know? 24 A. I do not recall. 25 Q. All right. In the agreement is there any</p>

8 (Pages 26 - 29)

<p style="text-align: right;">Page 30</p> <p>1 provision for the payment of attorneys' fees?</p> <p>2 A. I don't think so. I'd have to double-check</p> <p>3 the agreement.</p> <p>4 Q. All right. Is the --</p> <p>5 A. Is the question if there are attorney fees</p> <p>6 for -- sorry. Can you repeat the question? I'm not</p> <p>7 paying them, I don't think, whatever.</p> <p>8 Q. So the question is, is there a provision in</p> <p>9 the retention agreement for the payment of attorneys'</p> <p>10 fees?</p> <p>11 MS. ST. JOHN: Objection to the form.</p> <p>12 THE WITNESS: I'm not sure. I'll have to</p> <p>13 double-check. I don't think so, though.</p> <p>14 (Telephonic interruption.)</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. Well, what's your understanding of whether</p> <p>17 you're obligated to pay any attorneys' fees to the</p> <p>18 Center for Class Action Fairness?</p> <p>19 A. I am not paying the Center for Class Action</p> <p>20 Fairness for sure. Whether they get attorneys' fees,</p> <p>21 for instance, for, you know, the hours and stuff they</p> <p>22 provide for improving the settlement, that is not up</p> <p>23 to me and I'm not sure. That would be up to the</p> <p>24 courts.</p> <p>25 Q. Well, have you talked to the Center for Class</p>	<p style="text-align: right;">Page 32</p> <p>1 notice and then told me about it.</p> <p>2 Q. Have you seen it?</p> <p>3 A. Actually, I don't remember. I might have. I</p> <p>4 don't remember.</p> <p>5 Q. Did you have an understanding that you were</p> <p>6 to look for documents that were requested by the class</p> <p>7 plaintiffs?</p> <p>8 A. Yes.</p> <p>9 Q. All right. And did you look for documents?</p> <p>10 A. Yes, I did.</p> <p>11 Q. And at this point have you produced all</p> <p>12 documents that you think you have that are responsive</p> <p>13 to the class plaintiffs' request?</p> <p>14 A. I provided credit card statements, and I</p> <p>15 think the, maybe, confirmation E-mails for two of the</p> <p>16 three. The third one is on a credit card that was</p> <p>17 canceled. So I had to call the -- or the -- I guess</p> <p>18 the credit card company had to be called, and they are</p> <p>19 mailing me the credit card statement for that time</p> <p>20 period. They said it would be like I guess 5 to 10</p> <p>21 business days. So I haven't received them yet. When</p> <p>22 I receive them, I will produce them.</p> <p>23 Q. Okay. We'll go back and talk about those</p> <p>24 documents in a little bit.</p> <p>25 Other than the -- was that credit card, the</p>
<p style="text-align: right;">Page 31</p> <p>1 Action Fairness at all about the payment of attorneys'</p> <p>2 fees to them?</p> <p>3 MS. ST. JOHN: Objection. Calls for</p> <p>4 privileged information if it involves communication</p> <p>5 between you and your attorneys at the center.</p> <p>6 THE WITNESS: It would be in the agreement.</p> <p>7 I don't remember exactly like -- I'm also not sure</p> <p>8 what you mean by "attorneys' fees." I know I'm not</p> <p>9 paying them. They're doing it free for me. I'm not</p> <p>10 sure what your question is other than that.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. If your objection was to fail and you were</p> <p>13 assessed cost, who would be paying that? Would that</p> <p>14 be you or would that be the Center for Class Action</p> <p>15 Fairness?</p> <p>16 A. I don't know.</p> <p>17 Q. Does the attorney retention agreement address</p> <p>18 that issue?</p> <p>19 MS. ST. JOHN: Objection to the form. Calls</p> <p>20 for speculation.</p> <p>21 THE WITNESS: I don't know.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. You received a deposition notice; is that</p> <p>24 right?</p> <p>25 A. I think my attorney received a deposition</p>	<p style="text-align: right;">Page 33</p> <p>1 one that was canceled, was that a Barclays credit</p> <p>2 card?</p> <p>3 A. Yes.</p> <p>4 Q. Was it a VISA or MasterCard or something</p> <p>5 else?</p> <p>6 A. I don't remember.</p> <p>7 Q. So when you first received notice of the</p> <p>8 litigation and the settlements, did you consider</p> <p>9 opting out of the settlements?</p> <p>10 MS. ST. JOHN: Objection to the form.</p> <p>11 THE WITNESS: You mean receive notice as in I</p> <p>12 was verified by my husband about being a class member?</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Yeah, right. When you first learned of the</p> <p>15 settlements, did you consider opting out?</p> <p>16 A. I mean I guess -- I don't know. I don't know</p> <p>17 if I considered opting out. I just knew that I was a</p> <p>18 class member. So I'm not sure. I don't think so. I</p> <p>19 don't remember exactly if I considered opting out.</p> <p>20 Q. Have you ever opted out of any class action</p> <p>21 settlement?</p> <p>22 MS. ST. JOHN: Objection to the form.</p> <p>23 THE WITNESS: I don't remember. I don't</p> <p>24 remember if I've ever done that.</p> <p>25 BY MR. LEBSOCK:</p>

<p style="text-align: right;">Page 34</p> <p>1 Q. All right. I think I read in your 2 declaration you said that you thought the settlements 3 were unfair; is that right? 4 MS. ST. JOHN: Objection to the form. The 5 declaration speaks for itself. 6 BY MR. LEBSOCK: 7 Q. Well, do you think the settlements are 8 unfair? 9 A. After reading the -- I mean I relied on my 10 attorneys for what they think is a fair or unfair 11 settlement. So I agreed with my attorneys. 12 Q. So the question is this: If you think -- 13 well, did you think that the settlements were unfair? 14 MS. ST. JOHN: Objection. Asked and 15 answered. Calls for a legal opinion. 16 BY MR. LEBSOCK: 17 Q. After relying on your attorneys, do you think 18 that the settlements are unfair? 19 MS. ST. JOHN: Objection. Calls for a legal 20 opinion. Objection. Asked and answered. 21 THE WITNESS: After -- yes. After talking to 22 my attorneys, it seems that their arguments make sense 23 to me. It seems that the settlement -- in the 24 objection I stated the settlement is unfair. 25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 36</p> <p>1 MS. ST. JOHN: Counsel, we have covered this 2 ground repeatedly. Asked and answered. 3 THE WITNESS: I don't know. 4 BY MR. LEBSOCK: 5 Q. You don't have a specific recollection of the 6 idea of opting out of the settlement if you thought it 7 was unfair as being something to be considered? 8 MS. ST. JOHN: Objection. 9 THE WITNESS: I don't remember discussing 10 opting out. 11 BY MR. LEBSOCK: 12 Q. In your understanding, what gives a person 13 the right to object to a settlement? 14 MS. ST. JOHN: Objection. Calls for 15 speculation. Calls for a legal opinion. 16 THE WITNESS: Are you asking my opinion on 17 what gives someone the right? 18 BY MR. LEBSOCK: 19 Q. Uh-huh. 20 A. I'm assuming it's the law since I was able to 21 object. Is there something missing? 22 Q. So you understand the concept of standing? 23 A. Yes, I do. 24 Q. And you learned that in law school? 25 A. Yes.</p>
<p style="text-align: right;">Page 35</p> <p>1 Q. Okay. So as a class member -- let's assume 2 you're a class member for a second -- do you 3 understand that you have a couple of options? You can 4 object, which is what you've done, but if you think 5 it's unfair, you can opt out; right? 6 MS. ST. JOHN: Objection. Argumentative. 7 THE WITNESS: Are you asking if in a class 8 action you can opt out? 9 BY MR. LEBSOCK: 10 Q. Right. 11 A. I think this class action -- some class 12 actions are not opt out, I don't know. I assume that 13 this is a possibility. You're telling me that it is. 14 So I don't know. 15 Q. Right. So it was a possibility. 16 A. Okay. 17 Q. And did you consider it? 18 MS. ST. JOHN: Objection. Asked and 19 answered. 20 THE WITNESS: I mean I relied on my 21 attorneys. They told me -- you know, I relied on my 22 attorneys for the correct path to go forward. 23 BY MR. LEBSOCK: 24 Q. Okay. And was one of those paths opting out 25 of the settlement?</p>	<p style="text-align: right;">Page 37</p> <p>1 Q. So what gives a person a standing to object 2 to a class action settlement? 3 MS. ST. JOHN: Objection. Calls for a legal 4 opinion. 5 THE WITNESS: I understand standing in the 6 broad sense. Standing for class actions is probably 7 very specific, and I would not know how to answer 8 that. 9 BY MR. LEBSOCK: 10 Q. How much time do you think you spent 11 formulating your opinions about the fairness of the 12 Transpacific class action settlements? 13 MS. ST. JOHN: Objection. Calls for 14 speculation. 15 THE WITNESS: I don't know how much time I've 16 spent. 17 BY MR. LEBSOCK: 18 Q. Well, was it more or less than 40 hours? 19 MS. ST. JOHN: Objection. 20 THE WITNESS: I don't know. I've retained 21 attorneys to figure out whether or not it's fair under 22 the law. 23 BY MR. LEBSOCK: 24 Q. Okay. So was it more or less than 40 hours, 25 do you think, that you spent formulating your opinions</p>

<p style="text-align: right;">Page 38</p> <p>1 about the fairness of the Transpacific class action 2 settlements? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: I'm not sure if it was over or 5 under 40. 6 BY MR. LEB SOCK: 7 Q. Well, could it have been over 40? 8 MS. ST. JOHN: Objection. 9 THE WITNESS: It could have been. 10 BY MR. LEB SOCK: 11 Q. But you don't know? 12 A. I don't know because I didn't keep hours 13 because I'm not an attorney. 14 Q. Was it more than 10 hours? 15 MS. ST. JOHN: Objection to the form. 16 THE WITNESS: I don't know. Probably. 17 BY MR. LEB SOCK: 18 Q. Probably more than 10 hours? 19 A. Yes. 20 Q. Okay. More than 20 hours? 21 MS. ST. JOHN: Objection to form. 22 THE WITNESS: I don't know. Again, I didn't 23 keep track or anything. So I don't know if it was 24 more than 20. 25 BY MR. LEB SOCK:</p>	<p style="text-align: right;">Page 40</p> <p>1 A. I mean sometimes over the phone. Sometime -- 2 I mean I guess if it's over the phone, it could be 3 anywhere. At home would be one of the possible 4 places. Things like that. 5 Q. Okay. So let's be clear. Did you talk to 6 your attorneys over the phone? 7 A. Yes. 8 Q. Okay. About the class action settlements in 9 the Transpacific case? 10 A. Yes. 11 Q. Okay. How many times? 12 A. I don't remember. 13 Q. More than once? 14 A. Yes, I would say more than once. 15 Q. Well, more than 5? 16 MS. ST. JOHN: Objection to the form. 17 THE WITNESS: Maybe. I don't know. 18 Probably. 19 BY MR. LEB SOCK: 20 Q. Probably more than 5? More than 10? 21 MS. ST. JOHN: Objection to the form. 22 THE WITNESS: I don't know. Maybe less. I 23 don't remember how many specific times I spoke to my 24 attorneys. 25 BY MR. LEB SOCK:</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. Okay. So was it more than 15? 2 A. I don't know. I mean maybe it's hard to 3 speculate because it's over a period of time, and, you 4 know, I discussed it. It's hard to say. 5 Q. So who did you discuss your opinions with 6 about the fairness of the Transpacific class action 7 settlements? 8 MS. ST. JOHN: Objection to the form. 9 And I'll just caution the witness not to 10 divulge any privileged communications. 11 THE WITNESS: My attorneys. 12 BY MR. LEB SOCK: 13 Q. Which attorneys, ma'am? 14 A. I guess my husband and Ted. 15 Q. Okay. Did you do that at your residence or 16 somewhere else? 17 A. I would say both. I mean multiple places. 18 Sorry. 19 Q. Right. Okay. So tell me what the multiple 20 places are. 21 MS. ST. JOHN: Objection to the form. 22 THE WITNESS: I mean you're asking where I 23 met with my attorneys or talked to them? 24 BY MR. LEB SOCK: 25 Q. That's right.</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. All right. And with respect to the 2 conversations that you can remember, the telephone 3 conversations you can remember, can you give me an 4 estimate as to how long you spent on the phone talking 5 about the Transpacific class action settlements? 6 MS. ST. JOHN: Objection to the form. 7 THE WITNESS: I don't know. I didn't keep 8 hours or anything. So that's hard to say. I don't 9 know. 10 BY MR. LEB SOCK: 11 Q. Well, do you have any specific recollection 12 of any conversation you had over the phone and how 13 long it was? 14 MS. ST. JOHN: Objection to the form. 15 THE WITNESS: I mean there are conversations 16 I had over the phone. I don't know how long they 17 were. I don't know if it was like -- how many minutes 18 or anything about the Trans- -- yeah, I don't know. 19 BY MR. LEB SOCK: 20 Q. Okay. Did you meet your attorneys in person 21 to discuss the Transpacific Airline class action 22 settlements? 23 A. Yes. 24 Q. Okay. And where did that -- how many 25 meetings were there in person?</p>

<p style="text-align: right;">Page 42</p> <p>1 MS. ST. JOHN: Objection to the form.</p> <p>2 THE WITNESS: It's hard to say how many</p> <p>3 meetings. I mean when I talk to my husband, does it</p> <p>4 count as an attorney thing or does it count as, you</p> <p>5 know, just talking to my husband if he's talking about</p> <p>6 the settlements? So that's a hard question to answer</p> <p>7 when, you know, some of the conversations are over the</p> <p>8 dinner table.</p> <p>9 BY MR. LEB SOCK:</p> <p>10 Q. Well, how many conversations do you think you</p> <p>11 had with your husband over the dinner table about the</p> <p>12 Transpacific Airline settlements?</p> <p>13 MS. ST. JOHN: Objection to the form.</p> <p>14 THE WITNESS: I mean quite a few. I mean a</p> <p>15 few.</p> <p>16 BY MR. LEB SOCK:</p> <p>17 Q. Like more than 5?</p> <p>18 A. Probably more than 5.</p> <p>19 Q. More than 10?</p> <p>20 MS. ST. JOHN: Objection to the form.</p> <p>21 THE WITNESS: Maybe more than 10.</p> <p>22 BY MR. LEB SOCK:</p> <p>23 Q. More than 20?</p> <p>24 MS. ST. JOHN: Objection to the form.</p> <p>25 THE WITNESS: I don't know. He talks about</p>	<p style="text-align: right;">Page 44</p> <p>1 A. Oh, through the website. Okay. Then yes, I</p> <p>2 have been on the website.</p> <p>3 Q. All right. How many times have you been on</p> <p>4 the Transpacific website?</p> <p>5 A. Maybe two or three.</p> <p>6 Q. And how long have you spent on the website?</p> <p>7 MS. ST. JOHN: Objection to the form.</p> <p>8 THE WITNESS: Maybe like less than an hour.</p> <p>9 BY MR. LEB SOCK:</p> <p>10 Q. So is that less than an hour total for all</p> <p>11 the times you visited?</p> <p>12 A. Probably.</p> <p>13 Q. Okay. What was the purpose of going on the</p> <p>14 Transpacific website?</p> <p>15 A. I wanted to see if I was like a class member</p> <p>16 and I could file a claim.</p> <p>17 Q. And when did you do that?</p> <p>18 A. I guess once, when I filed the claim, and</p> <p>19 then a little while later after I was told about the</p> <p>20 deposition, I went back to look at the site.</p> <p>21 Q. Okay. So and total, you think it was less</p> <p>22 than an hour?</p> <p>23 A. I'm not sure. Probably an hour.</p> <p>24 Q. All right. When you were on the Transpacific</p> <p>25 website the first time, when you filed the claim --</p>
<p style="text-align: right;">Page 43</p> <p>1 it sometimes. So we discuss it. I don't know if it's</p> <p>2 more than -- I don't know if it's more than 20. I</p> <p>3 can't say. I don't know.</p> <p>4 BY MR. LEB SOCK:</p> <p>5 Q. Did you meet anybody else other than your</p> <p>6 husband to discuss -- in person, to discuss the</p> <p>7 Transpacific Airline settlements?</p> <p>8 A. Yes, I did.</p> <p>9 Q. Who else did you meet in person?</p> <p>10 A. Ted and Ann.</p> <p>11 Q. And on how many occasions did you meet with</p> <p>12 Ted and Ann?</p> <p>13 A. Just once before.</p> <p>14 Q. And when was that?</p> <p>15 A. I don't remember. Maybe a week or two ago.</p> <p>16 Q. How long was that meeting?</p> <p>17 A. Maybe like an hour or two hours, three hours.</p> <p>18 I don't remember exactly how long the meeting was. A</p> <p>19 few hours.</p> <p>20 Q. Have you looked at the Transpacific</p> <p>21 settlement website?</p> <p>22 A. The website or the -- does that include</p> <p>23 filing the claim?</p> <p>24 Q. Well, you can file the claims through the</p> <p>25 website?</p>	<p style="text-align: right;">Page 45</p> <p>1 A. Uh-huh.</p> <p>2 Q. -- what did you look at?</p> <p>3 MS. ST. JOHN: Objection to the form.</p> <p>4 THE WITNESS: I looked at the claims process</p> <p>5 again. That was what I said before.</p> <p>6 BY MR. LEB SOCK:</p> <p>7 Q. What else is on the website other than</p> <p>8 information about the claims process?</p> <p>9 MS. ST. JOHN: Objection to the form.</p> <p>10 THE WITNESS: I don't remember. I think it</p> <p>11 had like the defendants might have been on there.</p> <p>12 BY MR. LEB SOCK:</p> <p>13 Q. Settlement agreements, were they on there?</p> <p>14 A. I don't remember.</p> <p>15 Q. How about any of the pleadings in the case?</p> <p>16 Do you remember any of the pleadings in the case?</p> <p>17 A. I don't remember if there was pleadings.</p> <p>18 Q. Did you see the attorneys' fees motion on</p> <p>19 there?</p> <p>20 A. No, I did not.</p> <p>21 Q. Did you go to the FAQ section of the website?</p> <p>22 A. I think I glanced at it.</p> <p>23 Q. Did you read it, or did you glance at it?</p> <p>24 A. I browsed it. I don't think it had the</p> <p>25 answers -- I think I just browsed it.</p>

<p style="text-align: right;">Page 46</p> <p>1 Q. All right. Was there anything that you can 2 think of that was missing from the website? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: I guess there was like -- like 5 I said, I didn't know how you would have gotten to the 6 website if you didn't know about the proceeding 7 before. So I'm not sure how helpful that is. There 8 were -- it was a little confusing because it had 9 something -- it said that you had to have a flight 10 between here and Asia, but then it didn't identify 11 what area of Asia it was. I mean it's a pretty big 12 area. I wasn't sure, for instance, if certain areas 13 would count as Asia. I guess that would have been 14 more clarification. 15 I think it didn't have the date -- it didn't 16 clarify if you were a class member because it was like 17 open-ended dates or something like that. But yeah, I 18 mean just things like that. 19 BY MR. LEBSOCK: 20 Q. All right. Did you do any communication with 21 the settlement administrator to clear up your 22 questions? 23 MS. ST. JOHN: Objection to the form. 24 THE WITNESS: I don't even know how I would 25 get -- I don't know who the settlement administrator</p>	<p style="text-align: right;">Page 48</p> <p>1 administrator? 2 MS. ST. JOHN: Objection to the form. 3 THE WITNESS: No, I relied on them to make 4 sure that I was a class member. 5 BY MR. LEBSOCK: 6 Q. Did your attorneys clear up for you what 7 "Asia" meant? 8 MS. ST. JOHN: Objection. Privileged. 9 Objection to the form. Objection. Argumentative. 10 THE WITNESS: They just clarified to me that 11 I was a member. 12 BY MR. LEBSOCK: 13 Q. Okay. All right. Going back to the Center 14 for Class Action Fairness, what's your understanding 15 of how that organization is funded? 16 MS. ST. JOHN: Objection. Calls for 17 speculation. 18 THE WITNESS: I don't know. I know they're a 19 nonprofit. That's it. 20 BY MR. LEBSOCK: 21 Q. Do you know how much Ted Franks is paid? 22 MS. ST. JOHN: Objection. Completely 23 irrelevant. 24 THE WITNESS: No, I have no idea. 25 BY MR. LEBSOCK:</p>
<p style="text-align: right;">Page 47</p> <p>1 is. I don't know how to get there. So no, I did not 2 contact someone. I did not know how to do that. I 3 talked to my attorneys, though. 4 BY MR. LEBSOCK: 5 Q. Okay. So you talked to your attorneys. But 6 you didn't see on the website that you can E-mail the 7 settlement administrator if you have questions or 8 concerns? 9 MS. ST. JOHN: Objection to the form. 10 THE WITNESS: I don't know. I don't think I 11 saw that portion or anything when I looked through the 12 website. 13 BY MR. LEBSOCK: 14 Q. All right. And you didn't see the telephone 15 number for the settlement administrator when you were 16 on the website either? 17 MS. ST. JOHN: Objection to the form. 18 THE WITNESS: No, I did not. 19 BY MR. LEBSOCK: 20 Q. Do you know if your attorneys ever called the 21 settlement administrator? 22 MS. ST. JOHN: Objection to the form. 23 THE WITNESS: I don't know. 24 BY MR. LEBSOCK: 25 Q. Did you ask them to call the settlement</p>	<p style="text-align: right;">Page 49</p> <p>1 Q. Have you ever looked at the settlement 2 agreements yourself? 3 A. I relied on my attorneys for that. 4 Q. So I'm trying to understand, you may have 5 spent more than 40 hours considering your objections 6 to the Transpacific settlement. What is it that you 7 were doing during those, perhaps, 40 hours? 8 MS. ST. JOHN: Objection. Mischaracterizes 9 her testimony. Argumentative. Calls for speculation. 10 Calls for privileged information. 11 You can answer despite those objections. 12 THE WITNESS: I, you know, discussed the 13 settlement with my attorneys. I relied on them to 14 read, for instance, the large docket of information 15 that was on this case. I did not do that myself. I 16 trusted their -- 17 BY MR. LEBSOCK: 18 Q. How many defendants are there in the 19 Transpacific antitrust litigation? 20 MS. ST. JOHN: Objection. This isn't a pop 21 quiz. 22 THE WITNESS: A lot. 23 BY MR. LEBSOCK: 24 Q. "A lot"? How many? More than 10? 25 MS. ST. JOHN: Objection. Argumentative.</p>

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1 Calls for speculation.
2 THE WITNESS: I don't know. They've been
3 changing. So I don't know. I have no idea.
4 BY MR. LEBSOCK:
5 Q. All right. How many settlements have been
6 reached by the class plaintiffs with defendants in the
7 Transpacific litigation?
8 MS. ST. JOHN: Objection to the form.
9 THE WITNESS: I don't know.
10 BY MR. LEBSOCK:
11 Q. How many settlement classes are there?
12 MS. ST. JOHN: Objection to the form.
13 Objection. Argumentative.
14 THE WITNESS: I don't know.
15 BY MR. LEBSOCK:
16 Q. Did you get prepared for your deposition
17 today?
18 A. Yes.
19 Q. How much time did you spend getting ready for
20 your deposition?
21 A. I read the -- over my -- I mean I read over
22 some documents. Are you asking for a ballpark number?
23 Q. Yes.
24 A. A few hours.
25 Q. What documents did you review?

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1 A. The objection and my statement, and I guess I
2 had to review the documents that you asked me to
3 produce, the credit card statements. I had reviewed
4 those.
5 Q. All right. With respect to the objection
6 that you reviewed, was that the pleading that Center
7 for Class Action Fairness filed with the court
8 articulating the basis of the objection?
9 A. I don't know if it's a pleading.
10 Whatever they -- yeah. The objection? So I'm not
11 sure what you're saying. That the pleading is
12 something --
13 Q. Well, did you read the brief that Center for
14 Class Action Fairness filed with the court?
15 A. I think I did.
16 Q. All right. And did you review your
17 declaration?
18 A. Yes, I reviewed my declaration.
19 Q. And you reviewed the documents that you
20 produced in the litigation; right?
21 A. Yes.
22 Q. All right. What else did you look at?
23 A. That's it. Oh. I'm sorry. I also looked at
24 the website again, the claim form. Sorry. I forgot.
25 Q. Okay. So what on the website did you look

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1 at? Just your claim form?
2 A. Yes.
3 MR. LEBSOCK: All right. We've been going
4 for a little bit. I don't know if you want to take a
5 break or not.
6 MS. ST. JOHN: Yeah, let's take a break.
7 MR. LEBSOCK: Okay.
8 THE VIDEOGRAPHER: Going off the record at
9 10:55.
10 (A recess was taken from 10:55 a.m.
11 to 11:03 a.m.)
12 THE VIDEOGRAPHER: We are now back on the
13 record at 11:03.
14 BY MR. LEBSOCK:
15 Q. Okay. Ms. Yang, have you ever had your
16 deposition taken before?
17 A. No.
18 MR. LEBSOCK: All right. We've marked as
19 Exhibit 1 to the deposition the declaration that you
20 filed in this case; is that correct?
21 (Deposition Exhibit 1 was marked for
22 identification.)
23 MS. ST. JOHN: And if I could just note for
24 the record, Exhibit 1 does not include the exhibits to
25 the declaration.

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1 THE WITNESS: Was there a question?
2 BY MR. LEBSOCK:
3 Q. So the question is, is Exhibit 1 your
4 declaration that you filed in this case?
5 A. Yes.
6 Q. All right. We'll get to the exhibits in a
7 bit. Who prepared this declaration for you?
8 MS. ST. JOHN: Objection to the form.
9 THE WITNESS: My attorneys helped me with
10 this.
11 BY MR. LEBSOCK:
12 Q. Did you write any portion of it yourself?
13 MS. ST. JOHN: Objection to the form.
14 THE WITNESS: I believe I wrote some parts,
15 yes.
16 BY MR. LEBSOCK:
17 Q. All right. Why don't we go through it, and
18 tell me what parts you wrote for yourself.
19 MS. ST. JOHN: Objection to the form.
20 THE WITNESS: I mean I gave them all the
21 information for this. So I mean, I gave them my
22 address, my E-mail. A lot of this is like me telling
23 them this. So I don't know what you mean by writing
24 it. Physically typing it up? I didn't type it up.
25 BY MR. LEBSOCK:

<p style="text-align: right;">Page 54</p> <p>1 Q. Did you review it before you signed it?</p> <p>2 A. Yes, I did.</p> <p>3 Q. All right. Did you carefully review it?</p> <p>4 MS. ST. JOHN: Objection to the form.</p> <p>5 THE WITNESS: I reviewed it. I don't know</p> <p>6 what you mean by "carefully" reviewed it. I read it</p> <p>7 over.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. Was there anything in it that you had</p> <p>10 questions about?</p> <p>11 A. I think we were only looking at the final</p> <p>12 form. So I don't want to say like there were</p> <p>13 different versions, but I don't know if that --</p> <p>14 Q. Fair enough. So as to the final version that</p> <p>15 you have here, were there any lingering questions in</p> <p>16 your mind about anything that's contained in this</p> <p>17 declaration?</p> <p>18 MS. ST. JOHN: Objection to the form.</p> <p>19 THE WITNESS: I don't think so.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. All right. Is there anything in the</p> <p>22 declaration that was filed in this case by you that</p> <p>23 you disagreed with?</p> <p>24 A. No, I don't think so.</p> <p>25 Q. And is there anything in the declaration you</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. Okay. And how many times have you traveled</p> <p>2 to Asia?</p> <p>3 A. In my lifetime?</p> <p>4 MS. ST. JOHN: Objection to the form.</p> <p>5 BY MR. LEBSOCK:</p> <p>6 Q. During the period from January 1 --</p> <p>7 A. Oh.</p> <p>8 Q. -- 2000 to the present.</p> <p>9 A. I'm not sure, actually. These are the ones</p> <p>10 that I purchased. Probably have went before,</p> <p>11 actually, with my parents. I would have to look. But</p> <p>12 yeah, I've been to Asia more than these three times.</p> <p>13 I just don't remember.</p> <p>14 Q. All right. With respect to your travel to</p> <p>15 Asia from January 1, 2000 to the present, can you tell</p> <p>16 me all of the airlines that you traveled on?</p> <p>17 MS. ST. JOHN: Objection to the form.</p> <p>18 THE WITNESS: Oh, I would not know. I'd have</p> <p>19 to look into the information.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. Were they always American carriers?</p> <p>22 A. No.</p> <p>23 Q. Did you travel on some foreign airlines?</p> <p>24 A. I think so. Yeah, probably I've traveled on</p> <p>25 foreign airline before.</p>
<p style="text-align: right;">Page 55</p> <p>1 weren't sure about?</p> <p>2 A. Sorry. That I wasn't sure about?</p> <p>3 Q. Right.</p> <p>4 A. To my knowledge, it seems to be fine.</p> <p>5 Q. All right. Is your signature at the end, on</p> <p>6 Page 3 of Exhibit 1?</p> <p>7 A. Yes.</p> <p>8 Q. And did you sign the declaration on April 8,</p> <p>9 2015?</p> <p>10 A. I believe so.</p> <p>11 Q. All right. In Paragraph 3 you say that</p> <p>12 you're a resident who purchased at least one ticket</p> <p>13 for air travel that included at least one flight</p> <p>14 segment between the United States and Asia between</p> <p>15 January 1, 2000 and the present. Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Is that a true statement?</p> <p>18 A. Yes.</p> <p>19 Q. And on what airline did you purchase at least</p> <p>20 one ticket for air travel?</p> <p>21 MS. ST. JOHN: Objection. The declaration</p> <p>22 speaks for itself.</p> <p>23 THE WITNESS: I think it says later on that</p> <p>24 American Airlines was the one.</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. Have you traveled Transpacific on foreign</p> <p>2 airlines?</p> <p>3 A. Yes, I think, yeah, I probably have.</p> <p>4 Q. Which ones?</p> <p>5 MS. ST. JOHN: Objection to the form.</p> <p>6 THE WITNESS: I don't remember. Again, I</p> <p>7 didn't purchase the tickets. My parents did. So I</p> <p>8 have no idea.</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. Okay. So is it true that the universe of</p> <p>11 tickets that you are basing your objection on are the</p> <p>12 three American Airlines tickets that are referenced in</p> <p>13 the documents you've submitted?</p> <p>14 A. Yes.</p> <p>15 MS. ST. JOHN: Objection to the form.</p> <p>16 THE WITNESS: Sorry. Yes.</p> <p>17 BY MR. LEBSOCK:</p> <p>18 Q. You say that you were not reimbursed for</p> <p>19 these purchases by a third party. Do you see that at</p> <p>20 the end of Paragraph 3?</p> <p>21 A. Yes.</p> <p>22 Q. So for the three American Airlines tickets,</p> <p>23 you paid for those out of your own account?</p> <p>24 A. Yes.</p> <p>25 Q. And you were not reimbursed by anyone else</p>

15 (Pages 54 - 57)

<p style="text-align: right;">Page 58</p> <p>1 for that?</p> <p>2 A. Yes.</p> <p>3 MS. ST. JOHN: Objection to the form.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. I happen to notice that one of the tickets</p> <p>6 was for Adam Schulman?</p> <p>7 A. Yes.</p> <p>8 Q. And you paid for that ticket?</p> <p>9 A. Yes.</p> <p>10 Q. Were you married at the time?</p> <p>11 A. That I bought the ticket or that I took the</p> <p>12 flight?</p> <p>13 Q. Well, how about when you bought the ticket?</p> <p>14 A. I think I bought the ticket -- let's see. I</p> <p>15 don't remember exactly the date. July -- August 20?</p> <p>16 Then no, I was not married on that date.</p> <p>17 Q. When did you get married to Mr. Schulman?</p> <p>18 A. September 14, 2013.</p> <p>19 Q. All right. So you purchased a ticket for</p> <p>20 Mr. Schulman to travel to China before you were</p> <p>21 married?</p> <p>22 A. Yes.</p> <p>23 Q. And he did not reimburse you for that?</p> <p>24 A. No.</p> <p>25 Q. How come you paid for that ticket?</p>	<p style="text-align: right;">Page 60</p> <p>1 A. United States patent office.</p> <p>2 Q. So the three American Airlines tickets that</p> <p>3 you've submitted in conjunction with your objection,</p> <p>4 were those all trips to China?</p> <p>5 A. Yes.</p> <p>6 Q. And was the purpose of the trips to visit</p> <p>7 your family in China?</p> <p>8 A. Yes.</p> <p>9 Q. And did any of your family members reimburse</p> <p>10 you for your travel to China?</p> <p>11 A. No.</p> <p>12 Q. Where in China did you go?</p> <p>13 A. I think first one -- I mean all the trips</p> <p>14 were to Beijing because I have family there. During</p> <p>15 the two trips I have also gone to Shiyan and some</p> <p>16 other places in China.</p> <p>17 Q. And what family is still located in China?</p> <p>18 A. As of today, or the time I was visiting?</p> <p>19 Q. At the time you were visiting?</p> <p>20 A. At the time I was visiting, my grandfather</p> <p>21 was there. I have an uncle, aunt, cousin on my mom's</p> <p>22 side. And then my dad's side, I think my grandfather</p> <p>23 was not there on my dad's side. So uncles, aunts,</p> <p>24 cousins, yeah.</p> <p>25 Q. Did your parents give you any money to offset</p>
<p style="text-align: right;">Page 59</p> <p>1 MS. ST. JOHN: Objection to the form.</p> <p>2 THE WITNESS: I believe I purchased that</p> <p>3 ticket on my credit card that is tied to my frequent</p> <p>4 flyer miles. So I got points for it. So I purchased</p> <p>5 it when I found the tickets and I did the booking.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. All right. So you received some frequent</p> <p>8 flyer miles for booking the ticket for Mr. Schulman?</p> <p>9 A. No, not frequent flyer miles. Well, frequent</p> <p>10 flyer miles because it's tied to a credit card. So</p> <p>11 the amount you spend on the credit card you can get</p> <p>12 miles for the amount of money that you spend. So that</p> <p>13 way, it's -- you get frequent flyer miles from</p> <p>14 spending money on the credit card.</p> <p>15 Q. And how come it is that Mr. Schulman didn't</p> <p>16 reimburse you for the purchase of the ticket for his</p> <p>17 travel?</p> <p>18 MS. ST. JOHN: Objection to the form.</p> <p>19 THE WITNESS: He didn't. I bought the</p> <p>20 tickets because I wanted him to come to China to visit</p> <p>21 my family. So it made sense that I bought them.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. Were you working in 2012?</p> <p>24 A. Yes, I was.</p> <p>25 Q. Where were you working?</p>	<p style="text-align: right;">Page 61</p> <p>1 any of your expenses associated with going to China to</p> <p>2 visit family?</p> <p>3 A. No.</p> <p>4 Q. Okay. Can you take a look at Paragraph 5,</p> <p>5 please.</p> <p>6 A. Uh-huh.</p> <p>7 Q. You write, "I am thus a member of the</p> <p>8 proposed settlement classes with standing to object."</p> <p>9 Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. And then you cite Federal Rule of Civil</p> <p>12 Procedure 23(e)(5). Do you see that?</p> <p>13 A. Yes, I see that.</p> <p>14 Q. Okay. So tell me why it is that you think</p> <p>15 you're a member of the proposed settlement classes?</p> <p>16 MS. ST. JOHN: Objection. Calls for a legal</p> <p>17 conclusion. The declaration speaks for itself.</p> <p>18 THE WITNESS: I relied on my attorneys for</p> <p>19 this one.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. So -- I'm sorry. Let's go back to</p> <p>22 Paragraph 1.</p> <p>23 A. Okay.</p> <p>24 Q. You write, "I have personal knowledge of the</p> <p>25 facts set forth herein, and if called as a witness</p>

<p style="text-align: right;">Page 62</p> <p>1 could and would testify competently thereto." Do you 2 see that? 3 A. Uh-huh. 4 Q. So you do have personal knowledge of the 5 facts set forth in the declaration? 6 A. Yes, I do. 7 Q. Okay. So why are you a member of the 8 proposed settlement classes? 9 MS. ST. JOHN: Objection. Argumentative. 10 THE WITNESS: Well, again, I relied on my 11 attorneys, but I also was able to fill out a claim 12 form. So with that and what my attorney said, then 13 yeah, I thought I was a class member. 14 BY MR. LEBSOCK: 15 Q. Okay. Well, you don't say you thought you 16 were a class member. You say, "I am." 17 A. Right. I thought at the time, and I 18 currently think that I'm a class member. 19 Q. Okay. So I'm asking for the basis of your 20 assertion that you are a member of the settlement 21 classes. 22 MS. ST. JOHN: Objection to the form. 23 Objection. Calls for a legal conclusion. 24 THE WITNESS: The basis, again, is what my 25 attorneys -- I relied on my attorneys, and also from</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. You don't know that? 2 A. No, I don't know. 3 Q. Did you ever know that? 4 MS. ST. JOHN: Objection to the form. 5 THE WITNESS: I don't know. I would have to 6 ask -- again, I relied on my attorneys for reviewing 7 if there are multiple settlement classes or if not, I 8 relied on them to review them and let me know if I'm a 9 member. So, you know... 10 BY MR. LEBSOCK: 11 Q. Okay. So you've relied on your attorney. I 12 get that. What other facts do you have to support the 13 notion that you -- where you state here, "I am thus a 14 member of the proposed settlement classes with 15 standing to object." 16 MS. ST. JOHN: Objection. Asked and 17 answered. The declaration speaks for itself. 18 THE WITNESS: From your on-line claim form, 19 it seems that I fit all the criteria that was on the 20 claim form. You know, when I filled it out, it didn't 21 say, "You are not a class member." So that is part of 22 what I'm basing that I'm a class member, and also, my 23 attorneys reviewed the same as I gave, and they think 24 I'm a class member. 25 BY MR. LEBSOCK:</p>
<p style="text-align: right;">Page 63</p> <p>1 the information that was on the on-line claim form, it 2 seems that I'm a class member. 3 BY MR. LEBSOCK: 4 Q. A class member. How many settlement classes 5 are there? 6 MS. ST. JOHN: Objection. Asked and 7 answered. 8 THE WITNESS: I don't know. 9 BY MR. LEBSOCK: 10 Q. So in the 40 hours of preparing your 11 objection, you don't know how many settlement classes 12 there are? 13 MS. ST. JOHN: Objection. Argumentative. 14 THE WITNESS: I do not know the proposed 15 settlement classes. I don't know the number. 16 BY MR. LEBSOCK: 17 Q. Did you ever know the number? 18 A. I don't think so. I don't remember if I've 19 ever been told the number. I don't remember. 20 Q. Well, you use the word "classes." Is there 21 more than one settlement class? 22 MS. ST. JOHN: Objection. Argumentative. 23 THE WITNESS: I don't know if there's more 24 than one settlement classes. 25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 65</p> <p>1 Q. Okay. All right. So there's nothing else 2 that you've got to say to me about the factual basis 3 for you to make the assertion that you are a member of 4 the settlement classes? 5 MS. ST. JOHN: Objection to the form. 6 THE WITNESS: The factual basis is the 7 on-line claim form. I filled it out. I fit what you, 8 you know, put on the on-line claim form. So that's 9 the factual basis. 10 BY MR. LEBSOCK: 11 Q. Okay. All right. And you wrote there, "See 12 Federal Rule of Civil Procedure 23(e)(5). Why were 13 you telling us about that federal rule?" 14 MS. ST. JOHN: Objection. Calls for a legal 15 conclusion. Calls for privileged information. 16 THE WITNESS: Again, I'm assuming that has to 17 do with class actions, and that's -- my attorneys 18 cited that. 19 BY MR. LEBSOCK: 20 Q. Okay. I asked you earlier. You have not 21 personally reviewed any of the settlement agreements, 22 have you? 23 A. No, I have not. 24 MR. LEBSOCK: Okay. Let's mark as Exhibit 2 25 the Cathay Pacific settlement agreement.</p>

<p style="text-align: right;">Page 66</p> <p>1 (Deposition Exhibit 2 was marked for 2 identification.) 3 MR. LEBSOCK: So you have been handed a 4 document with a caption on it, "Settlement Agreement 5 Between Plaintiffs and Cathay Pacific Airways, 6 Limited." 7 Q. Correct? 8 A. Correct. 9 Q. All right. Have you seen this document 10 before? 11 A. No, I have not. 12 Q. Are you aware this document is on the 13 website? 14 A. No, I'm not aware. 15 Q. Didn't look for it, did you? 16 MS. ST. JOHN: Objection. 17 THE WITNESS: I did not know to look for 18 this. 19 MR. LEBSOCK: All right. Let's turn to 20 Paragraph 3. 21 Q. Do you see it says, "Class Certification" 22 there on Page 5? 23 A. Oh, 5. 24 (The witness reviewed Exhibit 2.) 25 THE WITNESS: Uh-huh.</p>	<p style="text-align: right;">Page 68</p> <p>1 or Oceania from defendant? The definition of 2 defendant is in 1.6, Page 3. 3 MS. ST. JOHN: Objection. This calls for a 4 legal conclusion. We're not going to sit here and 5 analyze the agreement, looking at various terms like 6 this. It's unnecessary. Calls for a legal 7 conclusion. Calls for speculation. 8 If you aren't sure based on the amount of 9 time you have to review this document... 10 MR. LEBSOCK: Ms. Yang, take all the time you 11 need. 12 (The witness further reviewed Exhibit 2.) 13 THE WITNESS: I don't know, actually. 14 BY MR. LEBSOCK: 15 Q. You don't see -- in 1.6, you don't see 16 American Airlines, do you? 17 A. I do not see it on this -- listed in 1.6. I 18 agree, I don't see it. 19 Q. You don't see that there, do you? 20 A. No, I don't. 21 Q. Okay. So let's go back to 3. So why don't 22 you take a minute to review the settlement class 23 definition, and tell me whether you think you're a 24 member of the Cathay Pacific settlement class. 25 MS. ST. JOHN: Objection. Calls for a legal</p>
<p style="text-align: right;">Page 67</p> <p>1 BY MR. LEBSOCK 2 Q. All right. You see it says, "Settlement 3 Class"; right? 4 A. Yes. 5 MR. LEBSOCK: Why don't you take a minute to 6 read the settlement class definition. 7 (The witness further reviewed Exhibit 2.) 8 THE WITNESS: Okay. 9 BY MR. LEBSOCK: 10 Q. Okay. You've had a chance to read it? 11 A. Yes. 12 Q. All right. So are you a member of this 13 settlement class? 14 MS. ST. JOHN: Objection. Counsel, we're not 15 going to sit here and parse through a 20-page document 16 for her to analyze whether she, you know, fits within 17 these defined terms and different -- she's testified 18 that she's a class member. She's testified that she 19 has not seen this document before, and we're not going 20 to sit here and have her draw a legal conclusion based 21 on a 20-page document. 22 BY MR. LEBSOCK: 23 Q. Are you a person or entity that purchased 24 passenger air transportation that included at least 25 one flight segment between the United States and Asia</p>	<p style="text-align: right;">Page 69</p> <p>1 conclusion. 2 (The witness further reviewed Exhibit 3.) 3 THE WITNESS: I don't know. I mean I don't 4 know what the predecessor, subsidiary or hereafter 5 are. So I don't know. 6 BY MR. LEBSOCK: 7 Q. Well, do you think American Airlines is a 8 predecessor, subsidiary, or affiliate of any of the 9 defendants identified in 1.6? 10 MS. ST. JOHN: Objection. Calls for 11 speculation. Calls for a legal conclusion. 12 THE WITNESS: I don't know. I know that 13 American Airlines has affiliates in other -- in 14 foreign airlines. I don't know. I don't have the 15 knowledge at this time about this. 16 BY MR. LEBSOCK: 17 Q. Okay. In the 40 hours of discussions you had 18 with your counsel about preparing your objections, did 19 the issue about whether you actually had standing in 20 the settlement classes ever come up? 21 MS. ST. JOHN: Objection. Calls for 22 privileged information. 23 THE WITNESS: I mean yes, standing -- sorry. 24 Whether I was part of the settlement class, this 25 definition that you give here --</p>

<p style="text-align: right;">Page 70</p> <p>1 MS. ST. JOHN: If I can just stop you and say 2 that if it calls for discussions between your counsel, 3 be careful not to reveal those -- that information. 4 THE WITNESS: Did you ask -- you're asking 5 did we discuss standing? 6 MR. LEBSOCK: Yeah. 7 MS. ST. JOHN: And I'm going to object on 8 privilege. 9 THE WITNESS: I mean yeah, I'm sure we 10 discussed standing at some point. 11 BY MR. LEBSOCK: 12 Q. All right. Well, did you discuss standing as 13 to whether you had standing to object to the Cathay 14 Pacific settlement? 15 MS. ST. JOHN: Objection. Calls for 16 privileged information. 17 I'm going to ask you not to answer. 18 BY MR. LEBSOCK: 19 Q. Okay. Are you going to follow your counsel's 20 advice on that? 21 A. Yeah. 22 Q. Okay. What's the basis of you saying in 23 Paragraph 5 that you are "thus a member of the 24 proposed settlement classes," and specifically, the 25 Cathay Pacific settlement class?</p>	<p style="text-align: right;">Page 72</p> <p>1 member of the Cathay -- what is it? The Cathay 2 Pacific Airlines settlement. 3 BY MR. LEBSOCK: 4 Q. You didn't say that? 5 A. I said I -- 6 MS. ST. JOHN: Objection. 7 THE WITNESS: I said I'm a member of the 8 proposed settlement classes. Obviously, it doesn't 9 specify which ones. 10 BY MR. LEBSOCK: 11 Q. Okay. Well, which settlement classes are you 12 a member of? 13 MS. ST. JOHN: Objection to the form. The 14 declaration speaks for itself. 15 THE WITNESS: It seems to me that I'm either 16 a member of a class or not. So whichever classes that 17 include the travel that I have provided in my 18 declaration, I'm a member of those classes. 19 BY MR. LEBSOCK: 20 Q. Well, are you objecting to anything about the 21 Cathay Pacific settlement? 22 MS. ST. JOHN: Objection. Our briefing 23 speaks for itself. Calls for a legal conclusion. 24 Object to the form. 25 BY MR. LEBSOCK:</p>
<p style="text-align: right;">Page 71</p> <p>1 MS. ST. JOHN: Objection. Calls for a legal 2 conclusion. Calls for speculation. Object to the 3 form. 4 THE WITNESS: Again, I said this before. The 5 on-line claim form said that if you were a member that 6 purchased, you know, airline transportation. I fit 7 what it says for settlement classes. I didn't -- no, 8 that's -- and I relied on my attorneys for this. I am 9 a member of the settlement classes. 10 BY MR. LEBSOCK: 11 Q. Okay. So other than relying on your 12 attorney -- 13 A. And reading the on-line claim form, which I 14 said I did. 15 Q. You did not read the Cathay Pacific 16 settlement, did you? 17 A. I did not read the specific settlement. 18 Q. All right. So when you said that you had 19 personal knowledge that you were a member of the 20 Cathay Pacific settlement class, that wasn't true, was 21 it? 22 MS. ST. JOHN: Objection. Misstates the 23 testimony. Misstates the record evidence. Calls for 24 speculation. Argumentative. 25 THE WITNESS: I didn't say that I was a</p>	<p style="text-align: right;">Page 73</p> <p>1 Q. I'm asking you as the objector. Are you 2 objecting to anything in the Cathay Pacific settlement 3 agreement? 4 MS. ST. JOHN: Same objections. 5 THE WITNESS: I would have to check and see 6 what the objection says. I don't know. I haven't 7 read this entire document. So I don't know what I'm 8 objecting to. 9 BY MR. LEBSOCK: 10 Q. Ms. Yang, we're here today to understand 11 whether you have standing to raise objections, and 12 then what those objections are. 13 A. Uh-huh. 14 Q. Okay. So my question is are you objecting to 15 anything in the Cathay Pacific settlement agreement? 16 MS. ST. JOHN: Objection. We stand on the 17 objections she filed. It's clear from that document 18 that she is, and to the extent, you know, you want to 19 be argumentative about what documents she's reviewed, 20 she's answered your questions. 21 BY MR. LEBSOCK: 22 Q. There's a question that is pending. 23 A. Can you repeat the question again. 24 MS. ST. JOHN: Do you need to review your 25 objection?</p>

<p style="text-align: right;">Page 74</p> <p>1 BY MR. LEB SOCK:</p> <p>2 Q. The question is do you have objections to the</p> <p>3 Cathay Pacific settlement?</p> <p>4 MS. ST. JOHN: And if you need to refresh</p> <p>5 your recollection with any documents, we can take a</p> <p>6 moment to do that.</p> <p>7 THE WITNESS: I probably would have to look</p> <p>8 at the objections and see if there's anything.</p> <p>9 MR. LEB SOCK: Okay. Why don't we do that.</p> <p>10 THE WITNESS: Okay.</p> <p>11 MS. ST. JOHN: Can we go off the record so</p> <p>12 she has a moment to review her objections?</p> <p>13 MR. LEB SOCK: No. I'd like her to stay on</p> <p>14 the record.</p> <p>15 We'll mark as Exhibit 3 the objection of Amy</p> <p>16 Yang.</p> <p>17 (Deposition Exhibit 3 was marked for</p> <p>18 identification.)</p> <p>19 MR. LEB SOCK: So ma'am, just so we get the</p> <p>20 record clear, we've marked as Exhibit 3 the objections</p> <p>21 of Amy Yang.</p> <p>22 Q. And you're taking a look at that; right?</p> <p>23 A. Yes.</p> <p>24 Q. All right. You asked to review this</p> <p>25 document. So my question to you is whether you are</p>	<p style="text-align: right;">Page 76</p> <p>1 MS. ST. JOHN: I am not.</p> <p>2 MR. LEB SOCK: -- and coaching her, and it is</p> <p>3 inappropriate. And if we're going to continue to do</p> <p>4 it, then we're going to have to call Judge Ru.</p> <p>5 MS. ST. JOHN: I'm not coaching her. I'm</p> <p>6 simply trying to protect the witness from your</p> <p>7 badgering and harassment. She's testified --</p> <p>8 MR. LEB SOCK: My question is very simple.</p> <p>9 It's a legitimate question.</p> <p>10 Q. Are you objecting to anything in the Cathay</p> <p>11 Pacific settlement?</p> <p>12 A. I'm objecting to whatever is in the Cathay</p> <p>13 settlement that, you know, goes with the objection</p> <p>14 that I filed.</p> <p>15 Q. All right. And what's your standing to do</p> <p>16 that?</p> <p>17 MS. ST. JOHN: Objection. Calls for a legal</p> <p>18 conclusion. Asked and answered. This is bordering on</p> <p>19 badgering at this point.</p> <p>20 THE WITNESS: Again, I don't know about --</p> <p>21 like I relied on my attorneys for standing. I don't</p> <p>22 know. I can't make a decision whether I have</p> <p>23 standing. I guess the courts will see if I have</p> <p>24 standing or not.</p> <p>25 BY MR. LEB SOCK:</p>
<p style="text-align: right;">Page 75</p> <p>1 making an objection as to anything in the Cathay</p> <p>2 Pacific settlement?</p> <p>3 (The witness reviewed Exhibit 3.)</p> <p>4 MS. ST. JOHN: Counsel, we need to go off the</p> <p>5 record to let her have a break.</p> <p>6 MR. LEB SOCK: Why? We just had a break.</p> <p>7 MS. ST. JOHN: You've just handed her a</p> <p>8 25-page document after another 25-page document.</p> <p>9 THE WITNESS: I'm going to have to read</p> <p>10 this --</p> <p>11 MS. ST. JOHN: You know, we're wasting</p> <p>12 everybody's time, sitting here going through it. The</p> <p>13 objection is clear that she's objecting to all of the</p> <p>14 settlement of which she is a member and --</p> <p>15 MR. LEB SOCK: Okay. So let's let her testify</p> <p>16 and not you because this is my opportunity to ask the</p> <p>17 witness what her objections are.</p> <p>18 MS. ST. JOHN: And the record is clear.</p> <p>19 She's objecting to all of the settlement classes in</p> <p>20 which she's a member, which includes --</p> <p>21 MR. LEB SOCK: So Ms. St. John --</p> <p>22 MS. ST. JOHN: Cathay Pacific settlements.</p> <p>23 MR. LEB SOCK: -- this is not the way that we</p> <p>24 do things in the Northern District of California. You</p> <p>25 are now testifying for her --</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. You swear under penalty of perjury, under the</p> <p>2 laws of the United States of America, that your</p> <p>3 declaration is true; right?</p> <p>4 A. Yes.</p> <p>5 Q. All right. You wouldn't be pressing an</p> <p>6 objection to which you don't have standing to object,</p> <p>7 would you?</p> <p>8 A. Well, this is to my knowledge. I assume that</p> <p>9 I have -- you know, I trusted my attorneys. This is</p> <p>10 what I believe is correct and true. Especially at the</p> <p>11 time because it was executed on, like you said,</p> <p>12 April 8.</p> <p>13 Q. Right. So you had plenty of time at that</p> <p>14 point to do adequate diligence. In fact, you spent</p> <p>15 40 hours discussing your objections; right?</p> <p>16 A. Discussing the objections.</p> <p>17 MS. ST. JOHN: Objection. Argumentative.</p> <p>18 BY MR. LEB SOCK:</p> <p>19 Q. Okay. And as of that time and as of the</p> <p>20 diligence that you had done, you believe that your</p> <p>21 declaration is true; correct?</p> <p>22 A. Yes.</p> <p>23 Q. Can you point me to anything that says that</p> <p>24 you have standing to object to the Cathay Pacific</p> <p>25 settlement?</p>

20 (Pages 74 - 77)

<p style="text-align: right;">Page 78</p> <p>1 MS. ST. JOHN: Objection. Argumentative.</p> <p>2 Calls for a legal conclusion. Beyond the scope of the</p> <p>3 deposition.</p> <p>4 THE WITNESS: You know, like I said, I don't</p> <p>5 know the specifics of the standing for the specific</p> <p>6 settlement. I relied on my attorneys. I put forth,</p> <p>7 you know, the documents that I have. That's pretty</p> <p>8 much it.</p> <p>9 BY MR. LEB SOCK:</p> <p>10 Q. Do you think it's fair for the class to have</p> <p>11 to spend time determining whether you have standing to</p> <p>12 object to the Cathay Pacific settlement?</p> <p>13 MS. ST. JOHN: Objection. Calls for a legal</p> <p>14 conclusion. Argumentative.</p> <p>15 THE WITNESS: Well, it would be -- someone</p> <p>16 has to find out whether people have standing. Someone</p> <p>17 has to give them notice whether they have standing or</p> <p>18 not. So I don't know what you mean by whether it's</p> <p>19 fair or not. I think it's fair to give people the</p> <p>20 opportunity to object.</p> <p>21 BY MR. LEB SOCK:</p> <p>22 Q. My question is, is it fair for the settlement</p> <p>23 class to have to spend the time to figure out whether,</p> <p>24 in fact, you are a class member of the Cathay Pacific</p> <p>25 settlement class?</p>	<p style="text-align: right;">Page 80</p> <p>1 A. Yes.</p> <p>2 Q. All right. And do you see that this is the</p> <p>3 settlement agreement between plaintiffs and Thai</p> <p>4 Airways International Public Co, Limited?</p> <p>5 A. Uh-huh.</p> <p>6 Q. Is that a "yes"?</p> <p>7 A. Yes.</p> <p>8 Q. Would you take a look at Paragraph 3, which</p> <p>9 starts on Page 7? Do you see there where it says,</p> <p>10 "Class Certification"?</p> <p>11 A. Yes, I do.</p> <p>12 Q. A foundational question. Before just now,</p> <p>13 have you read the Thai Airways settlement agreement?</p> <p>14 A. No, I did not.</p> <p>15 Q. Are you aware that it was on the website?</p> <p>16 A. No, I was not aware.</p> <p>17 Q. Did you look for it on the website?</p> <p>18 A. If I wasn't aware of it, I couldn't look for</p> <p>19 it.</p> <p>20 Q. Why don't you take a look at the -- at</p> <p>21 Paragraph 3, "Class Certification." Do you see there</p> <p>22 "Settlement Class"?</p> <p>23 A. Yes.</p> <p>24 Q. Why don't you review that, please.</p> <p>25 (The witness reviewed Exhibit 4.)</p>
<p style="text-align: right;">Page 79</p> <p>1 MS. ST. JOHN: Objection. Asked and</p> <p>2 answered. Calls for speculation. Calls for a legal</p> <p>3 conclusion. Argumentative.</p> <p>4 THE WITNESS: I gave my declaration to the</p> <p>5 best of my knowledge, and that's what I --</p> <p>6 BY MR. LEB SOCK:</p> <p>7 Q. Well, the best your knowledge wasn't based on</p> <p>8 reading the settlement agreement, was it?</p> <p>9 MS. ST. JOHN: Objection. Argumentative.</p> <p>10 THE WITNESS: You've just said there's</p> <p>11 multiple settlement agreements. I couldn't have read</p> <p>12 all of them.</p> <p>13 BY MR. LEB SOCK:</p> <p>14 Q. In the 40 hours, you couldn't have read any</p> <p>15 of them?</p> <p>16 MS. ST. JOHN: Objection. Argumentative.</p> <p>17 THE WITNESS: No. I was talking to my</p> <p>18 attorneys. It's not that I was reading settlement</p> <p>19 agreements.</p> <p>20 MR. LEB SOCK: Okay. Let's mark as Exhibit 4</p> <p>21 the Thai Airways International settlement agreement.</p> <p>22 (Deposition Exhibit 4 was marked for</p> <p>23 identification.)</p> <p>24 BY MR. LEB SOCK:</p> <p>25 Q. Ms. Yang, you have Exhibit 4 in front of you?</p>	<p style="text-align: right;">Page 81</p> <p>1 THE WITNESS: This seems --</p> <p>2 MS. ST. JOHN: Wait for him to ask a</p> <p>3 question.</p> <p>4 BY MR. LEB SOCK:</p> <p>5 Q. All right. So you've had a chance now to</p> <p>6 review the settlement class definition?</p> <p>7 A. Yes.</p> <p>8 Q. All right. Why don't you turn to Page 3,</p> <p>9 Paragraph 1.4.</p> <p>10 A. Uh-huh.</p> <p>11 Q. Now, that's the definition for defendants?</p> <p>12 A. Uh-huh.</p> <p>13 Q. Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. In 1.4, do you see American Airlines</p> <p>16 anywhere?</p> <p>17 A. I do not.</p> <p>18 MS. ST. JOHN: Objection, for the record.</p> <p>19 BY MR. LEB SOCK:</p> <p>20 Q. Okay. So the answer is in 1.4 you do not see</p> <p>21 American Airlines; right?</p> <p>22 A. No, I do not.</p> <p>23 Q. So going back to the settlement class</p> <p>24 definition, do you see that, Paragraph 3?</p> <p>25 A. Yes.</p>

21 (Pages 78 - 81)

<p style="text-align: right;">Page 82</p> <p>1 Q. Are you a member of the Thai Airways 2 settlement class, ma'am?</p> <p>3 MS. ST. JOHN: Objection. Calls for a legal 4 conclusion, asks her to interpret a 30-plus page 5 document that she's testified she's never seen before, 6 on the fly. She's not going to interpret this 7 document.</p> <p>8 BY MR. LEB SOCK:</p> <p>9 Q. Are you a person?</p> <p>10 MS. ST. JOHN: Objection. It could be a 11 defined term.</p> <p>12 BY MR. LEB SOCK:</p> <p>13 Q. Well, are you a person or entity?</p> <p>14 MS. ST. JOHN: Objection.</p> <p>15 THE WITNESS: Are you asking if I'm a member 16 of the settlement class?</p> <p>17 BY MR. LEB SOCK:</p> <p>18 Q. I'm asking you if you are a person or an 19 entity?</p> <p>20 MS. ST. JOHN: Objection.</p> <p>21 THE WITNESS: I think so.</p> <p>22 BY MR. LEB SOCK:</p> <p>23 Q. Do you think you're a person?</p> <p>24 A. Yeah. I think I'm a person, but I don't know 25 if there's a definition for person in this, you know,</p>	<p style="text-align: right;">Page 84</p> <p>1 interpretation of the document. I'm asking for your 2 understanding.</p> <p>3 THE WITNESS: Well, my understanding -- so I 4 have to read the document to see what their 5 definitions of persons and entities are, and then so I 6 go through the document, which I'm doing right now. 7 (The witness further reviewed Exhibit 4.)</p> <p>8 THE WITNESS: It seems that the document 9 states that a person means an individual or an entity 10 which is not that -- okay. All persons and entities. 11 So I guess, I mean I think I'm an individual. So if 12 you're asking my opinion but not a legal opinion on 13 what it means, whether I'm a person or an entity from 14 the definition in this settlement, it says the person 15 being an individual or an entity. So, you know, 16 you're asking for my opinion. It seems that I would 17 fit the definition of a person in this. But, again, 18 I'm just using what they say, what "person" is.</p> <p>19 BY MR. LEB SOCK:</p> <p>20 Q. So let's focus on the fact that the 21 transportation had to have been purchased from 22 defendants. Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. All right. And we've already been through 25 the fact that defendants is a defined term in the</p>
<p style="text-align: right;">Page 83</p> <p>1 because there's a definition for defendants and 2 there's a definition for directors, employees.</p> <p>3 MS. ST. JOHN: I'm going to object. The 4 point is you're asking her to interpret a 30-page 5 document she's never seen before. You haven't given 6 her an opportunity to review it. She's not going to, 7 on the fly, decide what these different words mean. 8 This is a legal document. It calls for a legal 9 conclusion. It's inappropriate to ask her to define 10 the various terms used in it when she hasn't seen this 11 before.</p> <p>12 THE WITNESS: You didn't point me to the 13 definition, but it looks like there's a definition on 14 Page 4 -- I have to flip through to find it in the 15 settlement.</p> <p>16 BY MR. LEB SOCK:</p> <p>17 Q. Are you asserting that you are a person?</p> <p>18 A. I'm looking -- okay. So are we talking about 19 the settlement class when it says, "all persons and 20 entities"?</p> <p>21 Q. That's what I'm looking at.</p> <p>22 A. Okay. So if we go back to Page 4 --</p> <p>23 MS. ST. JOHN: You don't have to provide a 24 legal interpretation of this document.</p> <p>25 MR. LEB SOCK: I'm not asking for a legal</p>	<p style="text-align: right;">Page 85</p> <p>1 settlement agreement; correct?</p> <p>2 MS. ST. JOHN: Objection. Calls for a legal 3 conclusion.</p> <p>4 THE WITNESS: Defendants is defined, yes, on 5 Page 3 of this document.</p> <p>6 BY MR. LEB SOCK:</p> <p>7 Q. And American Airlines is not a defendant?</p> <p>8 MS. ST. JOHN: Objection. She's not going to 9 provide a legal interpretation.</p> <p>10 MR. LEB SOCK: All right. So you've made your 11 objection. I'm asking a question about the written 12 words on the page. All right?</p> <p>13 MS. ST. JOHN: Yes. And I've objected.</p> <p>14 THE WITNESS: Reading this, I do not see 15 American Airlines in this -- listed under defendants.</p> <p>16 BY MR. LEB SOCK:</p> <p>17 Q. All right. So if that's the case, are you 18 today telling me that you have standing to object to 19 the Thai Airways settlement?</p> <p>20 MS. ST. JOHN: Objection. Lacks foundation. 21 Calls for a legal conclusion.</p> <p>22 THE WITNESS: I don't know. I actually might 23 be part of this. I did purchase tickets on 24 Continental at one point, but again, I haven't looked 25 through the document for this, actually. So I can't</p>

<p style="text-align: right;">Page 86</p> <p>1 tell you right now yes or no. I'd have to go like 2 look through the information for this specifically. 3 BY MR. LEBSOCK: 4 Q. Hold on a second. You purchased tickets on 5 Continental Airlines? 6 A. I said I've gone to China many times, and, 7 yeah, I think I might have done Continental. I don't 8 know. I don't want to say something right now, not 9 knowing. I'd have to do more research. 10 Q. Well, you also told me that those tickets 11 were paid for by somebody other than you? 12 MS. ST. JOHN: Objection. Mischaracterizes 13 testimony. 14 THE WITNESS: Well, I said that the ones that 15 were maybe from 2000 -- some of them were paid by 16 other people. Some of them I might have paid myself. 17 I'd have to double-check again. I don't know. I'd 18 have to look it up. 19 BY MR. LEBSOCK: 20 Q. Are you changing your testimony from earlier 21 today? 22 MS. ST. JOHN: Objection. Argumentative. 23 Mischaracterizes her testimony. 24 THE WITNESS: I'm not changing it. It's a 25 15-year period, and I would have to double-check about</p>	<p style="text-align: right;">Page 88</p> <p>1 BY MR. LEBSOCK: 2 Q. Ma'am, do you have in front of you Exhibit 5, 3 the settlement agreement between the plaintiffs and 4 Qantas Airways? 5 A. I do. 6 Q. All right. 7 A. Do these have a date that this -- I don't see 8 any dates on this. 9 Q. Well, it's my deposition. 10 A. Okay. 11 Q. Let me direct your attention to 1.6 on 12 Page 3, definition of defendants. 13 A. 1.3. 14 Q. Do you have in front of you 1.6, the 15 definition of defendants? 16 A. Defendants. Okay. Continental Airlines. 17 Okay. 18 Q. Yes, you do? 19 A. Yes. I see the defendants' names and then 20 the paragraph. 21 Q. All right. And is American Airlines on that 22 list? 23 MS. ST. JOHN: Objection. The document 24 speaks for itself. 25 THE WITNESS: I don't think so. But again, I</p>
<p style="text-align: right;">Page 87</p> <p>1 how -- when this travel is done again because there's 2 many trips, and I would have to double-check. I mean 3 I only provided documentation for the American 4 Airlines. I would have to look and see if I have 5 information. I have traveled on other airlines to 6 China that I've said. 7 BY MR. LEBSOCK: 8 Q. Yeah. We've established that, and you also 9 established for me, didn't you, that your parents paid 10 for that travel? 11 MS. ST. JOHN: Objection. Mischaracterizes 12 her testimony, and it's argumentative. 13 THE WITNESS: Yeah. My parents paid for some 14 of the travel. I don't know if they paid for all of 15 it. Again, I would have to double-check my statements 16 and see if they're from my bank account or not. You 17 know, something like that. I don't know. 18 MR. LEBSOCK: All right. Let's mark as 19 Exhibit -- what are we up to, 5? 20 MS. ST. JOHN: We're on 5. 21 MR. LEBSOCK: Let's mark as Exhibit 5 the 22 settlement agreement between plaintiffs and Qantas 23 Airways. 24 (Deposition Exhibit 5 was marked for 25 identification.)</p>	<p style="text-align: right;">Page 89</p> <p>1 don't know about their affiliates. 2 MR. LEBSOCK: Well, take your time. Read 1.6 3 carefully. 4 (The witness further reviewed Exhibit 5.) 5 THE WITNESS: I don't know if they're 6 affiliates or anything. I agree that American 7 Airlines is not listed in defendants. I don't know 8 about the full definition, again, because it did 9 say -- settlement class says -- 10 MS. ST. JOHN: Wait for him to ask a 11 question. 12 BY MR. LEBSOCK: 13 Q. Right. So you agree that the definition of 14 defendants in Paragraph 1.6 does not say American 15 Airlines; correct? 16 MS. ST. JOHN: Objection. The document 17 speaks for itself. 18 THE WITNESS: From what I see, I don't see 19 American Airlines in 1.6. 20 BY MR. LEBSOCK: 21 Q. So why don't we turn to the class 22 certification section, Paragraph 3, Page 5. 23 A. Okay. 24 Q. Can you read the settlement class definition 25 to yourself?</p>

23 (Pages 86 - 89)

<p style="text-align: right;">Page 90</p> <p>1 (The witness further reviewed Exhibit 5.)</p> <p>2 THE WITNESS: Okay.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. All right. Are you a member of the Quantas</p> <p>5 settlement class, ma'am?</p> <p>6 MS. ST. JOHN: Objection. Calls for a legal</p> <p>7 conclusion. Calls for speculation.</p> <p>8 THE WITNESS: I don't know.</p> <p>9 MS. ST. JOHN: You're asking her to interpret</p> <p>10 a 30-page document she's testified she hasn't seen</p> <p>11 before.</p> <p>12 BY MR. LEBSOCK:</p> <p>13 Q. Well, you've read the definition of</p> <p>14 defendants; right?</p> <p>15 A. Uh-huh.</p> <p>16 Q. "Yes"?</p> <p>17 A. Yes, I've read the definition. Again, I</p> <p>18 don't -- I might have done like a trip on Continental</p> <p>19 Airlines to Asia. I don't know. I'd have to, like,</p> <p>20 look through 15 years worth of documents. Yeah. So</p> <p>21 I'm not sure. And also, I don't think I can give a</p> <p>22 specific answer to the class definition when it says</p> <p>23 2000 in the effective date, and I'm pretty sure</p> <p>24 there's no effective date. So if those time lines</p> <p>25 aren't specified, then I can't say if I'm a class</p>	<p style="text-align: right;">Page 92</p> <p>1 I didn't go -- you know, so...</p> <p>2 Q. You didn't go through it; right?</p> <p>3 MS. ST. JOHN: Objection. You're badgering</p> <p>4 her. She's testified that she stands by her statement</p> <p>5 that she believes she's a class member. You're asking</p> <p>6 her to interpret a 30-page document she's never seen</p> <p>7 before and asking her to walk back from her careful</p> <p>8 review based on, you know, a 30-second review of the</p> <p>9 document. It's not fair, and she's not going to</p> <p>10 speculate about all of this.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. You can see, can't you, that there's some</p> <p>13 serious questions about whether you're a member of the</p> <p>14 Quantas settlement class?</p> <p>15 MS. ST. JOHN: Objection.</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. As you sit here today, you can see that,</p> <p>18 can't you?</p> <p>19 MS. ST. JOHN: Objection to the form.</p> <p>20 Argumentative. Calls for a legal conclusion.</p> <p>21 Speculation.</p> <p>22 THE WITNESS: I don't know all these</p> <p>23 airlines. I don't know if they're associated,</p> <p>24 affiliated, or predecessor, you know, with American</p> <p>25 Airlines. I don't have that knowledge.</p>
<p style="text-align: right;">Page 91</p> <p>1 member either.</p> <p>2 Q. We'll get to that issue in a bit. But</p> <p>3 there's a fundamental disqualification here, isn't</p> <p>4 there? And that is that you have provided proof, and</p> <p>5 you testified earlier today that your objections today</p> <p>6 were based on your American Airlines travel; correct?</p> <p>7 MS. ST. JOHN: Objection. Mischaracterizes</p> <p>8 her prior testimony. Her testimony speaks for itself.</p> <p>9 THE WITNESS: Well, you're asking me now if</p> <p>10 I'm a class member here, and I don't know if I'm a</p> <p>11 class member here because, again, I would have to look</p> <p>12 and see if I had -- I meet these qualifications also,</p> <p>13 you know, or if the American Airlines would fit into</p> <p>14 this definition because of predecessor subsidiary or</p> <p>15 affiliate thereof. So I can't really answer like</p> <p>16 whether or not I'm part of this, like my -- I don't</p> <p>17 know.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. But you -- in your declaration you did say</p> <p>20 affirmatively that you were a member of the settlement</p> <p>21 classes.</p> <p>22 A. Yes. From my knowledge at the time, I</p> <p>23 thought -- I think that I'm a member of the proposed</p> <p>24 settlement classes. The class definition that is, you</p> <p>25 know, on the on-line claim form, I fit there and then</p>	<p style="text-align: right;">Page 93</p> <p>1 BY MR. LEBSOCK:</p> <p>2 Q. Well, how much -- okay. Your counsel just</p> <p>3 said that you had careful review. So let's follow up</p> <p>4 on that. What was the careful review that you did</p> <p>5 when you said, "I am thus a member of the proposed</p> <p>6 settlement classes"?</p> <p>7 MS. ST. JOHN: Objection. She's been over</p> <p>8 this repeatedly. We can go back on the record and</p> <p>9 look at what she said.</p> <p>10 THE WITNESS: I'm a proposed member because</p> <p>11 the settlement classes, like the statement that you</p> <p>12 have in all of them is the same, that "all persons,</p> <p>13 entities that purchases passenger air transfer that</p> <p>14 include at least one segment between the United States</p> <p>15 and Asia or Oceania from defendants or any predecessor</p> <p>16 subsidiary, or affiliate thereof at any time between</p> <p>17 January 1, 2000 and the effective date."</p> <p>18 Again, whether the airlines listed are</p> <p>19 predecessor subsidiaries or affiliates, that</p> <p>20 information I -- you know, I'm not in any of the</p> <p>21 excluded. So yes, reading the statement and the</p> <p>22 settlement class on the website, I, you know, in my</p> <p>23 declaration said, "I am thus a member of the proposed</p> <p>24 settlement classes" because I fit that. I did not --</p> <p>25 you know, so to me, as a layperson, when you read,</p>

<p style="text-align: right;">Page 94</p> <p>1 "All persons and entities that purchased passenger air 2 transportation that included at least one flight 3 segment between the United States and Asia, from 4 defendants or any predecessor subsidiary or affiliate 5 thereof at any time between January 1, 2000 and the 6 effective date," seeing that on their website you list 7 on the website many airlines.</p> <p>8 I, looking at that and talking to my 9 attorneys, in good faith said that I am thus a member 10 of the proposed settlement classes with standing to 11 object.</p> <p>12 BY MR. LEBSOCK:</p> <p>13 Q. All right. So let's close this off. We have 14 confirmation you did not look at any settlement 15 agreements before making the statement in Paragraph 5 16 of your declaration that you were a member of the 17 settlement classes. True?</p> <p>18 A. True. I only looked at the claim form, and I 19 talked to my attorneys.</p> <p>20 Q. I'm only asking you one question. Did you 21 look at the settlement agreements before you made the 22 statement, "I am thus a member of the proposed 23 settlement classes with standing to object"?</p> <p>24 MS. ST. JOHN: Objection to the form.</p> <p>25 THE WITNESS: I did not look at these</p>	<p style="text-align: right;">Page 96</p> <p>1 A. Yes, I do see that.</p> <p>2 Q. What do you mean by that?</p> <p>3 MS. ST. JOHN: Objection. The document 4 speaks for itself.</p> <p>5 THE WITNESS: I mean it says what it says, 6 that I bring the objection in good faith and to 7 prevent approval of an unfair settlement. Is there a 8 question to the words, the definition?</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. The question is what did you mean by that?</p> <p>11 MS. ST. JOHN: Objection.</p> <p>12 THE WITNESS: I brought the objection in good 13 faith.</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. Well, that's one thing that's said here, but 16 what did you mean by "an unfair settlement"?</p> <p>17 MS. ST. JOHN: Objection. Calls for a legal 18 conclusion. The document speaks for itself.</p> <p>19 THE WITNESS: What do I mean by an unfair 20 settlement?</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. As that phrase is used in Paragraph 9 of your 23 declaration --</p> <p>24 MS. ST. JOHN: Objection. Her objection 25 speaks for itself.</p>
<p style="text-align: right;">Page 95</p> <p>1 Exhibit 4, Exhibit 5, those settlement agreements. I 2 did not.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. Okay. At any time before you made the 5 statement, "I am thus a member much the proposed 6 settlement classes with standing to object," did you 7 actually look at any settlement agreements?</p> <p>8 MS. ST. JOHN: Objection to the form.</p> <p>9 THE WITNESS: I don't remember. I don't 10 think so.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. All right. On what date did you file your 13 objection to the settlement agreements?</p> <p>14 A. I don't -- my attorneys filed the objection, 15 and I would have to look on the, you know...</p> <p>16 Q. Didn't you say earlier that you -- okay. You 17 filed the claim, though, didn't you?</p> <p>18 A. Yes, I did file the claim.</p> <p>19 Q. And what date did you file the claim?</p> <p>20 A. I don't remember. I think it's in the 21 exhibits, though. So it would be there.</p> <p>22 Q. In Paragraph 9 of your declaration you say, 23 "I bring this objection in good faith to prevent 24 approval of an unfair settlement and ratification of 25 improper class certification." Do you see that?</p>	<p style="text-align: right;">Page 97</p> <p>1 BY MR. LEBSOCK:</p> <p>2 Q. -- what do you mean by "an unfair 3 settlement"?</p> <p>4 A. A settlement that's not fair.</p> <p>5 Q. Yeah. Which settlement is unfair?</p> <p>6 MS. ST. JOHN: Objection. Her objection 7 speaks for itself. Calls for a legal conclusion. 8 Everything is on the record.</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. Which settlement is unfair?</p> <p>11 A. I guess whatever the -- what's stated in the 12 objection, all the, I guess, issues that were brought 13 up in the objection. So any settlement that had any 14 of those unfair issues.</p> <p>15 Q. Well, what settlements are those?</p> <p>16 MS. ST. JOHN: Objection. Argumentative. 17 She's standing by her objection that she filed. It 18 speaks for itself.</p> <p>19 THE WITNESS: All the settlements that are 20 unfair that have any issues that are disclosed in the 21 objection.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. Okay. So I'm going back to Paragraph 1 of 24 your declaration that says you have personal knowledge 25 of the facts set forth herein. Do you see that?</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 A. Uh-huh.</p> <p>2 Q. So what facts do you have to say that any</p> <p>3 settlement is unfair?</p> <p>4 MS. ST. JOHN: Objection. Her objection</p> <p>5 speaks for itself. Your question calls for a legal</p> <p>6 conclusion.</p> <p>7 THE WITNESS: Well, I mean these are facts --</p> <p>8 an unfair settlement is more like the courts decide</p> <p>9 whether a settlement is fair or not.</p> <p>10 BY MR. LEBSOCK:</p> <p>11 Q. Well, but you said that they're unfair, that</p> <p>12 something is unfair.</p> <p>13 A. I said to prevent approval of an unfair</p> <p>14 settlement.</p> <p>15 Q. Well, what do you mean by that?</p> <p>16 MS. ST. JOHN: Objection. Asked and</p> <p>17 answered. She's standing by what she has in her</p> <p>18 objection.</p> <p>19 MR. LEBSOCK: Okay. The objection is noted.</p> <p>20 Q. What do you mean by the phrase "an unfair</p> <p>21 settlement"?</p> <p>22 A. Ones that have, for instance, the issues, the</p> <p>23 arguments that are prevented in the objection. So</p> <p>24 settlements that have whatever -- it's in the</p> <p>25 objection, what -- you know, portions are unfair or</p>	<p style="text-align: right;">Page 100</p> <p>1 settlement seem unfair.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. Okay. And to your understanding, your</p> <p>4 personal knowledge, what is that? What's unfair?</p> <p>5 MS. ST. JOHN: Objection. Counsel, you've</p> <p>6 asked this question 10 times. She's pointing to her</p> <p>7 objection, which is on the record, and then we can all</p> <p>8 read it ourselves.</p> <p>9 THE WITNESS: Are you asking me for all of</p> <p>10 the objections?</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. I'm not asking you for what's in a brief that</p> <p>13 was filed by the Center for Class Action Fairness.</p> <p>14 I'm asking you what your objections are and the</p> <p>15 personal knowledge that you have about those</p> <p>16 objections.</p> <p>17 MS. ST. JOHN: I'm going to object. She's</p> <p>18 testified that her objections are set forth in the</p> <p>19 objections she filed in this action. She doesn't need</p> <p>20 to separately provide separate legal conclusions that</p> <p>21 extrapolate from what she said are her objections.</p> <p>22 What are you looking for here? You've asked this</p> <p>23 question repeatedly. She's answered it. It's time to</p> <p>24 move on.</p> <p>25 BY MR. LEBSOCK:</p>
<p style="text-align: right;">Page 99</p> <p>1 seem unfair.</p> <p>2 Q. Okay. So what are your objections?</p> <p>3 MS. ST. JOHN: Objection. The document</p> <p>4 speaks for itself. If you want her to read it into</p> <p>5 the record, we can sit here for another two hours, but</p> <p>6 I don't think that's necessary.</p> <p>7 BY MR. LEBSOCK:</p> <p>8 Q. Why don't you summarize for us the objections</p> <p>9 that you have to the settlement agreements in the</p> <p>10 Transpacific litigation?</p> <p>11 MS. ST. JOHN: Objection. The document</p> <p>12 speaks for itself. Calls for a legal conclusion.</p> <p>13 THE WITNESS: Well, okay. Do you want me to</p> <p>14 go through all of the --</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. Well, I'm asking you for your personal</p> <p>17 understanding. What are your objections to the</p> <p>18 settlement agreement? You, Ms. Yang, what are your</p> <p>19 objections?</p> <p>20 MS. ST. JOHN: Objection. The objection of</p> <p>21 Amy Yang was filed on April 17 in this action.</p> <p>22 THE WITNESS: Well, I mean I relied on my</p> <p>23 attorneys for a lot of the law because I don't know</p> <p>24 that much about class action, and they've, you know,</p> <p>25 cited in this objection portions that would make this</p>	<p style="text-align: right;">Page 101</p> <p>1 Q. Well, so do you have any personal views about</p> <p>2 the objections that have been filed in the case other</p> <p>3 than what is stated in the brief?</p> <p>4 MS. ST. JOHN: Objection to the form.</p> <p>5 THE WITNESS: I agree with the -- what my</p> <p>6 attorneys have, you know, put forth as what is unfair</p> <p>7 in the settlements.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. And on what basis do you agree with that?</p> <p>10 MS. ST. JOHN: Objection to the form. Calls</p> <p>11 for a legal conclusion.</p> <p>12 THE WITNESS: I asked my attorneys. They</p> <p>13 reviewed the settlements, and they have mentioned the</p> <p>14 portions that are objectionable.</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. All right. You trust your attorneys. Is</p> <p>17 that the basic answer?</p> <p>18 MS. ST. JOHN: Objection to form.</p> <p>19 THE WITNESS: And I've reviewed the</p> <p>20 objection, like I said I did, and I agree with them.</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. All right. And are these the same attorneys</p> <p>23 that you relied on to determine whether you were a</p> <p>24 member of the various settlement classes?</p> <p>25 MS. ST. JOHN: Objection to the form.</p>

<p style="text-align: right;">Page 102</p> <p>1 THE WITNESS: Yes.</p> <p>2 MR. LEBSOCK: Okay. Why don't we go through</p> <p>3 the objections, then.</p> <p>4 Q. Tell me what your objections are to the</p> <p>5 settlement agreements.</p> <p>6 MS. ST. JOHN: Objection to the form. Calls</p> <p>7 for a narrative. Calls for a legal conclusion. She</p> <p>8 stated her objections are set forth in this document.</p> <p>9 There's no need to read it into the record as an</p> <p>10 exhibit.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. What are your objections?</p> <p>13 A. They're the ones that I've stated here. Do</p> <p>14 you want me to go through the whole thing?</p> <p>15 Q. I want you to articulate for me what your</p> <p>16 objections are to the settlement agreements.</p> <p>17 MS. ST. JOHN: Objection. Asked and answered</p> <p>18 100 times at this point.</p> <p>19 THE WITNESS: They're in the objections.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. What are your objections?</p> <p>22 MS. ST. JOHN: Objection. This is bordering</p> <p>23 on harassment. She's answered your question 10</p> <p>24 different ways. She's stated that they're in this</p> <p>25 document.</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. Well, I'm assuming -- you testified that you</p> <p>2 spent up to 40 hours, maybe even more, discussing your</p> <p>3 objections to the settlements; right?</p> <p>4 A. Uh-huh.</p> <p>5 Q. Okay. So what is it that you are speaking</p> <p>6 about? What are your objections?</p> <p>7 MS. ST. JOHN: Objection. Asked and</p> <p>8 answered. Objection to the extent it calls for</p> <p>9 privileged information.</p> <p>10 THE WITNESS: Things that were in this</p> <p>11 objection. You're asking what I discussed, the</p> <p>12 content of this objection.</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Okay. So what is the content of the</p> <p>15 objection?</p> <p>16 MS. ST. JOHN: Objection. We can all read</p> <p>17 the document.</p> <p>18 THE WITNESS: I can go over everything.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. Well, take your time to review it if that's</p> <p>21 what you need to do.</p> <p>22 MS. ST. JOHN: Objection. The document</p> <p>23 speaks for itself. She's stated this embodies her</p> <p>24 objections. I mean do you want her to sit here and</p> <p>25 read it? What are you asking her?</p>
<p style="text-align: right;">Page 103</p> <p>1 BY MR. LEBSOCK:</p> <p>2 Q. Is that your only basis? Have you read the</p> <p>3 document -- or Exhibit 3, which is the objection of</p> <p>4 Amy Yang?</p> <p>5 A. Yes, I have.</p> <p>6 Q. Did you read it before it was filed?</p> <p>7 A. I don't remember when exactly I read it.</p> <p>8 Q. Well, was it -- you don't remember the date,</p> <p>9 or you don't remember when it was in context of when</p> <p>10 it was filed?</p> <p>11 A. I don't remember the date, and I don't</p> <p>12 remember when it was filed. So I wouldn't remember if</p> <p>13 it was before or after.</p> <p>14 Q. Did you see a draft of the objection of Amy</p> <p>15 Yang?</p> <p>16 MS. ST. JOHN: Objection to the form.</p> <p>17 THE WITNESS: I don't remember if I saw a</p> <p>18 document.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. Did you make any comments on any portions of</p> <p>21 the objection of Amy Yang?</p> <p>22 MS. ST. JOHN: Objection to the form.</p> <p>23 THE WITNESS: I'm sorry. Are you asking me</p> <p>24 to like say when I talked to my attorneys or anything?</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 105</p> <p>1 MR. LEBSOCK: Yeah. Take the time to read</p> <p>2 it.</p> <p>3 MS. ST. JOHN: No, if you want her to read it</p> <p>4 out loud on the record, she stated her objections are</p> <p>5 in this document.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. So my question, which I don't have an answer</p> <p>8 to, other than attorney objection, okay, is what are</p> <p>9 your objections to the settlement agreements? And I</p> <p>10 don't want you to just refer me to a written document</p> <p>11 that you can't remember whether you saw before or</p> <p>12 after it was filed. Okay? I'm asking you what are</p> <p>13 your objections to the settlement agreement?</p> <p>14 MS. ST. JOHN: Same objections. She's I</p> <p>15 mean...</p> <p>16 THE WITNESS: I can go through each one if</p> <p>17 you'd like.</p> <p>18 MS. ST. JOHN: No.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. Take your time. Do whatever you want. I'm</p> <p>21 asking you a question. I want to know what your</p> <p>22 objections are.</p> <p>23 MS. ST. JOHN: She has stated --</p> <p>24 THE WITNESS: They are all in here, in this</p> <p>25 document, but I could read them out loud if you want</p>

<p style="text-align: right;">Page 106</p> <p>1 to go through the time to do that.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. I would like for you to tell me what your</p> <p>4 objections are.</p> <p>5 MS. ST. JOHN: She has told you.</p> <p>6 THE WITNESS: So you want me to read the</p> <p>7 whole doc- -- read the document?</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. If that's what you think is best, then why</p> <p>10 don't we get started.</p> <p>11 MS. ST. JOHN: No. No. Objection. She has</p> <p>12 stated repeatedly. Her objections are set forth in</p> <p>13 this document. You don't like the answer she's</p> <p>14 giving. I'm sorry, but it's time to move on. You've</p> <p>15 asked and answered it 10 times. You're harassing her</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. Are you willing to articulate for me the</p> <p>18 objections you have to the settlement agreements?</p> <p>19 MS. ST. JOHN: Objection. Same objections.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. Yes or no?</p> <p>22 A. Am I willing to --</p> <p>23 Q. Articulate.</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Tell me what your objections are.</p>	<p style="text-align: right;">Page 108</p> <p>1 exhibit which is in the record.</p> <p>2 THE WITNESS: I mean they're in the document.</p> <p>3 I could read the document to you and I could discuss</p> <p>4 what -- you know, I agree with the -- I read the</p> <p>5 statement. I can agree. I mean I can read it all.</p> <p>6 It's fine.</p> <p>7 BY MR. LEBSOCK:</p> <p>8 Q. Well, I want to know what your objections</p> <p>9 are.</p> <p>10 MS. ST. JOHN: You have her objections.</p> <p>11 THE WITNESS: You have them, but that's fine.</p> <p>12 I can read it out loud. It's not --</p> <p>13 MS. ST. JOHN: Are we really going to do</p> <p>14 this?</p> <p>15 THE WITNESS: I can read through all of them.</p> <p>16 MR. LEBSOCK: Yeah, I want to know what your</p> <p>17 objections are.</p> <p>18 MS. ST. JOHN: Objection. This is a complete</p> <p>19 waste of time to sit here and read this document. She</p> <p>20 has testified repeatedly her objections are in this</p> <p>21 document.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. Ms. Yang, are you going to articulate the</p> <p>24 basis of your objections to the Transpacific</p> <p>25 settlement agreements?</p>
<p style="text-align: right;">Page 107</p> <p>1 MS. ST. JOHN: Objection. Asked and</p> <p>2 answered. Same objections.</p> <p>3 THE WITNESS: I can go through the document,</p> <p>4 and I -- you know, I will say I agree with it. And so</p> <p>5 if that's what you want, that's fine.</p> <p>6 MS. ST. JOHN: No, this is ridiculous. If</p> <p>7 you've stated --</p> <p>8 She's stated she agrees with the objections</p> <p>9 that are in here.</p> <p>10 MR. LEBSOCK: What are the objections? We</p> <p>11 haven't even gotten to Base 1.</p> <p>12 MS. ST. JOHN: Okay. We can read them.</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Ms. Yang, I am going to ask you a question.</p> <p>15 Are you willing to articulate the basis for your</p> <p>16 objections to the settlements in the Transpacific</p> <p>17 litigation?</p> <p>18 MS. ST. JOHN: Objection. Her objection</p> <p>19 speaks for itself.</p> <p>20 THE WITNESS: Yes.</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. "Yes." Okay. Then tell me what your</p> <p>23 objections are.</p> <p>24 MS. ST. JOHN: Same objections. She has</p> <p>25 stated they're set forth in this document, in this</p>	<p style="text-align: right;">Page 109</p> <p>1 A. Are you asking me to read all my objections</p> <p>2 to the settlement?</p> <p>3 Q. I want to know what your objections are. Are</p> <p>4 you going to tell me?</p> <p>5 A. Yes, I can tell you they are in this</p> <p>6 document. I can read them out to you, though.</p> <p>7 Q. Tell us what your objections are.</p> <p>8 A. Okay. You want me to read --</p> <p>9 Q. I want to know what your objections are.</p> <p>10 A. The objections are in the objection that was</p> <p>11 filed. So I can read them.</p> <p>12 Q. Well, what are they?</p> <p>13 A. I'm going through the arguments --</p> <p>14 MS. ST. JOHN: No. This is such a waste of</p> <p>15 time. You're not going to sit here and read a 25-page</p> <p>16 document.</p> <p>17 She's answered your question.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. Are you going to articulate the basis of your</p> <p>20 objections, yes or no?</p> <p>21 MS. ST. JOHN: She has answered the question</p> <p>22 and said, as the transcript clearly reflects,</p> <p>23 repeatedly she has said, "Yes, look at my objection.</p> <p>24 These are my objections." It's on the record.</p> <p>25 THE WITNESS: Are you asking me to -- could</p>

28 (Pages 106 - 109)

<p style="text-align: right;">Page 110</p> <p>1 you clarify. Do you want me to read the whole 2 objection? 3 BY MR. LEBSOCK: 4 Q. No. What I'm asking you to do is articulate 5 the basis of your objections to the settlement 6 agreements. 7 A. They've been articulated in the objections. 8 I can object -- 9 Q. And now I'm asking you to tell us what your 10 objections are. 11 A. Which are already in the objection, which I 12 can read to you if you'd like. 13 Q. I want you to do whatever you think is 14 necessary to tell me what your objections are. 15 MS. ST. JOHN: She has told you. This has 16 been asked and answered. I'm going to object. 17 THE WITNESS: But you're the one that's 18 saying I'm not doing it. So I can't decide whether 19 this is what you want or not. So if I read the 20 objection, will that answer your questions? 21 BY MR. LEBSOCK: 22 Q. You will have articulated, which is my 23 question. I'm asking you to articulate your 24 objections. 25 MS. ST. JOHN: Why don't we stipulate for the</p>	<p style="text-align: right;">Page 112</p> <p>1 MS. ST. JOHN: This is ridiculous. No, she's 2 not going to read the brief to you. This is 3 harassment. Move on. We're not going to do this. 4 You can move to another question. 5 I'm instructing you not to read this 6 document. 7 BY MR. LEBSOCK: 8 Q. Well, tell me any objection that you got to 9 the settlements. Any. 10 A. They're all in here. 11 Q. What's one? 12 A. Well, one is there's no -- I can go through 13 all of them and put them on the record again, but 14 they're already here. So I mean like I've already 15 mentioned before about the notice, I did not receive 16 direct notice of this settlement. I wouldn't have 17 known about it except for my husband. 18 Another one is that, you know, the class 19 members are different. But you guys -- in the 20 settlement it said they treat them the same even 21 though everyone has different claims. There's the 22 specific -- like certain claims are stronger than 23 others because some purchases are direct. Some 24 purchases are indirect. 25 Again, there's a settlement with the JAL</p>
<p style="text-align: right;">Page 111</p> <p>1 record that she is stating that her objections are set 2 forth in Exhibit 3, and for the record -- 3 MR. LEBSOCK: I'm not stipulating to that. 4 Okay? I'm asking the witness a question about what 5 her objections are to the settlement agreements. 6 MS. ST. JOHN: And she's told you. And I'm 7 not going to allow her to spend two hours reading a 8 25-page document out loud on the record. It's 9 ridiculous. It's unnecessary. You're harassing her. 10 MR. LEBSOCK: That's not true. It's simply 11 not true. 12 MS. ST. JOHN: I mean it's too physically 13 demanding. She's not going to speak for two hours to 14 read through a document we've all read. 15 BY MR. LEBSOCK: 16 Q. All right. We're going to do this one more 17 time. Are you going to articulate for me the 18 objections that you have to the Transpacific 19 settlements? 20 A. Yes. If you mean by "articulate" to go over 21 the objections that I have in my -- you know, to the 22 settlement that was already in my objection, I can 23 read over them for you. 24 Q. Tell me what they are. 25 A. Okay.</p>	<p style="text-align: right;">Page 113</p> <p>1 settlement that doesn't seem to, you know -- the 2 claims aren't all the same because some are only by 3 purchasers of U.S. originating travel. Other ones 4 are -- you know, are -- there's differences in 5 purchases of U.S. and foreign originating travel, but 6 the claims are all lumped together. 7 The indirect settlements, indirect 8 purchasers, which I said before. The fee request and 9 the \$3 million future litigation funds, that seems to 10 be unfair. If you go further on, there's a \$3 million 11 future litigation fund, which seems to be improper. 12 And if you go on to -- I guess I could cite 13 the pages, too, in my objection, if that helps. Like 14 I said, the notice isn't adequate. There's no direct 15 notice to any class members. There's -- it's hard to 16 identify if you're a class member or not because 17 there's no end to the effective date, which was 18 already stated. There's no exclusion for potential 19 appellate judges. So the class definition might 20 exclude someone who is actually hearing the case. And 21 anything else I might have forgotten is specifically 22 in the objection. 23 Q. Okay. So I was taking notes while you said 24 that, and to summarize, you can tell me if I'm right 25 or wrong. The class notice was not adequate is an</p>

<p style="text-align: right;">Page 114</p> <p>1 objection. That's correct?</p> <p>2 A. Uh-huh.</p> <p>3 MS. ST. JOHN: Objection. The objection</p> <p>4 speaks for itself. You're summarizing her summary.</p> <p>5 At a certain point we're playing a game of telephone,</p> <p>6 and it no longer accurately characterizes what's in</p> <p>7 the record as her objection.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. Tell me if I'm not adequately characterizing</p> <p>10 the objections. Class members are different, and what</p> <p>11 you said there was the issue of whether certain class</p> <p>12 members were direct versus -- I assume you mean</p> <p>13 directly purchased air transportation from one of the</p> <p>14 defendants; correct?</p> <p>15 A. I think I just said direct or indirect</p> <p>16 purchasers are treated equally in the settlement,</p> <p>17 where that doesn't -- their claims are different.</p> <p>18 Q. Okay. You said that under the general</p> <p>19 heading some claims were stronger than others; right?</p> <p>20 A. Yes.</p> <p>21 Q. And were you talking about the JAL settlement</p> <p>22 specifically there?</p> <p>23 MS. ST. JOHN: Objection.</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. Meaning the issue of U.S. purchases versus</p>	<p style="text-align: right;">Page 116</p> <p>1 there was a -- there's no exclusion of appellate court</p> <p>2 judges?</p> <p>3 MS. ST. JOHN: Objection to the form.</p> <p>4 THE WITNESS: Yes. And I think there's also</p> <p>5 one about -- can you read those -- wait.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. So I've got whether the notice was adequate,</p> <p>8 the direct purchase versus indirect purchase issue,</p> <p>9 U.S. originating travel versus foreign originating</p> <p>10 travel in the JAL settlement. The fee request, which</p> <p>11 I take to mean the amount of the fees?</p> <p>12 MS. ST. JOHN: Objection to the form.</p> <p>13 THE WITNESS: I don't know if it's the amount</p> <p>14 of the fees. I think it's both the amount, percent,</p> <p>15 and other -- I'd have to double -- you know, I would</p> <p>16 have to look at exactly what everything -- there might</p> <p>17 be a few objections to the fee.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. Okay. We'll get back to it.</p> <p>20 The litigation fund, the future litigation</p> <p>21 fund?</p> <p>22 A. Uh-huh.</p> <p>23 MS. ST. JOHN: Objection to the form.</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. The class end date, which I think you</p>
<p style="text-align: right;">Page 115</p> <p>1 foreign originating travel?</p> <p>2 A. Yes. That's one of the ones that would be</p> <p>3 different, and I would think that direct and indirect</p> <p>4 purchasers affect whether the claims are stronger or</p> <p>5 weaker. And I think -- let's see.</p> <p>6 Q. All right. You had an issue with the fee</p> <p>7 request by the class counsel; is that right?</p> <p>8 MS. ST. JOHN: Objection to the form.</p> <p>9 THE WITNESS: Yeah, it's on Page 6 of the</p> <p>10 settlement.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. And you had some concern --</p> <p>13 A. I'm sorry. Of the objection. Sorry.</p> <p>14 Q. And you had some concerns about the future</p> <p>15 litigation fund?</p> <p>16 MS. ST. JOHN: Object to the form.</p> <p>17 THE WITNESS: Yes.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. And an issue, in your mind, as to the end</p> <p>20 date for the class?</p> <p>21 MS. ST. JOHN: Objection to the form.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. The effective date issue?</p> <p>24 A. Yeah.</p> <p>25 Q. And the last one I heard you say was no --</p>	<p style="text-align: right;">Page 117</p> <p>1 reference as the effective date?</p> <p>2 MS. ST. JOHN: Objection to the form.</p> <p>3 THE WITNESS: It's end date, whatever</p> <p>4 language is used in the settlements. I think it's --</p> <p>5 the language is "and the effective date," but then</p> <p>6 there's no effective date given, which would also -- I</p> <p>7 think this one includes the objection, or maybe I'll</p> <p>8 just tack this on just in case. Where because there's</p> <p>9 no effective end dates, certain class members aren't</p> <p>10 given the opportunity to object because again, you</p> <p>11 have a cutoff date for the objections, but they could</p> <p>12 still be a class member afterwards, and they wouldn't</p> <p>13 have an opportunity to object.</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. All right. And how about the exclusion of</p> <p>16 judges?</p> <p>17 MS. ST. JOHN: Objection to the form.</p> <p>18 THE WITNESS: Yes, that is also an objection.</p> <p>19 MR. LEBSOCK: Okay. So we got to take a</p> <p>20 break here.</p> <p>21 THE VIDEOGRAPHER: We're going off the record</p> <p>22 at 12:14.</p> <p>23 (A recess was taken from 12:14 p.m.)</p> <p>24 to 1:06 p.m.)</p> <p>25 THE VIDEOGRAPHER: This begins Media 2 in the</p>

<p style="text-align: right;">Page 118</p> <p>1 videotaped deposition of Amy Yang. We're now on the 2 record at 13:06. 3 BY MR. LEBSOCK: 4 Q. Okay. Ms. Yang you understand you're still 5 under oath? 6 A. Yes. 7 Q. Did you have a nice lunch? 8 A. I'm okay. 9 Q. Did you have a chance to confer with counsel 10 about the deposition during lunch? 11 A. Yeah. 12 Q. How much time did you spend discussing the 13 deposition while you were at lunch? 14 A. I don't know. 15 Q. Well, give me a ballpark in terms of minutes? 16 A. Well, I guess the lunch was 45 minutes. So 17 it had to be less than that. 18 Q. You don't have any idea how much less than 19 45 minutes it was? 20 MS. ST. JOHN: Objection. Calls for 21 speculation. 22 THE WITNESS: Within the time to eat. So... 23 BY MR. LEBSOCK: 24 Q. All right. How much time did you spend 25 preparing for your deposition?</p>	<p style="text-align: right;">Page 120</p> <p>1 Q. I want to know how much time you spent 2 getting prepared for your deposition. If you can't 3 tell me specifically, give me an estimate. 4 MS. ST. JOHN: Objection to the form. 5 THE WITNESS: Probably a few hours. 6 BY MR. LEBSOCK: 7 Q. Okay. Before we broke for lunch, you were 8 telling me about the specific objections you had to 9 the class settlements. Have you had a chance to 10 think -- reflect more on what your objections are? 11 MS. ST. JOHN: Objection to the form. 12 THE WITNESS: I think before we were 13 discussing the content of the objection. 14 BY MR. LEBSOCK: 15 Q. All right. So did we miss anything before 16 lunch when we came up with the list of things that you 17 were objecting to? 18 MS. ST. JOHN: Objection to the form. 19 Mischaracterizes her testimony. 20 THE WITNESS: I think before the break we 21 were going through portions of the objection, I think, 22 my statement before. I can't think of anything else 23 to add to it right now. 24 BY MR. LEBSOCK: 25 Q. Great. While you were at lunch, did you have</p>
<p style="text-align: right;">Page 119</p> <p>1 MS. ST. JOHN: Objection. Asked and 2 answered. I think we covered this. 3 But if you remember. 4 THE WITNESS: Like I said, I met with my 5 attorneys beforehand. So that was part of the 6 preparation. Part of the preparation was reading the 7 objection and the declaration and going over the claim 8 form. 9 BY MR. LEBSOCK: 10 Q. And how much time did that take you? 11 A. I don't know. 12 Q. No estimate? You can't give me an estimate 13 on it? 14 MS. ST. JOHN: Objection to the form. 15 THE WITNESS: I think it took some time to 16 review everything. 17 BY MR. LEBSOCK: 18 Q. Right. So the question is how much time do 19 you estimate it took you to read everything that you 20 did to get prepared for your deposition? 21 MS. ST. JOHN: Objection to the form. 22 THE WITNESS: Are you just asking about the 23 reading and not about meeting with the attorneys, or 24 do you want the whole thing? 25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 121</p> <p>1 a chance to reflect on the fact of whether you were in 2 fact a member of the settlement classes? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: You're asking me if I did 5 anything during the break to see if I was a member of 6 the class? 7 BY MR. LEBSOCK: 8 Q. Well, I asked you did you reflect on that. 9 MS. ST. JOHN: Objection to the form. 10 THE WITNESS: I don't know about reflect, but 11 I looked at the website that has the claim -- 12 submitting the claims, the on-line claim form 13 confirmation, and from there it looked like I'm a 14 member of the proposed settlement classes. The 15 website says that if you purchased, you know, the same 16 thing with the defendants, and it lists all the 17 defendants. And so, yeah, I looked at the on-line 18 claim form. 19 BY MR. LEBSOCK: 20 Q. Did you look at the settlement agreements? 21 A. I did not. 22 Q. Have you made a determination as to whether 23 you are a class member of the various settlement 24 classes as a result of this additional work that you 25 did over lunch?</p>

<p style="text-align: right;">Page 122</p> <p>1 MS. ST. JOHN: Objection to the form.</p> <p>2 THE WITNESS: Again, I looked on the on-line</p> <p>3 claim and the notice. I think it was the on-line</p> <p>4 claim form and the notice, and it says that if you</p> <p>5 are -- from what I read on the website and from the</p> <p>6 notice, it looks like I'm a member of the class, of</p> <p>7 the proposed settlement classes, yes.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. All right. So let's start with your first</p> <p>10 objection to the settlements, and I guess that has to</p> <p>11 do with notice; is that right?</p> <p>12 A. I don't know if there's like a first. I mean</p> <p>13 they're not really in any order.</p> <p>14 Q. Okay. Well, let's talk about notice. So</p> <p>15 what's the issue with notice?</p> <p>16 MS. ST. JOHN: Objection to the form. Her</p> <p>17 objection speaks for itself.</p> <p>18 THE WITNESS: It's in the objection. It says</p> <p>19 that the notice is deficient.</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. Why?</p> <p>22 A. Because --</p> <p>23 MS. ST. JOHN: Objection to the form. You</p> <p>24 can read it as well as she can.</p> <p>25 THE WITNESS: The notice is deficient because</p>	<p style="text-align: right;">Page 124</p> <p>1 Q. You didn't receive notice?</p> <p>2 A. I did not receive notice, as in I did not</p> <p>3 receive notice from the defendants, plaintiffs, or</p> <p>4 parties to the settlement that I was a member of the</p> <p>5 settlement class.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. So the question I'm asking is before the</p> <p>8 objection opt-out deadline, did you learn about the</p> <p>9 settlements?</p> <p>10 MS. ST. JOHN: Objection to the form.</p> <p>11 THE WITNESS: I learned about --</p> <p>12 BY MR. LEBSOCK:</p> <p>13 Q. Yes or no. Did you learn about the</p> <p>14 settlement before the objection and opt-out deadline?</p> <p>15 MS. ST. JOHN: Objection to form.</p> <p>16 THE WITNESS: Again, I don't know when the</p> <p>17 objection deadline was. I know that I, you know,</p> <p>18 learned about the settlement. I did learn about the</p> <p>19 settlement. I don't know the time line of the --</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. Okay. So when you say you did not receive</p> <p>22 notice of the settlement, that's not an accurate</p> <p>23 statement; right?</p> <p>24 MS. ST. JOHN: Objection to the form.</p> <p>25 Harassing. Calls for a legal conclusion. You have</p>
<p style="text-align: right;">Page 123</p> <p>1 I didn't receive notice.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. You did receive notice, and you objected</p> <p>4 during the notice period. So that's not an accurate</p> <p>5 response, is it?</p> <p>6 MS. ST. JOHN: Objection to the form.</p> <p>7 THE WITNESS: It was an accurate response</p> <p>8 because I personally did not receive notice. It was</p> <p>9 my husband read about the settlement and then told me</p> <p>10 about it. But notice was not given by the defendants</p> <p>11 or plaintiffs, or whoever the parties involved, did</p> <p>12 not give me notice.</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Do you have any understanding of what the law</p> <p>15 requires in terms of class notice?</p> <p>16 MS. ST. JOHN: Objection to the form.</p> <p>17 THE WITNESS: Again, I'm not a class action</p> <p>18 attorney. I can only state that as a layperson, I</p> <p>19 didn't get notice, and I know lots of people who are</p> <p>20 also class members that also did not get notice.</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. You received notice; correct?</p> <p>23 MS. ST. JOHN: Objection to the form.</p> <p>24 THE WITNESS: I did not receive notice.</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 125</p> <p>1 her testimony on this.</p> <p>2 THE WITNESS: I did not receive notice from</p> <p>3 the defendants, plaintiffs, or other parties in the</p> <p>4 settlement that I was a member of the class.</p> <p>5 BY MR. LEBSOCK:</p> <p>6 Q. All right. But you received notice</p> <p>7 nonetheless?</p> <p>8 MS. ST. JOHN: Objection. This is harassing.</p> <p>9 You've asked the question five times. She's answered</p> <p>10 it the same way every time.</p> <p>11 I'm instructing you not to answer additional</p> <p>12 questions --</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Yes or no. Yes or no. Did you get notice of</p> <p>15 the settlement?</p> <p>16 A. I already said that I did not receive notice</p> <p>17 from any parties to the settlement that there was --</p> <p>18 that I was a class member.</p> <p>19 Q. All right. You learned that from a source,</p> <p>20 however, didn't you?</p> <p>21 MS. ST. JOHN: Objection to the form.</p> <p>22 Counsel, this is harassing. We reserve our right to</p> <p>23 receive sanctions --</p> <p>24 MR. LEBSOCK: Okay. You reserve that right.</p> <p>25 Q. Yes or no, did you receive notice of the</p>

<p style="text-align: right;">Page 126</p> <p>1 settlements?</p> <p>2 MS. ST. JOHN: Objection. Same objections.</p> <p>3 THE WITNESS: Again, I did not receive notice</p> <p>4 from the parties involved in the settlement.</p> <p>5 BY MR. LEBSOCK:</p> <p>6 Q. Uh-uh. No. That is not the question, ma'am.</p> <p>7 Okay? The question is simple.</p> <p>8 MS. ST. JOHN: Objection. Move on to another</p> <p>9 line of questions.</p> <p>10 BY MR. LEBSOCK:</p> <p>11 Q. The question is simple. Did you --</p> <p>12 MS. ST. JOHN: You don't have to keep</p> <p>13 answering these harassing questions.</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. Did you receive notice to the settlements,</p> <p>16 yes or no?</p> <p>17 A. I've already said I did not receive notice --</p> <p>18 Q. No, that's not the question. The question is</p> <p>19 did you receive notice?</p> <p>20 MS. ST. JOHN: Objection. She has answered</p> <p>21 your question. If you don't like the answer, I'm</p> <p>22 sorry, but she no longer has to be subjected to the</p> <p>23 same question over and over and over again. It's</p> <p>24 harassing, and we will seek sanctions.</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 128</p> <p>1 inadequate if you actually received notice?</p> <p>2 MS. ST. JOHN: Objection to the form. It</p> <p>3 calls for a legal conclusion. The objection speaks</p> <p>4 for itself.</p> <p>5 THE WITNESS: I think in the objection it's</p> <p>6 clear that the notice is deficient because I didn't</p> <p>7 receive notice from the settling parties or any -- I</p> <p>8 guess you had mentioned before about these banner ads</p> <p>9 or these other things. I did not get any of that. I</p> <p>10 only learned from my husband.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. All right. So what basis are you saying that</p> <p>13 you have standing to say that notice was insufficient</p> <p>14 when you actually received notice?</p> <p>15 MS. ST. JOHN: Objection to the form.</p> <p>16 Argumentative. Calls for a legal conclusion. Her</p> <p>17 objection speaks for itself.</p> <p>18 THE WITNESS: I didn't see notice as a class</p> <p>19 member. I did not receive notice. I only learned</p> <p>20 about the settlement from my husband. So I'm not sure</p> <p>21 of your question, what is my standing. I'm a class</p> <p>22 member. I didn't receive notice. That's my standing.</p> <p>23 BY MR. LEBSOCK:</p> <p>24 Q. You did receive notice. You filed an</p> <p>25 objection; correct?</p>
<p style="text-align: right;">Page 127</p> <p>1 Q. Are you not going to answer the question</p> <p>2 about whether you received notice to the settlement?</p> <p>3 A. I already said I did not receive notice of</p> <p>4 the settlement from the parties involved in the</p> <p>5 settlement. I only learned it from my husband who --</p> <p>6 Q. That's right. You learned it from your</p> <p>7 husband?</p> <p>8 A. Yes. Learned from my husband. You asked if</p> <p>9 I received notice. Receiving notice is receiving</p> <p>10 notice. This is -- learning from my husband does not</p> <p>11 mean -- to me, they're not equivalent.</p> <p>12 Q. But you nevertheless learned of the</p> <p>13 settlements, didn't you, yes or no?</p> <p>14 MS. ST. JOHN: Objection. Same objections.</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. It's an easy question, yes or no?</p> <p>17 A. I learned of the settlements from my husband.</p> <p>18 Q. Okay. During the period when you had a right</p> <p>19 to object or opt out; right?</p> <p>20 MS. ST. JOHN: Same objections.</p> <p>21 THE WITNESS: I don't know when that period</p> <p>22 is. I only know that I received notice at some time.</p> <p>23 I don't know the deadlines for these things.</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. Well, why do you say that the notice was</p>	<p style="text-align: right;">Page 129</p> <p>1 MS. ST. JOHN: Objection. Argumentative.</p> <p>2 MR. LEBSOCK: I mean this goes around and</p> <p>3 around, but --</p> <p>4 MS. ST. JOHN: This is harassing, and we will</p> <p>5 seek sanctions if you continue to harass my client.</p> <p>6 MR. LEBSOCK: Fine. I understand you're</p> <p>7 going to do that. Okay? Go ahead. I can't stop you</p> <p>8 from doing it. But I am here asking questions, and I</p> <p>9 want to understand what the basis is for the witness's</p> <p>10 standing, what basis does she say that this is an</p> <p>11 inadequate notice when she actually received notice?</p> <p>12 MS. ST. JOHN: You're asking her for a legal</p> <p>13 conclusion. Her objection is detailed in the</p> <p>14 objection. To the extent you want to know more, you</p> <p>15 can't continue badgering her when she's giving you</p> <p>16 answers repeatedly to the questions that you've asked.</p> <p>17 MR. LEBSOCK: She's not answering the</p> <p>18 questions. When I say, "You received notice," she</p> <p>19 does not answer that question yes or no.</p> <p>20 MS. ST. JOHN: Yes, she does. She doesn't</p> <p>21 give you the answer you want, but she certainly</p> <p>22 answers the question.</p> <p>23 MR. LEBSOCK: That's not what she was saying.</p> <p>24 No, that's not what she's saying. She was answering a</p> <p>25 different question, and that is inappropriate.</p>

<p style="text-align: right;">Page 130</p> <p>1 MS. ST. JOHN: No. She was answering your 2 question, and the fact that you don't like the answer, 3 I'm sorry. You can't keep harassing her like this. 4 BY MR. LEBSOCK: 5 Q. What have you done to determine whether it 6 was -- whether class member information was reasonably 7 available to class counsel? 8 MS. ST. JOHN: Objection to the form. 9 THE WITNESS: Sorry. What? 10 BY MR. LEBSOCK: 11 Q. What have you done to find out whether class 12 member contact information was reasonably available to 13 class counsel? 14 MS. ST. JOHN: Objection to the form. Calls 15 for a legal conclusion. 16 THE WITNESS: I don't know what is available 17 to class counsel. I in my objections state that I am 18 a frequent flyer -- 19 BY MR. LEBSOCK: 20 Q. Okay. So you don't know. Well, hold on a 21 second. The answer is -- 22 A. No, I'm not done. 23 Q. What is that you're going to say? You don't 24 know. 25 MS. ST. JOHN: Objection. Harassment.</p>	<p style="text-align: right;">Page 132</p> <p>1 THE WITNESS: No. They're -- all right. 2 Under what the on-line claim form says, American 3 Airlines is one of the defendants listed. 4 BY MR. LEBSOCK: 5 Q. They're a defendant, and you think their 6 website says they're a defendant? 7 MS. ST. JOHN: Objection to the form. Calls 8 for speculation. 9 If you don't know based on what's in front of 10 you, you don't have to speculate. 11 THE WITNESS: From what I remember, I think 12 that the on-line claim form states -- has a list of 13 defendants, and American Airlines was on that list of 14 defendants. 15 BY MR. LEBSOCK: 16 Q. All right. What have you done to 17 individually determine whether American Airlines was a 18 defendant in the Transpacific litigation? 19 MS. ST. JOHN: Objection to the form. Calls 20 for speculation. 21 THE WITNESS: So you're asking me what I 22 independently did? 23 BY MR. LEBSOCK: 24 Q. What have you done to investigate that? 25 A. I looked -- I filled out an on-line claim</p>
<p style="text-align: right;">Page 131</p> <p>1 THE WITNESS: I was going to continue. So 2 you've asked what do I know. I'm not sure what class 3 counsel knows, but I do know that in my objection I 4 state that I'm a frequent flyer of American Airlines 5 so that would be a possible, you know, way for them to 6 know that I'm a class member. I was on American 7 Airlines. I have frequent flyer miles, and I have 8 gone to, you know, Asia, and I'm a class member. 9 BY MR. LEBSOCK: 10 Q. And so what -- the question is what do you 11 know about what class counsel -- information class 12 counsel had to individually notify the class? 13 MS. ST. JOHN: Objection to the form. 14 THE WITNESS: Class counsel, I'm assuming, 15 includes the airline that I bought the ticket. So I 16 feel like the airline would know whether I bought a 17 ticket or not. 18 BY MR. LEBSOCK: 19 Q. Is American Airlines a defendant in this 20 litigation, to your knowledge? 21 A. Yes. 22 MS. ST. JOHN: Objection to form. 23 BY MR. LEBSOCK: 24 Q. They're a defendant. 25 MS. ST. JOHN: Objection to the form.</p>	<p style="text-align: right;">Page 133</p> <p>1 form. I discussed with my attorneys. My attorneys 2 have gone through the documents. 3 Q. All right. So are you saying that American 4 Airlines is a defendant in this litigation? 5 MS. ST. JOHN: Objection to the form. Calls 6 for speculation. 7 If you don't have it in front of you, you 8 don't have to answer it. 9 THE WITNESS: I don't have the information in 10 front of me. I'm only going by what I said -- you 11 asked me what I know personally. I know I personally 12 went onto the on-line claim form, and it listed 13 American Airlines in the list of defendants. I don't 14 know if that means that they're a defendant. I know 15 that it's on the on-line claim form, and it was also 16 in the notice. 17 BY MR. LEBSOCK: 18 Q. Are you certain that American Airlines was a 19 defendant, then? 20 MS. ST. JOHN: Objection to the form. 21 THE WITNESS: From the information I have 22 seen on -- line and from the notice, then -- I mean I 23 don't -- American Airlines is listed as one of the 24 defendants. Whether to do an on-line claim to see if 25 you were a --</p>

<p style="text-align: right;">Page 134</p> <p>1 BY MR. LEBSOCK:</p> <p>2 Q. So do you remember earlier today we were</p> <p>3 going through settlement agreements, and I was</p> <p>4 pointing out to you definitions of the word</p> <p>5 "defendants" in them. Do you remember that?</p> <p>6 A. Yes.</p> <p>7 Q. Do you remember ever seeing American Airlines</p> <p>8 in those definitions?</p> <p>9 MS. ST. JOHN: Objection to the form.</p> <p>10 THE WITNESS: Again, those definitions said</p> <p>11 "subsidiaries, associates." I don't know if American</p> <p>12 Airlines was specifically on those settlement --</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. You don't know after reading it? You don't</p> <p>15 know?</p> <p>16 MS. ST. JOHN: Objection to the form.</p> <p>17 THE WITNESS: Well, it says, "affiliate," and</p> <p>18 I thought American Airlines merged with one of the</p> <p>19 other airlines. So it would count as a defendant,</p> <p>20 then, but I'm not sure.</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. Who did American Airlines merge with that you</p> <p>23 would now say they were --</p> <p>24 A. I don't remember. I know that they merged</p> <p>25 with another airline, and I don't know. So I can't</p>	<p style="text-align: right;">Page 136</p> <p>1 objections speak for itself. You're calling for a</p> <p>2 legal conclusion and a narrative. She's made her</p> <p>3 objections on the record in this brief.</p> <p>4 MR. LEBSOCK: Well, let's explore that for a</p> <p>5 second. The declaration that she signed said she had</p> <p>6 personal knowledge of the facts, and then when I asked</p> <p>7 her what was unfair about the settlements I was</p> <p>8 referred to the objection. And now that I'm asking</p> <p>9 about the objection, I'm hearing that it calls for a</p> <p>10 legal conclusion.</p> <p>11 Q. What I want to know is what the facts are</p> <p>12 that support the objection that you have that there's</p> <p>13 some issue, in your mind, between direct and indirect</p> <p>14 purchasers of air transportation.</p> <p>15 MS. ST. JOHN: I'm making the same objection.</p> <p>16 You're asking for a legal conclusion. The document</p> <p>17 speaks for itself. This is getting argumentative and</p> <p>18 is harassment.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. What are the facts?</p> <p>21 MS. ST. JOHN: Same objections.</p> <p>22 THE WITNESS: Well, we have different claims</p> <p>23 if you purchased directly from the airlines or</p> <p>24 indirectly from the airlines because the only</p> <p>25 defendants in the settlement are the airlines. So if</p>
<p style="text-align: right;">Page 135</p> <p>1 say whether or not they're a defendant or not.</p> <p>2 Q. Okay. Let's move on to the issue of whether</p> <p>3 certain class members have stronger claims than other</p> <p>4 class members. Okay?</p> <p>5 A. Okay.</p> <p>6 Q. Now, you mentioned something about a concern</p> <p>7 you have about class members who purchased their</p> <p>8 tickets directly versus indirectly. Can you explain</p> <p>9 to me what you mean by all that?</p> <p>10 MS. ST. JOHN: Objection to the form. Calls</p> <p>11 for a legal conclusion. Calls for a narrative. The</p> <p>12 objection speaks for itself.</p> <p>13 THE WITNESS: Let's see. So what is your</p> <p>14 question?</p> <p>15 BY MR. LEBSOCK:</p> <p>16 Q. I don't understand. What do you mean when</p> <p>17 you say that you have an objection because of this</p> <p>18 direct versus indirect issue that you referenced?</p> <p>19 MS. ST. JOHN: Same objections.</p> <p>20 THE WITNESS: I think it's in the</p> <p>21 objection -- I mean claims would be different if you</p> <p>22 bought directly or indirectly from the defendants.</p> <p>23 BY MR. LEBSOCK:</p> <p>24 Q. What claims could be different?</p> <p>25 MS. ST. JOHN: Same objections. The</p>	<p style="text-align: right;">Page 137</p> <p>1 the -- your claim is against the airlines, I don't --</p> <p>2 you know, I could see that being different claims</p> <p>3 against airlines and third parties. So it seems that</p> <p>4 they're not quite the same claim that you have. So</p> <p>5 when you lump them together, you're lumping together</p> <p>6 claims that might be different.</p> <p>7 BY MR. LEBSOCK:</p> <p>8 Q. We've already established you didn't look at</p> <p>9 the settlement class or the settlement agreements;</p> <p>10 right?</p> <p>11 MS. ST. JOHN: Objection.</p> <p>12 BY MR. LEBSOCK:</p> <p>13 Q. Other than what we've done today, you have</p> <p>14 not looked at the settlement agreements?</p> <p>15 A. There are multiple agreements. This is --</p> <p>16 the objection is actually to the class, what the class</p> <p>17 members are, not necessarily the details -- for the</p> <p>18 objection. The reason that you're -- sorry. The</p> <p>19 concern that I brought up in this objection is toward</p> <p>20 treating all the class members the same. That, again,</p> <p>21 I relied on my attorneys to point out certain things</p> <p>22 that were wrong in the settlement, or they thought</p> <p>23 were unfair in the settlement. I read the objection</p> <p>24 and, you know, I agreed with them, and that's why I</p> <p>25 put forth the objection.</p>

<p style="text-align: right;">Page 138</p> <p>1 Q. All right. So this was not an objection that 2 you came up with. This was something that was 3 proposed to you by your attorneys; is that right? 4 MS. ST. JOHN: Objection to the form. 5 Argumentative. Mischaracterizes her testimony. 6 THE WITNESS: I don't think it's proposed. 7 It was what's possibly unfair with the settlement. So 8 it's that I told my attorneys about the possible -- 9 you know, objection to the settlement. I'm not a 10 class action attorney. They go through the settlement 11 for me. They, you know, can bring to me certain 12 things to me that might not follow the rules that they 13 would think -- and so they would think it was unfair. 14 And then I, you know, read the settlement and I agree 15 with that. The reasoning makes sense. 16 BY MR. LEBSOCK: 17 Q. So I'm confused. Is this driven by you or is 18 this driven by the lawyers at Center for Class Action 19 Fairness? 20 MS. ST. JOHN: Objection. Argumentative. 21 Calls for speculation. 22 THE WITNESS: As a lay person, the only -- I 23 mean I can't go through the entire settlements and 24 know what, for instance, would be unfair, which would 25 not, you know -- I can't go through and see what is</p>	<p style="text-align: right;">Page 140</p> <p>1 objections that are listed. It does matter who came 2 up with it. 3 THE WITNESS: I mean I only -- for me, it's 4 like I see a settlement group. Maybe there's some 5 issues. And I have my attorney, you know, research 6 more into it. As for where it came up, I'm not sure. 7 I mean I agree with their statement that's in the 8 objection. 9 BY MR. LEBSOCK: 10 Q. You do? What do you base your agreement on? 11 Just because they wrote it? Or was there something 12 else that you agree with? 13 MS. ST. JOHN: Objection. 14 THE WITNESS: Well, again, I don't know full 15 class action. It seems to me -- like I can only -- 16 you know, I can only guess as to exactly what -- I 17 don't have an expertise in class action law, but it 18 does seem to me that, you know, you would want 19 everyone to have the same cause of action, same -- to 20 make it a class. 21 BY MR. LEBSOCK: 22 Q. Why is that? 23 MS. ST. JOHN: Objection. You're harassing 24 the witness at this point. 25 MR. LEBSOCK: I'm asking the witness a</p>
<p style="text-align: right;">Page 139</p> <p>1 against maybe the previous cases on class action 2 because I don't know the cases on class action or, you 3 know, what case law to cite for saying something is 4 specifically unfair. I depend on my attorneys to do 5 that. 6 I can only, as a layperson, see certain 7 things that are wrong, and then they can more in depth 8 into settlements and see what else could be wrong with 9 them and to -- you know, they filing this objection on 10 my behalf. 11 BY MR. LEBSOCK: 12 Q. Is the indirect versus direct issue, was that 13 something that was motivated by you, or did somebody 14 else propose that? 15 MS. ST. JOHN: Objection to the form. 16 Argumentative. Calls for privileged information. 17 THE WITNESS: I mean I relied on my attorneys 18 for this. 19 BY MR. LEBSOCK: 20 Q. Not the question ma'am. 21 Did you propose it or did your attorneys or 22 somebody else propose that that was an objection that 23 you ought to be making? 24 MS. ST. JOHN: Same objection. This is 25 completely irrelevant. She said that she supports the</p>	<p style="text-align: right;">Page 141</p> <p>1 question about what her lay opinion is on things that 2 she's testifying to and objections that she, not CCAF 3 has made. So I want to hear why it is that this 4 witness thinks that there's legitimate objections here 5 that have been lodged, and that's what I'm asking. 6 MS. ST. JOHN: Her objections are on the 7 record. At this point you're just harassing her. I 8 mean are you enjoying this? Is this what you do for 9 fun, harass her on the record? She's stated 10 repeatedly that this is the objection filed on her 11 behalf, and she's standing by it. What else do you 12 need to know? 13 BY MR. LEBSOCK: 14 Q. So the question is what's unfair about 15 treating everybody equally? 16 MS. ST. JOHN: Objection. Calls for a legal 17 conclusion. Misstates the evidence. 18 THE WITNESS: I mean from -- again, I don't 19 know -- I'm not 100 percent sure on class action law. 20 It seems that you don't want interclass conflict. So 21 if I have a claim that's stronger than yours, then 22 lumping them together doesn't seem quite fair. 23 BY MR. LEBSOCK: 24 Q. Okay. So how is it that you -- so are you 25 making a distinction on the indirect issue because</p>

<p style="text-align: right;">Page 142</p> <p>1 somebody purchased through a travel agent?</p> <p>2 MS. ST. JOHN: Objection. The document</p> <p>3 speaks for itself. Calls for a legal conclusion.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. Is that an issue for you?</p> <p>6 A. Can you repeat the question?</p> <p>7 Q. Yeah. Is the indirect issue that you're</p> <p>8 objecting to, is that because some class members</p> <p>9 purchased through a travel agent?</p> <p>10 MS. ST. JOHN: Same objections.</p> <p>11 THE WITNESS: I think the objection states a</p> <p>12 few -- two or three interclass conflicts. The one</p> <p>13 that you're characterizing is only one of possible --</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. I'm not trying to limit you. I'm just asking</p> <p>16 about that particular issue. The indirect versus</p> <p>17 direct issue.</p> <p>18 A. Yes, that is one possible interclass</p> <p>19 conflict. Yes.</p> <p>20 Q. And is the issue, in your mind, that some</p> <p>21 people purchased through a travel agent and others</p> <p>22 purchased direct on a website? Is that the issue?</p> <p>23 MS. ST. JOHN: Objection. The objection</p> <p>24 speaks for itself.</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 144</p> <p>1 and make a legal conclusion.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. What do you know that causes something to be</p> <p>4 unfair about distinguishing between people who</p> <p>5 purchase through a travel agent versus people who</p> <p>6 purchased directly from American Airlines, like you</p> <p>7 did, off of a website?</p> <p>8 MS. ST. JOHN: Same objections.</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. What's unfair about that?</p> <p>11 A. Okay. Again, I can only speculate. And I</p> <p>12 also don't know the full -- like I have not read</p> <p>13 through all of the documents in the case. I'm just</p> <p>14 from a layperson thinking about it, I guess, thinking</p> <p>15 about it like logically. It's that if your claim is</p> <p>16 that the airlines, you know, over charged and you are</p> <p>17 suing the -- the plaintiffs are suing the defendants</p> <p>18 which are airlines, not travel agents, but directly</p> <p>19 airlines.</p> <p>20 So if your claim is against the airlines,</p> <p>21 then, you know, the chain is very simple that the</p> <p>22 airline, you can prove -- not prove, but it's easier,</p> <p>23 for instance, if the airline may have overcharged you.</p> <p>24 But if it's through a travel agent, how does one know</p> <p>25 that it was because of the airline's pricing and not</p>
<p style="text-align: right;">Page 143</p> <p>1 Q. What's your understanding, ma'am? You're the</p> <p>2 one that lodged the objection. What do you think?</p> <p>3 A. Again, I relied on my attorneys. But it</p> <p>4 seems -- I mean if you want me to like paraphrase --</p> <p>5 Q. No, I want to know what you think.</p> <p>6 MS. ST. JOHN: Same objections.</p> <p>7 THE WITNESS: Well, it seems -- hmm. So I</p> <p>8 guess if you have -- so you're bringing a case against</p> <p>9 the defendants, and so if you purchase directly from</p> <p>10 the defendants, it's easier, I guess, to trace, you</p> <p>11 know, the defendants. But if you have a third party</p> <p>12 purchaser, it's harder to know if that's a direct, you</p> <p>13 know --</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. How? How come? Are you speculating or do</p> <p>16 you know something?</p> <p>17 MS. ST. JOHN: Objection.</p> <p>18 THE WITNESS: Again, I don't know class</p> <p>19 action fully, and I am not an expert --</p> <p>20 BY MR. LEBSOCK:</p> <p>21 Q. I'm not asking about class action fully. I'm</p> <p>22 asking about this case and what you know about this</p> <p>23 case and the situation presented by your objection.</p> <p>24 Okay?</p> <p>25 MS. ST. JOHN: You're asking her to speculate</p>	<p style="text-align: right;">Page 145</p> <p>1 the travel agent's pricing that you were overcharged,</p> <p>2 for instance, or something like that. The chain is</p> <p>3 much harder to prove, I would think. And this is</p> <p>4 only -- again, I'm not, you know, class action or</p> <p>5 specific for this thing. It's just logically to me it</p> <p>6 makes sense that one claim would be different and</p> <p>7 harder, maybe, to prove than another. So that's</p> <p>8 why -- that's where you have interclass conflict.</p> <p>9 That's all I'm saying.</p> <p>10 Q. Have you done anything to figure out whether</p> <p>11 what you think is actually true?</p> <p>12 MS. ST. JOHN: Objection. Object to the</p> <p>13 form. Calls for speculation. Calls for a legal</p> <p>14 conclusion. Irrelevant.</p> <p>15 THE WITNESS: Again, this is only just based</p> <p>16 on like logically and how to prove a case. What, you</p> <p>17 know, evidence you would need. It would seem that</p> <p>18 there might be an interclass conflict. I'm not saying</p> <p>19 that it's guaranteed, but to me, that's what it seems</p> <p>20 like, there could be interclass conflict.</p> <p>21 Proving that, I mean it's just -- my evidence</p> <p>22 is if you're suing the defendants but you're not</p> <p>23 suing the, you know -- you're saying the travel agents</p> <p>24 do nothing, but again, a lot of things that stem from,</p> <p>25 for instance, direct and indirect purchasers, a lot of</p>

<p style="text-align: right;">Page 146</p> <p>1 things could stem from that. For instance, like 2 notice. If the airlines know who exactly purchased it 3 and then the third party would be more difficult, 4 maybe, to find notice, there's things that can stem 5 from this interclass conflict, and it's not -- again, 6 I'm not a transaction attorney, and I don't know 7 airline, whatever, law or anything. 8 Just from a logical standpoint, this is 9 what -- you know, all I can say. And I'm only 10 speaking on my behalf. 11 BY MR. LEBSOCK: 12 Q. All right. So you've said what you could say 13 about that. Have we covered the waterfront at this 14 point? 15 MS. ST. JOHN: Objection to the form. 16 BY MR. LEBSOCK: 17 Q. Is there anything you might want to add about 18 what might possibly be an issue between direct versus 19 indirect purchases of airline travel? 20 MS. ST. JOHN: Objection to form. 21 THE WITNESS: I mean, if there's anything 22 else in the objection. There's -- I mean, I don't -- 23 again, I don't know directly about this. 24 BY MR. LEBSOCK: 25 Q. Yeah. Is that a problem, in your mind, that</p>	<p style="text-align: right;">Page 148</p> <p>1 characterize to be indirect purchases from -- 2 different than direct purchases? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: Again, we haven't gotten 5 through discovery on that. 6 BY MR. LEBSOCK: 7 Q. Don't you think that's important to do if 8 you're going to make an objection about it? 9 MS. ST. JOHN: Objection to the form. 10 Argumentative. Calls for a legal conclusion. 11 THE WITNESS: I don't think it is because 12 from what I -- the research that the attorneys that I, 13 you know, called upon for expertise, they seem to have 14 cited here case law that's specified that you want 15 class members to not have interclass conflict. I 16 think that is the evidence that is about whether or 17 not you should have -- 18 BY MR. LEBSOCK: 19 Q. Isn't that the conclusion as opposed to the 20 evidence that supports the objection? 21 MS. ST. JOHN: Objection to the form. 22 THE WITNESS: I think that case law -- 23 BY MR. LEBSOCK: 24 Q. You were trained as a lawyer; right? 25 MS. ST. JOHN: Objection to form.</p>
<p style="text-align: right;">Page 147</p> <p>1 the objector doesn't really understand what the 2 objection is? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: I think the objections I have 5 are more, if you look at the objections, they're to 6 the settlement agreement, not specifically like to the 7 claims or the merits of the case. It's to the 8 settlement agreement, and the settlement agreement 9 includes who are counted in the class members. So 10 that is the objection it to -- like for this one, it's 11 for the class -- what you're counting as class 12 members, not the merits of the case. 13 BY MR. LEBSOCK: 14 Q. Well, what does that have to do with the fact 15 that -- I mean do you have any specific concrete 16 evidence that it is unfair to treat what you 17 characterize as direct purchasers versus indirect 18 purchasers of air transportation travel? 19 MS. ST. JOHN: Objection to the form. 20 THE WITNESS: Again, I -- 21 BY MR. LEBSOCK: 22 Q. I'm asking do you have any concrete evidence. 23 I don't want to know now what you think you might 24 speculate, et cetera. I want to know what concrete 25 evidence you have that it is unfair to treat what you</p>	<p style="text-align: right;">Page 149</p> <p>1 BY MR. LEBSOCK: 2 Q. There's a difference between a conclusion and 3 the facts. 4 MS. ST. JOHN: Objection to the form. 5 THE WITNESS: But evidence, you would also 6 put in case law as evidence. So to me, it's like this 7 is evidence that you don't want to mix certain claims 8 and that's -- 9 BY MR. LEBSOCK: 10 Q. Do you think it's appropriate for an objector 11 to just come in and object to a settlement without 12 having a concrete and good faith, good reason to 13 object to it? 14 MS. ST. JOHN: Objection to the form. 15 BY MR. LEBSOCK: 16 Q. Do you think that's a good idea? 17 A. I think that an objector has a right to 18 object. That's provided for under the law. 19 Q. No doubt. The question is should there be 20 some discretion placed on the objector? 21 MS. ST. JOHN: Objection to form. 22 THE WITNESS: I think the objector has a good 23 faith argument and has provided -- like I, you know, 24 have good attorneys. Specific reasons citing, you 25 know, cases. It seems that the objector should be</p>

<p style="text-align: right;">Page 150</p> <p>1 allowed to object and present their case to the court</p> <p>2 to make sure that, you know, unnamed class members</p> <p>3 have a say.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. What's the issue with the Japan Airlines</p> <p>6 settlement?</p> <p>7 MS. ST. JOHN: Objection to the form. The</p> <p>8 objection speaks for itself.</p> <p>9 THE WITNESS: So it seems like the -- from</p> <p>10 the objection and from what my attorneys have</p> <p>11 researched, they have a fund due purchasers of both</p> <p>12 U.S. purchase and foreign originating travel, and it</p> <p>13 seems that there's been case law that suggests that if</p> <p>14 a plaintiff's claim against defendant arose out of a</p> <p>15 foreign injury, then they be barred from, I guess --</p> <p>16 whatever -- there be a dismissal order. I haven't</p> <p>17 read this case law specifically, but it's been cited</p> <p>18 here, and I trust my attorneys on this.</p> <p>19 So it seems that if you include the JAL</p> <p>20 settlement, which includes people -- foreign</p> <p>21 purchasers -- not foreign purchasers. Purchasers that</p> <p>22 have both U.S. and foreign originating travel, you</p> <p>23 will again have maybe interclass -- not interclass,</p> <p>24 but you will have not equal -- the claims are</p> <p>25 different. So the foreign originating travel is a</p>	<p style="text-align: right;">Page 152</p> <p>1 privileged information.</p> <p>2 I'm going to instruct you not to answer.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. You going to follow your attorney's advice on</p> <p>5 that?</p> <p>6 A. I am.</p> <p>7 Q. Was this objection something that you came up</p> <p>8 with or somebody else?</p> <p>9 MS. ST. JOHN: Objection to the form.</p> <p>10 THE WITNESS: I think I've stated it before.</p> <p>11 I requested my attorneys --</p> <p>12 MS. ST. JOHN: To the extent it calls for</p> <p>13 privileged information, you don't have to answer.</p> <p>14 THE WITNESS: -- to like look into this to</p> <p>15 see -- I mean I don't think anyone offhand would know</p> <p>16 whether, you know, this was, you know, the -- this is</p> <p>17 something you'd have to research on. I agree that you</p> <p>18 have to like search for, but, you know, I instructed</p> <p>19 my attorneys. They looked through the whole</p> <p>20 settlement and see possible --</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. Did you really instruct your attorneys to</p> <p>23 look through the settlement agreements and come up</p> <p>24 with any objections they could find to the</p> <p>25 settlements? Is that the way this went?</p>
<p style="text-align: right;">Page 151</p> <p>1 weaker claim than the U.S. originating travel. So if</p> <p>2 you --</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. Well, are you saying that as a fact or are</p> <p>5 you saying that that's a hypothetical possibility?</p> <p>6 MS. ST. JOHN: Objection to the form.</p> <p>7 BY MR. LEBSOCK:</p> <p>8 Q. Or are you just simply reading something</p> <p>9 that's put in a brief by the Center for Class Action</p> <p>10 Fairness?</p> <p>11 MS. ST. JOHN: Objection to the form.</p> <p>12 THE WITNESS: What was the question?</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Well, the question is why do you say that the</p> <p>15 claim with respect to foreign originating travel is</p> <p>16 weaker than the claim for U.S. originating travel?</p> <p>17 MS. ST. JOHN: Objection to the form. It's</p> <p>18 in her objection, and you're just harassing her. This</p> <p>19 is ridiculous.</p> <p>20 THE WITNESS: From the objection, and it</p> <p>21 looks like there's documents here on --</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. Did you discuss with your lawyers the basis</p> <p>24 for this objection?</p> <p>25 MS. ST. JOHN: Objection. Calls for</p>	<p style="text-align: right;">Page 153</p> <p>1 MS. ST. JOHN: Objection to form. This is</p> <p>2 insulting. This is sexist and insulting.</p> <p>3 THE WITNESS: I trusted my attorneys to look</p> <p>4 at the settlement and put forth any issues that might</p> <p>5 come up with this settlement. Anything tied to it.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. All right. Do you think JAL has the right to</p> <p>8 compromise any claims that it thinks it has against</p> <p>9 it. Do you think JAL has a right to do that?</p> <p>10 MS. ST. JOHN: Objection to the form.</p> <p>11 THE WITNESS: I don't know what -- what is</p> <p>12 your question?</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Do you think a company like Japan Airlines</p> <p>15 has the right to compromise claims against it?</p> <p>16 A. I'm not sure what you mean by -- I don't know</p> <p>17 what you're saying.</p> <p>18 Q. Settle.</p> <p>19 A. If they have the right to settle?</p> <p>20 Q. Yeah.</p> <p>21 A. I think that companies probably have --</p> <p>22 they're allowed to do settlement agreements, but the</p> <p>23 courts and objectors and plaintiffs are supposed to</p> <p>24 check to see if the settlement is fair. Just because</p> <p>25 they enter into a settlement doesn't mean that the</p>

<p style="text-align: right;">Page 154</p> <p>1 settlement is fair for claim -- you know, class</p> <p>2 members.</p> <p>3 Q. What's not fair for the class members of the</p> <p>4 JAL settlement class?</p> <p>5 MS. ST. JOHN: Objection to the form. The</p> <p>6 objection speaks for itself.</p> <p>7 THE WITNESS: The objection states that they</p> <p>8 have kind of lumped together U.S. and foreign</p> <p>9 originating travel, where if maybe they were</p> <p>10 separated, they would have each -- people would</p> <p>11 have -- strength of claims would be different. And so</p> <p>12 you have interclass issues here where, you know,</p> <p>13 maybe -- so I don't think the class members are fairly</p> <p>14 represented in this if they have to compete with other</p> <p>15 class members that have weaker claims.</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. What's your issue with the fee request?</p> <p>18 MS. ST. JOHN: Objection to the form.</p> <p>19 THE WITNESS: I have to double-check the --</p> <p>20 (The witness reviewed the document.)</p> <p>21 THE WITNESS: I guess the fee request --</p> <p>22 again, I relied on my attorneys here where it says</p> <p>23 there's a class settlement fund, and then it's the</p> <p>24 percent -- there's a percentage of the fee request,</p> <p>25 and there's also a future litigation fund. I think</p>	<p style="text-align: right;">Page 156</p> <p>1 should be compensated.</p> <p>2 Q. Well, in this case, do you think the</p> <p>3 settlements are a horrible result for the class?</p> <p>4 MS. ST. JOHN: Objection to form.</p> <p>5 THE WITNESS: I don't know if it's a horrible</p> <p>6 result. It doesn't seem, you know, under the law to</p> <p>7 be fair. Again, I'm relying on my attorneys for this.</p> <p>8 Like percentage. So the question was?</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. The question was more general. Do you think</p> <p>11 it's fair to compensate lawyers for the work they do?</p> <p>12 A. It depends. If the lawyers are -- I mean I</p> <p>13 don't know if they should be -- normally, I would say</p> <p>14 the lawyers are compensated because of an agreement</p> <p>15 that they make, like contract law. But class action</p> <p>16 might be different, so I don't know exactly how much</p> <p>17 they should be compensated.</p> <p>18 Q. All right. So --</p> <p>19 A. I know that maybe certain things are too</p> <p>20 excessive.</p> <p>21 Q. Well, what have you done to figure that out,</p> <p>22 whether there was anything that was excessive done</p> <p>23 here?</p> <p>24 MS. ST. JOHN: Objection to the form.</p> <p>25 THE WITNESS: Again, I relied on my</p>
<p style="text-align: right;">Page 155</p> <p>1 that's -- yeah.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. Well, let's keep it -- let's keep the future</p> <p>4 litigation fund issue for further discussion in a few</p> <p>5 minutes. What's the issue you have with the fee</p> <p>6 request?</p> <p>7 MS. ST. JOHN: Objection to the form.</p> <p>8 THE WITNESS: Again, I'm relying on my</p> <p>9 attorneys, and it seems they've cited cases here too</p> <p>10 about what benchmark, reward, and certain things.</p> <p>11 Here again, I'm not a class action attorney. So I</p> <p>12 don't know the percent here. But it seems that the</p> <p>13 percent that they've come up with -- you know, the fee</p> <p>14 request equals 42 percent of the net settlement fund,</p> <p>15 and it seems excessive compared to, you know, using</p> <p>16 the case law cited.</p> <p>17 BY MR. LEBSOCK:</p> <p>18 Q. Well, do you think it's fair to compensate</p> <p>19 lawyers for the work they do?</p> <p>20 MS. ST. JOHN: Objection to form.</p> <p>21 BY MR. LEBSOCK:</p> <p>22 Q. As a general proposition, do you think that's</p> <p>23 fair?</p> <p>24 A. It depends on if they did a good job or not.</p> <p>25 I mean, if they did a horrible job, I don't think they</p>	<p style="text-align: right;">Page 157</p> <p>1 attorneys. They do this calculation, I think, that</p> <p>2 other courts have used to determine whether fees,</p> <p>3 attorney fees are excessive. I relied on them,</p> <p>4 and they --</p> <p>5 BY MR. LEBSOCK:</p> <p>6 Q. How much time have the class lawyers spent</p> <p>7 litigating these claims?</p> <p>8 MS. ST. JOHN: Objection to the form. This</p> <p>9 isn't a pop quiz. If you want to show her a document</p> <p>10 to look at, that's fine.</p> <p>11 THE WITNESS: I do not have access to that</p> <p>12 information.</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. Well, did you know it was on the website?</p> <p>15 A. No, I didn't.</p> <p>16 Q. You didn't look for it, did you?</p> <p>17 MS. ST. JOHN: Objection to the form.</p> <p>18 THE WITNESS: No, I did not.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. No. Do you have any idea how many times</p> <p>21 we've been to court with the defendants in this case?</p> <p>22 MS. ST. JOHN: Objection to the form.</p> <p>23 THE WITNESS: I did not know.</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. You didn't look for it, did you?</p>

<p style="text-align: right;">Page 158</p> <p>1 MS. ST. JOHN: Objection.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. Do you look at the docket, see how long the</p> <p>4 docket is in the Transpacific litigation case?</p> <p>5 MS. ST. JOHN: Objection to the form.</p> <p>6 THE WITNESS: Again, I instructed my</p> <p>7 attorneys to look through that.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. Did you?</p> <p>10 A. I did not personally.</p> <p>11 Q. Okay. And you don't know how many defendants</p> <p>12 there were in this case?</p> <p>13 MS. ST. JOHN: Objection to the form. Asked</p> <p>14 and answered.</p> <p>15 THE WITNESS: I only know of the defendants</p> <p>16 that listed on the on-line claim form. From that, I</p> <p>17 saw a list of defendants that were on the on-line</p> <p>18 claim form.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. Each of which had its own lawyer; correct?</p> <p>21 MS. ST. JOHN: Objection.</p> <p>22 THE WITNESS: I don't have knowledge of that</p> <p>23 I --</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. Is that a reasonable assumption, do you</p>	<p style="text-align: right;">Page 160</p> <p>1 MS. ST. JOHN: Objection to the form.</p> <p>2 THE WITNESS: I don't have personal</p> <p>3 knowledge.</p> <p>4 BY MR. LEBSOCK:</p> <p>5 Q. You didn't look at that either, did you?</p> <p>6 MS. ST. JOHN: Objection.</p> <p>7 BY MR. LEBSOCK:</p> <p>8 Q. Do you have any idea of what the defenses are</p> <p>9 that were asserted by the defendants in this case?</p> <p>10 MS. ST. JOHN: Objection to the form.</p> <p>11 THE WITNESS: Again, I think I've stated</p> <p>12 before that I don't have like -- I don't know the</p> <p>13 specifics of the merits of the case. I can only -- I</p> <p>14 only -- this objection is only to the settlement</p> <p>15 agreement. So I don't know the --</p> <p>16 BY MR. LEBSOCK:</p> <p>17 Q. Well, your objection is to the fees; right?</p> <p>18 That's one of the objections?</p> <p>19 A. As far as the settlement agreement, yes.</p> <p>20 Q. And so the question is what have you done to</p> <p>21 verify the legitimacy of the objection that you've</p> <p>22 made?</p> <p>23 MS. ST. JOHN: Objection to the form.</p> <p>24 BY MR. LEBSOCK:</p> <p>25 Q. That's the line of question we're asking.</p>
<p style="text-align: right;">Page 159</p> <p>1 think?</p> <p>2 MS. ST. JOHN: Objection. I don't know.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. You don't know if airlines would hire lawyers</p> <p>5 or not?</p> <p>6 MS. ST. JOHN: Objection to form.</p> <p>7 THE WITNESS: I mean I don't know if they</p> <p>8 lumped it together or they each had individual ones.</p> <p>9 I mean they could have decided to make one group. I</p> <p>10 have no idea.</p> <p>11 BY MR. LEBSOCK:</p> <p>12 Q. You didn't investigate it, basically; right?</p> <p>13 MS. ST. JOHN: Objection to the form.</p> <p>14 THE WITNESS: I don't think I have any reason</p> <p>15 to investigate how many lawyers are on the defendant</p> <p>16 side.</p> <p>17 BY MR. LEBSOCK:</p> <p>18 Q. And when were the first Transpacific cases</p> <p>19 filed?</p> <p>20 MS. ST. JOHN: Objection to the form.</p> <p>21 THE WITNESS: I do not know. I don't have</p> <p>22 personal knowledge.</p> <p>23 BY MR. LEBSOCK:</p> <p>24 Q. How many times has the case been up to the</p> <p>25 Ninth Circuit?</p>	<p style="text-align: right;">Page 161</p> <p>1 Okay? And I -- so far, what I'm hearing is you</p> <p>2 haven't personally done anything; is that right?</p> <p>3 MS. ST. JOHN: Mischaracterizes her</p> <p>4 testimony. Objection to the form.</p> <p>5 THE WITNESS: Again, I relied on my attorneys</p> <p>6 because I'm not a class action attorney. So whatever</p> <p>7 work they did, I relied on them to, you know, go</p> <p>8 through the docket, like I'm saying, see the attorneys</p> <p>9 percentages. I don't know if they looked at hours.</p> <p>10 Personally, because I'm not an attorney, I wouldn't</p> <p>11 know how to like look through all of that stuff. I</p> <p>12 relied on my attorneys for that.</p> <p>13 BY MR. LEBSOCK:</p> <p>14 Q. How many depositions were taken in the case?</p> <p>15 MS. ST. JOHN: Objection to form.</p> <p>16 THE WITNESS: Again, I don't have any</p> <p>17 personal knowledge about that.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. What stage of the proceedings is the</p> <p>20 Transpacific case at?</p> <p>21 MS. ST. JOHN: Objection. She's testified</p> <p>22 she doesn't know offhand any of this information. To</p> <p>23 continue doing this is just wasting everyone's time</p> <p>24 and badgering the witness. Is there a point here?</p> <p>25 THE WITNESS: I don't have any personal</p>

<p style="text-align: right;">Page 162</p> <p>1 knowledge as to what, you know -- to what you're 2 asking. 3 BY MR. LEBSOCK: 4 Q. You don't know what stage of the proceedings 5 we're at? 6 A. I only know that a settlement agreement was, 7 I guess, entered, and, you know, I'm only objecting to 8 the settlement agreement. I do not know what 9 happened -- you know, I personally don't know the 10 merits of the case before, you know, the merits of the 11 case. I only know what the settlement agreement says 12 and, you know, my objection is to the settlement 13 agreement, not objections to the merits. 14 Q. Here's the point. The point is the 15 objections; right -- this is the question. The 16 objection is to the amount of fees the class lawyers 17 have asked for; right? 18 A. Uh-huh. 19 Q. That's what you're objecting to. 20 A. Uh-huh. 21 Q. And I'm asking questions to find out what due 22 diligence you have done to determine whether the 23 amount of the fees that are being requested is 24 reasonable or not; right? So how many airlines remain 25 defendants in this case?</p>	<p style="text-align: right;">Page 164</p> <p>1 want to ask her what efforts she's undertaken, what 2 kind of due diligence she's conducted, that's fine. 3 But to continue to conduct this pop quiz about facts 4 she would not remember regardless of what kind of due 5 diligence anyone did is just a ridiculous waste of 6 everyone's time, and I'm going to object to you 7 continuing to harass the witness with these meritless 8 questions. 9 BY MR. LEBSOCK: 10 Q. How much have the class lawyers advanced as a 11 result of the Transpacific litigation to date? 12 A. Again, I don't have any personal knowledge of 13 that. 14 Q. All right. The future litigation fund, as 15 you define it, what's the issue there? 16 MS. ST. JOHN: Objection to the form. 17 THE WITNESS: Again, in light of my 18 attorneys, and it's in the objection, it seems that 19 there's -- there's a future fund. It seems that 20 there's no explanation to what the fund would cover, 21 and I think there's not very much oversight for the 22 fund. And also, if by having future, I guess, 23 litigation or claims you're also creating kind of like 24 a conflict, this isn't -- the money could be given -- 25 you know, like -- it's unclear what the funds would go</p>
<p style="text-align: right;">Page 163</p> <p>1 MS. ST. JOHN: Objection. 2 THE WITNESS: I don't have personal knowledge 3 of how many -- of what you are asking. Again, it's 4 only the settlement agreement that I'm objecting to. 5 BY MR. LEBSOCK: 6 Q. No. You're objecting to specific issues 7 within the settlement agreement, including the fact 8 that the lawyers, in your judgment, are asking for too 9 much money; right? 10 A. Well, not in my judgment, necessarily. It's 11 my -- you know, I have read the objection. I've 12 asked -- you know, my attorneys did the legal 13 research. Again, I'm not a class action attorney. So 14 I don't know the benchmark for what would be a 15 reasonable fee or not. But from reading what they've 16 said, and, you know, they've cited case law here, it 17 seems like it's a -- there are -- the courts have 18 established certain guidelines form what is a 19 reasonable fee. So that doesn't seem to mention 20 the -- it doesn't -- it does not mention what you're 21 saying about how many defendants there are, how many 22 whatever. 23 Q. How much has class counsel advanced on behalf 24 of the Transpacific litigation? 25 MS. ST. JOHN: Objection to the form. If you</p>	<p style="text-align: right;">Page 165</p> <p>1 for. There's no oversight, and it's kind of -- it's 2 in conflict to current class members because this is 3 for future. The benefit is toward future members or 4 future litigation. The benefit isn't to current class 5 members. 6 BY MR. LEBSOCK: 7 Q. And why do you say that? 8 A. Because it's for future litigation, not for 9 like -- for -- it's not toward the class. 10 Q. You just testified that you don't know how 11 many defendants remain in the case; right? 12 MS. ST. JOHN: Objection to the form. 13 BY MR. LEBSOCK: 14 Q. Do you know if any agree -- I'm sorry. Do 15 you know if any defendants remain in the case? 16 MS. ST. JOHN: Objection to the form. 17 THE WITNESS: Again, I don't have any 18 personal knowledge about -- 19 BY MR. LEBSOCK: 20 Q. You don't know about that, hmm? What did you 21 do to look? 22 MS. ST. JOHN: Objection to the form. 23 THE WITNESS: Again, the only thing, like the 24 defendants that are listed on your on-line claim 25 form/your on-line website, it lists certain things,</p>

<p style="text-align: right;">Page 166</p> <p>1 that there are certain defendants. I'm sure it's 2 changing all the time. So I don't know currently what 3 it would be. 4 BY MR. LEBSOCK: 5 Q. Do you -- are you saying that you think that 6 the litigation fund that's proposed could be used for 7 any purposes whatsoever? 8 MS. ST. JOHN: Objection to the form. 9 BY MR. LEBSOCK: 10 Q. Is that what you're saying, or that's the 11 fear? 12 MS. ST. JOHN: Objection. 13 THE WITNESS: I don't know. I again, am not 14 a class action attorney. It seems to -- the case law 15 seems to state that you usually have a court appointed 16 mediator or someone to oversee these expenses. So I'm 17 only saying -- 18 BY MR. LEBSOCK: 19 Q. Well, who's to say that's not going to 20 happen? Why are you saying that that isn't going to 21 happen? 22 A. But it's not in the settlement now. I can't 23 speculate to what would be in a future settlement or 24 if -- the other things. You know, relying on the 25 settlement and the objections that my attorneys have</p>	<p style="text-align: right;">Page 168</p> <p>1 amount for future funds, and there's no -- at the 2 time, current time, it doesn't seem that there are any 3 guidelines on it and how it's going to be spent. 4 BY MR. LEBSOCK: 5 Q. Well, wait a minute. You know that that fund 6 is to be used for litigation expenses; right? 7 MS. ST. JOHN: Objection to the form. 8 THE WITNESS: Again, I -- 9 BY MR. LEBSOCK: 10 Q. So is that a guideline? Isn't that a 11 limitation? 12 MS. ST. JOHN: Objection to the form. 13 THE WITNESS: You can bill like food and 14 hotel -- I don't know. Litigation expenses is kind of 15 broad. I don't know if that's really, you know. 16 BY MR. LEBSOCK: 17 Q. So what's your specific objection? Is it 18 that you don't want it to be used for food and hotel? 19 Is it that you don't want it to be used for a specific 20 litigation expense? What is it that is the objection 21 here? 22 MS. ST. JOHN: Objection to the form. The 23 document speaks for itself. 24 THE WITNESS: Again, it seems that the -- 25 when courts have had maybe these kind of funds in the</p>
<p style="text-align: right;">Page 167</p> <p>1 done at the time, the future funds currently, from 2 what I -- my knowledge, and relying on my attorneys, 3 does not have any oversight right now. And that could 4 be wrong. 5 Q. Do you not understand that the judge always 6 has oversight for use of class funds? You don't 7 understand that? 8 MS. ST. JOHN: Objection to the form. 9 Objection. 10 THE WITNESS: Again, I think that the -- you 11 know, this -- the objection states previous case law 12 and previous, I guess, future fund settlements. I'm 13 not totally sure. It seems that you would have some 14 way to do the approving of payment of funds from this 15 future fund. It doesn't say -- like if other -- 16 BY MR. LEBSOCK: 17 Q. Let me ask you a question. What have you 18 done to determine what class counsel in the 19 Transpacific case have done about receiving court 20 approval for the payment of expenses thus far in the 21 case? What have you done to figure that out? 22 MS. ST. JOHN: Objection to the form. 23 THE WITNESS: Again, I don't have any 24 personal knowledge of what class counsel has done. 25 I'm only saying that the settlement agreement has an</p>	<p style="text-align: right;">Page 169</p> <p>1 past, there should be a court appointed mediator to 2 review the funds. Again, there's also no deadlines as 3 to -- for instance, if you don't spend all that money, 4 where does it go. Maybe that would cause incentive 5 for the attorneys to spend at least the 3 million. So 6 I don't know. Maybe with -- so I have -- you know, 7 there are concerns that could be there having this 8 future -- 9 BY MR. LEBSOCK: 10 Q. All right. So let me cut this short. If it 11 were the case that the judge was going to approve any 12 expenditure of monies, of future fund litigation 13 monies, does that eliminate your concern? 14 MS. ST. JOHN: Objection to the form. Calls 15 for legal speculation. 16 THE WITNESS: Again, I don't know what the 17 courts have done specifically in the past -- 18 BY MR. LEBSOCK: 19 Q. I'm not asking about that. I'm asking does 20 it alleviate your objection now if the court approves 21 the expenditure of those monies? 22 MS. ST. JOHN: Incomplete hypothetical. 23 Object to the form. 24 THE WITNESS: Again, I don't know if it's 25 like common -- I don't know if it's fair because I</p>

<p style="text-align: right;">Page 170</p> <p>1 don't know if this is common class action practice to 2 do that of -- 3 BY MR. LEBSOCK: 4 Q. Hold on a second. You just said that you 5 thought that a mediator or a special master or 6 somebody should oversee the expenditure of funds; 7 right? 8 A. Well, I said that that's been done in the 9 past. There may be other roadways to make sure that 10 the fund is properly distributed. 11 Q. Right. How about asking the judge directly 12 to review the expenses and approve them? Does that 13 alleviate the objection? 14 MS. ST. JOHN: Objection to form. 15 THE WITNESS: I don't know if that alleviates 16 the objection because again, we don't -- I think later 17 on I have -- there's an objection to like the judge 18 could be a member -- I have no idea like what it -- 19 you know, it's unclear -- I don't know if that would 20 fix it -- 21 BY MR. LEBSOCK: 22 Q. Wait a minute. Hold on. Let's clear this 23 up. Are you saying that you think there's something 24 inappropriate going on because the judge in this case 25 is potentially a class member?</p>	<p style="text-align: right;">Page 172</p> <p>1 having this future fund is less money to the class 2 members now. 3 BY MR. LEBSOCK: 4 Q. Isn't that a hypothetical concern if the 5 judge is approving the expenditures? 6 MS. ST. JOHN: Objection to the form. 7 BY MR. LEBSOCK: 8 Q. Let me ask you a question. For example, you 9 said that your lawyers are not looking to you for 10 payment as a result of doing this objection; right? 11 A. Right. 12 Q. Isn't there a hypothetical conflict of 13 interest, at least a hypothetical conflict of interest 14 between you and your lawyers about bringing these 15 objections that you're not even sure, necessarily, 16 what the basis of them is? 17 MS. ST. JOHN: Objection. That completely 18 mischaracterizes her testimony. 19 BY MR. LEBSOCK: 20 Q. Right? Isn't that -- 21 MS. ST. JOHN: It's argumentative. It's 22 inappropriate. It's an incomplete hypothetical. 23 BY MR. LEBSOCK: 24 Q. Isn't that a hypothetical problem? 25 A. If they're not being paid, what is the</p>
<p style="text-align: right;">Page 171</p> <p>1 MS. ST. JOHN: Objection. That completely 2 mischaracterizes her testimony. 3 THE WITNESS: No. I'm saying that I don't 4 know if the judge, you know -- I don't know if having 5 the judge approve all of the expenditures solves the 6 problem for the future funds. Like I said -- 7 BY MR. LEBSOCK: 8 Q. How about we appoint Ms. Yang. Would you 9 like to be appointed as the person to approve 10 expenditures in the litigation -- 11 MS. ST. JOHN: Objection. 12 THE WITNESS: I have no class action -- you 13 know, really any class action experience. I don't 14 know what would be appropriate for, you know, funds or 15 not. I'm again relying on my attorneys to say what 16 has been done in the past with these future funds. 17 The concern, again, like I said, is if the future 18 funds -- you have the 3 million. Are you going to use 19 it all. If you know you have the 3 million, maybe 20 you'd be more likely to spend it all. For instance, 21 having extra depositions or things. 22 So then you could spend it and it's okay 23 cost. But if the 3 million goes -- if you only spend 24 1 million and the rest goes back, then, you know, 25 it's -- the conflict is still there. The idea of</p>	<p style="text-align: right;">Page 173</p> <p>1 hypothetical problem? 2 Q. That they might have interest that diverge 3 from yours. 4 MS. ST. JOHN: Objection. This is completely 5 inappropriate. Are you accusing me of violating legal 6 ethics because I'd like to know if you are? 7 MR. LEBSOCK: I'm asking some questions. I'm 8 not accusing anybody of anything at the moment. What 9 I'm doing is asking some questions. 10 THE WITNESS: Well, since they're not 11 paying -- I'm not paying my attorneys, there is less 12 likelihood of any conflicts of interest. 13 BY MR. LEBSOCK: 14 Q. Why are they doing it? 15 MS. ST. JOHN: Objection. Completely 16 irrelevant. Incomplete hypothetical. 17 THE WITNESS: They are a nonprofit, and 18 they're -- 19 MS. ST. JOHN: And this is delving into the 20 attorney-client relationship. I mean in terms of what 21 she hired us to do, you can't ask questions about 22 that. It's completely privileged. 23 I'm instructing you not to answer these 24 ridiculous questions. 25 BY MR. LEBSOCK:</p>

<p style="text-align: right;">Page 174</p> <p>1 Q. So getting back to the point, if the judge 2 specifically decides whether to approve or disapprove 3 settlements out of the litigation fund, does that 4 eliminate the concern that you have? 5 MS. ST. JOHN: Objection. Incomplete 6 hypothetical. 7 THE WITNESS: I don't think it does because I 8 think that the objection also is to the idea of having 9 a future fund. So it's not just the 3 million. It's 10 also the fact that there is a future fund that's 11 classed into this settlement. So I don't think it 12 solves it by having -- 13 BY MR. LEBSOCK: 14 Q. Why would that be unfair to have the class 15 pay some of the current value of the settlements into 16 a fund to continue litigation against nonsettling 17 defendants? What's fundamentally unfair about that? 18 MS. ST. JOHN: Objection. Calls for a legal 19 conclusion. The objection speaks for itself. 20 THE WITNESS: Again, there would be 21 interclass conflict. I mean if you're -- 22 BY MR. LEBSOCK: 23 Q. There would be? 24 A. There could be. 25 Q. Hypothetically speaking?</p>	<p style="text-align: right;">Page 176</p> <p>1 MS. ST. JOHN: Object to the form. 2 BY MR. LEBSOCK: 3 Q. Do you know what we're talking about? 4 A. Yes. So I think when you made -- in all of 5 the class definitions, there is a -- it states that 6 you have to have traveled anytime between January 1, 7 2000 and the effective date. And because the 8 effective date doesn't really have -- it doesn't 9 state, it's a future or -- it's a future date, class 10 members wouldn't know that they're part of the class 11 and they wouldn't be able to receive, for instance, 12 notice or they wouldn't be able to object or to opt 13 out or anything like that if they don't -- you know, 14 because the class is larger than -- it's actually 15 indefinite I would say. 16 Q. Well, it's indefinite. There's a specific 17 triggering of events that happens to tell you whether 18 you're within the class or not; correct? 19 MS. ST. JOHN: Objection to the form. 20 BY MR. LEBSOCK: 21 Q. Do you know? 22 A. There's a definition of when -- define 23 "effective date," but there has not been an effective 24 date. So it's still ongoing, the effective date. So 25 if I purchase tickets tomorrow, I could still be a</p>
<p style="text-align: right;">Page 175</p> <p>1 MS. ST. JOHN: Objection to the form. 2 THE WITNESS: Well, again, this is for future 3 litigation. Some people's claims are done now, and 4 their money should be, for instance, that you can 5 distribute the funds. This 3 million is taken from 6 possible funds they could have had. And so there's 7 some conflict there. 8 BY MR. LEBSOCK: 9 Q. Going back to the conflict of interest issue, 10 more generally as it relates to you. Do you see any 11 conflict of interest that you're objecting to the 12 settlement and you're married to the lawyer at the 13 center that is bringing the objection on your behalf? 14 MS. ST. JOHN: Objection. I don't even know 15 what you're trying to get at here. 16 THE WITNESS: I don't think there's a 17 conflict of interest. I think that I would not even 18 have known about the settlement if it wasn't for my 19 husband being at the center of the Class Action 20 Fairness. I don't think there would be any other way 21 for me to know about this. 22 BY MR. LEBSOCK: 23 Q. Okay. So let's go -- the last -- well, no, I 24 got two more, I think. What's the issue with the 25 effective date?</p>	<p style="text-align: right;">Page 177</p> <p>1 class member, but I would have lost the ability to 2 object because, as you've said, there was an objection 3 deadline, an opt-out deadline. All of this has passed 4 even though I would still be a class member. 5 Q. Well, you are a class member; right? You 6 assert you are. 7 A. Well, I am a class member. But I'm saying 8 anyone, because you're defining a class member as 9 anyone who purchased between January 1, 2000 and the 10 effective date, and the effective date has not 11 happened yet. Your class is large. You're making it 12 very large. Those persons that are part of the class, 13 those ones that have been, for instance, after the 14 date that they could have objected to or after the 15 date they could have opted out, don't have a chance to 16 object or opt out. 17 Q. And in terms of the exclusion issue with 18 respect to judges, what's your issue there? 19 MS. ST. JOHN: Objection to the form. 20 THE WITNESS: Again, I relied on my attorneys 21 for this. Otherwise, I would not have known about 22 this. But, you know, usually a judge -- it looks like 23 this is citing a statute -- are supposed to recuse 24 themselves if, for instance, they're a class member or 25 their spouse or, you know, financial interest in any</p>

<p style="text-align: right;">Page 178</p> <p>1 of this. But because, again, you haven't specified 2 who -- I mean the class is big and still currently 3 going on. So the judge could become a class member, 4 not even know it, and then they'd have to recuse 5 themselves. 6 It seems, you know, there's an issue there 7 you would probably want to exclude judges so that 8 there's not a conflict of interest for the judges that 9 are residing over the case. 10 BY MR. LEBSOCK: 11 Q. Well, I think you mentioned it. The judge 12 can disclaim an interest in the litigation. Can't he 13 or she? 14 MS. ST. JOHN: Objection to the form. 15 THE WITNESS: I think that -- again, I think, 16 again, I'm relying on my attorneys for their 17 expertise, and they've cited that most, I think, 18 settlements include something to exempt the judges, 19 and a judge can't exempt themselves if they become 20 like a member of the class, you know, in the future 21 because, again, there's no specific -- 22 BY MR. LEBSOCK: 23 Q. You don't think a judge can disclaim an 24 interest in a class action litigation which they may 25 but may not be a member?</p>	<p style="text-align: right;">Page 180</p> <p>1 interest in the litigation? 2 MS. ST. JOHN: Objection to the form. Calls 3 for speculation. Incomplete hypothetical. 4 THE WITNESS: Again, I don't know how judges 5 do all of this. It just -- you know, as a layperson, 6 it seems that the class definition could easily deal 7 with this by excluding all potential appellate judges 8 so that there's no conflict because, again, you don't 9 know if you're a class member. You might become a 10 class member. It's unclear. You know, the judge 11 might not know that he's a class member. 12 And I think that the objection also cites 13 something about their -- the judge could disqualify 14 themselves is one of the solutions, but because this 15 class is so big, I think one of the objections is that 16 you would end up with almost -- you know, very few 17 judges that, you know, a few -- like not enough for a 18 majority. 19 BY MR. LEBSOCK: 20 Q. So I ask you again, isn't the solution, in 21 your mind, that the judge or judges could disclaim any 22 interest in the litigation? 23 MS. ST. JOHN: Objection. Calls for a legal 24 conclusion. Asked and answered. 25 THE WITNESS: I don't know if that -- again,</p>
<p style="text-align: right;">Page 179</p> <p>1 MS. ST. JOHN: Objection. Calls for a legal 2 conclusion. Calls for speculation. Objection to the 3 form. 4 THE WITNESS: I'm not sure how judges deal 5 with this disqualification, but it seems that, again, 6 because of the class definition being so broad, a 7 judge could say I reject financial interest and then 8 become a class member. It seems -- 9 BY MR. LEBSOCK: 10 Q. Are you suggesting in any way that any judge 11 that has presided in this case has ruled based on 12 conflicted loyalties? 13 MS. ST. JOHN: Objection. Mischaracterizes 14 her testimony. 15 BY MR. LEBSOCK: 16 Q. Are you suggesting that? 17 A. No. I'm not suggesting that the judges 18 would -- like the judge might not even know that he's 19 a class member because the class definition could -- 20 again, it says your spouse or anyone. So his wife 21 could have bought a ticket and he wouldn't even know 22 that, and then he becomes a class person. You know, 23 it just seems -- 24 Q. Isn't the solution there to have the judges, 25 if the judge has a concern about it, to disclaim any</p>	<p style="text-align: right;">Page 181</p> <p>1 I don't know what specifically the laws are for 2 judges. 3 BY MR. LEBSOCK: 4 Q. I'm not asking you that. I'm asking you 5 isn't that a solution, in your mind? 6 A. I don't know if that's a solution because I 7 don't know if that fits the letter of the law. So 8 whatever the law says is a good way to deal with it. 9 I'm just saying that -- I can't tell the judges what 10 to do, but I can see that like from a settlement 11 standpoint, you could add that. Only in the 12 settlement -- from the settlement, this is a 13 deficiency in the settlement. 14 What judges do, forcing them to, you know, 15 disavow is not what I'm saying. I'm saying the 16 settlement could write, you know, the class definition 17 and just exclude the judges so the judges don't have 18 to find out. 19 Q. Do you think this is a meritorious objection? 20 MS. ST. JOHN: Objection to the form. 21 Argumentative. 22 BY MR. LEBSOCK: 23 Q. I mean do you have a real concern that a 24 judge is going to have divided loyalties in this case 25 because of the objection that you raised there?</p>

<p style="text-align: right;">Page 182</p> <p>1 MS. ST. JOHN: Objection. Calls for 2 speculation. Argumentative. 3 THE WITNESS: Again, I don't know class 4 action law or, you know -- 5 BY MR. LEBSOCK: 6 Q. I'm not asking about that. I'm asking what 7 you think. 8 MS. ST. JOHN: Objection. 9 THE WITNESS: I think -- to me, it seems like 10 you want a nice tight class definition, and this makes 11 it not so tight. It's fixing -- 12 BY MR. LEBSOCK: 13 Q. Mr. Frank, he's the head of the Center for 14 Class Action Fairness? 15 A. I believe he is. 16 Q. Have you heard him say that he doesn't 17 generally object to settlements that he calls "close 18 to the line"? Have you ever heard him say anything 19 like that? 20 MS. ST. JOHN: Objection to the form. 21 THE WITNESS: Again, I've only met him twice, 22 and the first time I did not know he was Ted Franks. 23 So I do not have any -- no, I don't think I've heard 24 him say anything like that. 25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 184</p> <p>1 result of acting on your behalf? 2 MS. ST. JOHN: Objection to the form. 3 THE WITNESS: I don't know because, again, I 4 don't know how -- I don't know class action -- how 5 that works or anything. So I don't know whatever -- 6 I'm just hoping that the settlement agreement could be 7 fixed per the concerns that are proposed in the 8 objection. I don't know how the courts do the fees on 9 class action. It seems kind of complicated to me. I 10 don't know. 11 BY MR. LEBSOCK: 12 Q. Well, are you aware of the Center for Class 13 Action Fairness making fee applications in cases in 14 which they act on behalf of objectors? 15 MS. ST. JOHN: Objection to the form. 16 THE WITNESS: I think that -- I mean I don't 17 know class action, like, that well. I think that I 18 might have heard of that, that they can apply for 19 fees. I don't know exactly. 20 BY MR. LEBSOCK: 21 Q. All right. So to clarify, is Adam Schulman, 22 is he acting as your lawyer in this case? 23 A. He is not acting as my lawyer. You'd have to 24 check the retainment agreement. So I'd have to 25 double-check that, but I do not think that he's on</p>
<p style="text-align: right;">Page 183</p> <p>1 Q. Okay. Have you heard of it from any other 2 source? 3 A. No. 4 Q. Do you think it's a good idea for objectors 5 to be objecting to settlements that are "close to the 6 line"? 7 MS. ST. JOHN: Objection to the form. 8 Incomplete hypothetical. Calls for speculation. 9 THE WITNESS: Again, I have no idea what 10 "close to the line" means. So it's really hard to 11 answer that. I don't know what "close to the line" 12 means. 13 BY MR. LEBSOCK: 14 Q. What are you hoping to achieve as a result of 15 your objections? 16 MS. ST. JOHN: Objection to the form. Calls 17 for speculation. Completely irrelevant. 18 THE WITNESS: I mean I don't -- again, I'm 19 not a class action attorney. It seems that there are 20 some issues with the settlement that I've raised in my 21 objection, and that some of those issues could be 22 fixed. That's pretty much it. 23 BY MR. LEBSOCK: 24 Q. And are you hoping that the Center for Class 25 Action Fairness can make an application for fees as a</p>	<p style="text-align: right;">Page 185</p> <p>1 that. 2 Q. So is he not representing you? 3 MS. ST. JOHN: Objection to the form. If you 4 need to review the retainer agreement before you 5 respond -- 6 THE WITNESS: Yeah, I'm going to have to 7 reread the retainer agreement. I'm not sure. I might 8 have, you know, retained the entire class action -- 9 you know, Center for Class Action Fairness. So I 10 guess that would include everyone in it. So then 11 maybe that would count. It's hard to say. 12 BY MR. LEBSOCK: 13 Q. Do you have a copy of the retainer with Class 14 Action Fairness? 15 MS. ST. JOHN: Objection to the form. 16 THE WITNESS: The retainer is at my house. 17 BY MR. LEBSOCK: 18 Q. Are you willing to produce it to me? 19 MS. ST. JOHN: Objection to the form. No, 20 you did not make a formal request for it. 21 MR. LEBSOCK: I'm asking now. 22 MS. ST. JOHN: You need to make a formal 23 request and we'll take it under advisement. 24 MR. LEBSOCK: All right. Let's take a quick 25 break. What I would like to know, and maybe this can</p>

<p style="text-align: right;">Page 186</p> <p>1 be cleared up outside of the conference room, is who 2 exactly is representing her. 3 MS. ST. JOHN: Sure. 4 THE VIDEOGRAPHER: We're going off the record 5 at 14:17. 6 (A recess was taken from 2:17 p.m. 7 to 2:24 p.m.) 8 THE VIDEOGRAPHER: This begins Media 3 in the 9 videotaped deposition of Amy Yang. We are now on the 10 record at 14:24. 11 BY MR. LEB SOCK: 12 Q. Okay. So I'm going to renew my request that 13 you produce the fee agreement, Ms. Yang, that you have 14 with the Center for Class Action Fairness, or whoever 15 it is that is representing you. 16 MS. ST. JOHN: And I'll just object to that 17 description and ask you to send us a formal request. 18 MR. LEB SOCK: All right. 19 Q. Have you had a chance to reflect on who it is 20 that's representing you? 21 A. I think it's the Center for Class Action 22 Fairness. 23 Q. All right. And does it identify any specific 24 individuals at the Center for Class Action Fairness? 25 A. Are you asking about --</p>	<p style="text-align: right;">Page 188</p> <p>1 MS. ST. JOHN: Objection to the form. 2 THE WITNESS: Since law school. 3 BY MR. LEB SOCK: 4 Q. All right. And that was when? What years? 5 A. So I graduated in 2010. Law school is three 6 years. So 2008, I'm thinking. Since then. 7 Q. All right. And how long has Mr. Schulman 8 been working at the Center for Class Action Fairness? 9 A. I think you've asked this before, and I said 10 I think it's either 2010, 2011. I'm not totally sure. 11 Q. Fair enough. Okay. You had objected to the 12 Quaker Oats settlement; correct? 13 MS. ST. JOHN: Objection to the form. 14 THE WITNESS: Yes. 15 BY MR. LEB SOCK: 16 Q. All right. And what happened to your 17 objections? 18 MS. ST. JOHN: Objection to the form. 19 THE WITNESS: I don't remember. 20 BY MR. LEB SOCK: 21 Q. Did you ask the Center for Class Action 22 Fairness to represent you with respect to the Quaker 23 Oats settlement? 24 A. I don't recall. It was a while ago. I don't 25 think so.</p>
<p style="text-align: right;">Page 187</p> <p>1 Q. It was a vague question. I'm sorry. 2 So is your testimony that the Center for 3 Class Action Fairness represents you? 4 A. Yes. 5 Q. All right. And does the retention 6 agreement -- this is a written retention agreement 7 right? 8 A. Yes. 9 Q. Does that retention agreement identify any 10 specific attorneys that are acting as your counsel? 11 A. I think it does. I'd have to refer to the 12 document. 13 Q. As you sit here today, you do not know? 14 A. I could only speculate. I don't want to 15 incorrectly state who is on that list. So I would 16 have to -- I would need to double-check. 17 Q. Do you think that Adam Schulman is on that 18 list? 19 A. He might be if they list all of the 20 attorneys, it would have that. Again, I don't know. 21 Q. All right. You said that you've been married 22 to Mr. Schulman since 2013; correct? 23 A. Yes. 24 Q. And how long has Mr. Schulman -- how long 25 have you known Mr. Schulman?</p>	<p style="text-align: right;">Page 189</p> <p>1 Q. And why did you object to the Quaker Oats 2 settlement? 3 MS. ST. JOHN: Objection to the form. 4 THE WITNESS: I think -- it's been a while. 5 I think you'd have to look at my objection, but I'm 6 going to say that I was a class member, one formally, 7 and then there was some issues in the settlement. 8 BY MR. LEB SOCK: 9 Q. And you don't know how the objections were 10 resolved? 11 MS. ST. JOHN: Objection to the form. 12 THE WITNESS: I don't remember. 13 BY MR. LEB SOCK: 14 Q. Do you remember the judge overruling the 15 objections? 16 MS. ST. JOHN: Objection to the form. 17 THE WITNESS: I might have heard of that, but 18 I wasn't like present at the hearing or anything. So 19 I don't -- I mean I might have heard that that 20 happened. 21 BY MR. LEB SOCK: 22 Q. And did Mr. Schulman help you make those 23 objections? 24 MS. ST. JOHN: Objection to the form. 25 THE WITNESS: Again, I was pro se for that,</p>

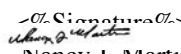
<p style="text-align: right;">Page 190</p> <p>1 and since I don't have that much expertise in -- that</p> <p>2 in the class action field, he did help me.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. Well, you say you were pro se. Did you look</p> <p>5 for representation?</p> <p>6 MS. ST. JOHN: Objection to the form.</p> <p>7 THE WITNESS: I mean I don't think I did.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. You don't think you did?</p> <p>10 A. I don't remember. It was a while ago.</p> <p>11 Q. Well, when was it? It wasn't that long ago,</p> <p>12 was it?</p> <p>13 A. I don't remember exactly the time period.</p> <p>14 Q. Were you and Mr. Schulman married?</p> <p>15 A. Maybe. We might have been. Kind of around</p> <p>16 there. I don't have it -- I'd have to look.</p> <p>17 Q. Did you file an appeal?</p> <p>18 A. I don't think I filed an appeal.</p> <p>19 Q. Did you getting compensated as a result of</p> <p>20 the objections that you made in the Quaker Oats</p> <p>21 settlement?</p> <p>22 MS. ST. JOHN: Objection to the form.</p> <p>23 THE WITNESS: Again, I was pro se. So no, I</p> <p>24 don't think so.</p> <p>25 BY MR. LEBSOCK:</p>	<p style="text-align: right;">Page 192</p> <p>1 Q. That was the time in which you were married</p> <p>2 to Adam Schulman; right?</p> <p>3 A. If it was in May of 2014, then yes.</p> <p>4 Q. What was unfair about the Quaker Oats</p> <p>5 settlement?</p> <p>6 MS. ST. JOHN: Objection to the form. If you</p> <p>7 want to give her an opportunity to look at her</p> <p>8 objection, that's fine.</p> <p>9 THE WITNESS: I don't remember.</p> <p>10 MS. ST. JOHN: She's testified she doesn't</p> <p>11 remember much about it.</p> <p>12 THE WITNESS: I'd have to look through my</p> <p>13 objection again.</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. Well, did you write that, or did somebody</p> <p>16 else write it for you?</p> <p>17 MS. ST. JOHN: Objection to the form.</p> <p>18 THE WITNESS: Again, it was working together</p> <p>19 again. So I mean I could read it and see if something</p> <p>20 is wrong, but I would need help to, you know, edit and</p> <p>21 write it. I mean I didn't do it all by myself.</p> <p>22 BY MR. LEBSOCK:</p> <p>23 Q. Well, what were the issues that you can</p> <p>24 remember that you had with the Quaker Oats settlement?</p> <p>25 MS. ST. JOHN: Objection to the form. If you</p>
<p style="text-align: right;">Page 191</p> <p>1 Q. Did you get paid any amount of money at all</p> <p>2 as a result of the Quaker Oats objection that you</p> <p>3 filed?</p> <p>4 MS. ST. JOHN: Objection to the form.</p> <p>5 THE WITNESS: No.</p> <p>6 BY MR. LEBSOCK:</p> <p>7 Q. Did anybody, to your knowledge, get paid any</p> <p>8 attorneys fees or any other form of compensation as a</p> <p>9 result of the objection in the Quaker Oats settlement?</p> <p>10 A. I don't have any knowledge of that. I only</p> <p>11 filed a pro se objection. I don't know what happened</p> <p>12 on the other end.</p> <p>13 Q. Did you ask Center for Class Action Fairness</p> <p>14 to represent you in the Quaker Oats litigation?</p> <p>15 MS. ST. JOHN: Objection. You just asked</p> <p>16 this.</p> <p>17 MR. LEBSOCK: Did I?</p> <p>18 MS. ST. JOHN: Yeah.</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. What's the answer?</p> <p>21 A. I don't think I did. I don't remember.</p> <p>22 Q. So does it refresh your recollection that you</p> <p>23 filed your objection in the Quaker Oats settlement on</p> <p>24 or around May 21, 2014?</p> <p>25 A. That's possible.</p>	<p style="text-align: right;">Page 193</p> <p>1 want to show her a document to refresh her</p> <p>2 recollection, you can.</p> <p>3 THE WITNESS: Yeah, I'd have to go back and</p> <p>4 look at the objection.</p> <p>5 BY MR. LEBSOCK:</p> <p>6 Q. And you had some help, you said?</p> <p>7 A. Yeah, I did.</p> <p>8 Q. And who was the help?</p> <p>9 MS. ST. JOHN: Objection to the form.</p> <p>10 THE WITNESS: My husband, Adam Schulman,</p> <p>11 helped me with the objection.</p> <p>12 MR. LEBSOCK: So I don't think I've got any</p> <p>13 further questions.</p> <p>14 MR. SHERMAN: I have none.</p> <p>15 MR. DICK: I have no questions.</p> <p>16 MR. LEBSOCK: Does anybody on the phone have</p> <p>17 any questions?</p> <p>18 MS. DILUIGI: No questions.</p> <p>19 MS. ROSE: No questions.</p> <p>20 MS. ST. JOHN: I have a few questions if</p> <p>21 nobody else does.</p> <p>22</p> <p>23 EXAMINATION</p> <p>24 BY MS. ST. JOHN:</p> <p>25 Q. Ms. Yang, when you testified today that some</p>

<p style="text-align: right;">Page 194</p> <p>1 aspect of the settlement is fair or unfair, you were</p> <p>2 not disagreeing with what the law says about fairness</p> <p>3 in a class action context, were you?</p> <p>4 A. No.</p> <p>5 MR. SHERMAN: Objection to form.</p> <p>6 MR. LEBSOCK: Objection.</p> <p>7 BY MS. ST. JOHN:</p> <p>8 Q. And you rely on your attorneys regarding what</p> <p>9 the law, with respect to fairness of class action</p> <p>10 settlements is; is that right?</p> <p>11 MR. LEBSOCK: Objection. Leading.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MS. ST. JOHN:</p> <p>14 Q. When you testified regarding other aspects of</p> <p>15 your objection, were you disagreeing with what the law</p> <p>16 says with respect to those specific issues?</p> <p>17 MR. LEBSOCK: Objection.</p> <p>18 THE WITNESS: No, I'm not disagreeing with</p> <p>19 the law.</p> <p>20 BY MS. ST. JOHN:</p> <p>21 Q. And again, you relied on your attorneys to --</p> <p>22 regarding the legal issues that are raised in your</p> <p>23 objection?</p> <p>24 A. Yes, I --</p> <p>25 MR. SHERMAN: Objection to form.</p>	<p style="text-align: right;">Page 196</p> <p>1 you were a class member?</p> <p>2 MR. LEBSOCK: Objection.</p> <p>3 THE WITNESS: Yes, I did.</p> <p>4 BY MS. ST. JOHN:</p> <p>5 Q. And did that definition include anyone who</p> <p>6 bought a ticket for air travel originating in the U.S.</p> <p>7 to Asia from January 1, 2000 to the effective date --</p> <p>8 I'm sorry. Strike the question. Let me start over.</p> <p>9 And did the class definition include anyone</p> <p>10 who bought a ticket for air travel as defined in the</p> <p>11 class definition from American Airlines?</p> <p>12 MR. LEBSOCK: Objection. And it</p> <p>13 mischaracterizes her earlier testimony.</p> <p>14 THE WITNESS: The -- when I went on-line to</p> <p>15 the on-line claim form, it did have a definition of</p> <p>16 the class members. It did say -- let's see. The</p> <p>17 definition on the website said, "All persons and</p> <p>18 entities that purchased passenger air transportation</p> <p>19 that included at least one segment between the United</p> <p>20 States and Asia or Oceania from defendants or any</p> <p>21 predecessor, subsidiary or affiliate thereof at any</p> <p>22 time between January 1, 2000 and the effective date."</p> <p>23 The on-line website also then just listed a</p> <p>24 list of defendants, which included American Airlines.</p> <p>25 Relying on that, I assumed -- I assumed I was a class</p>
<p style="text-align: right;">Page 195</p> <p>1 MR. LEBSOCK: Same objection.</p> <p>2 BY MS. ST. JOHN:</p> <p>3 Q. And you agreed with the objection that you</p> <p>4 filed in the present action?</p> <p>5 MR. SHERMAN: Objection to form.</p> <p>6 MR. LEBSOCK: Same objection.</p> <p>7 THE WITNESS: Yes, I agree to the content of</p> <p>8 the objection.</p> <p>9 BY MS. ST. JOHN:</p> <p>10 Q. And it represents your objections to the</p> <p>11 settlements in this action?</p> <p>12 MR. LEBSOCK: Objection.</p> <p>13 THE WITNESS: Yes, they represent my</p> <p>14 objections to the settlement. I agree with the</p> <p>15 statements in the objection.</p> <p>16 BY MS. ST. JOHN:</p> <p>17 Q. When you filed your claim to the settlements</p> <p>18 in this action, you went on the airline settlement</p> <p>19 website; is that right?</p> <p>20 A. Yes.</p> <p>21 MR. SHERMAN: Objection.</p> <p>22 MR. LEBSOCK: Objection.</p> <p>23 BY MS. ST. JOHN:</p> <p>24 Q. And did you review the class definition on</p> <p>25 the claim form of that website to determine whether</p>	<p style="text-align: right;">Page 197</p> <p>1 member.</p> <p>2 BY MS. ST. JOHN:</p> <p>3 Q. And -- I just want to make sure we have the</p> <p>4 record clear here. So why don't we go to the airline</p> <p>5 website now to make sure you have an accurate</p> <p>6 understanding of what you reviewed. Okay. Do you</p> <p>7 agree that you're on the airline settlement website</p> <p>8 that you went to to file your claim form?</p> <p>9 A. Yes.</p> <p>10 MR. SHERMAN: I'm going to object to the form</p> <p>11 and to the use of the device that none of the rest of</p> <p>12 us can see.</p> <p>13 MR. LEBSOCK: Right.</p> <p>14 MR. SHERMAN: I have no idea what you're</p> <p>15 giving her. So...</p> <p>16 (Pause in proceedings.)</p> <p>17 MS. ST. JOHN: I guess I --</p> <p>18 MR. LEBSOCK: I join that objection just in</p> <p>19 case that wasn't clear.</p> <p>20 MR. DICK: Can you tell us what the website</p> <p>21 address is.</p> <p>22 MS. ST. JOHN: Yes.</p> <p>23 Q. What was the website address you went to to</p> <p>24 file your claim form?</p> <p>25 A. I don't have it off the top of my head. But</p>

<p style="text-align: right;">Page 198</p> <p>1 I believe it's airline settlement -- oh, wait. I have 2 a copy, I think, of my settlement -- 3 MS. ST. JOHN: Why don't I introduce this as 4 Exhibit 6. This is Exhibit 4 to Amy Yang's 5 declaration filed in this action on April 17, 2015. 6 And this is your on-line claim form. Let's 7 give it -- let's have her mark it as Exhibit 6. 8 MR. DICK: Do you have other copies of that? 9 MS. ST. JOHN: I do. 10 (Deposition Exhibit 6 was marked for 11 identification.) 12 BY MS. ST. JOHN: 13 Q. Having reviewed this document, does this 14 refresh your recollection about the website address at 15 which you filed your on-line claim form in this 16 action? 17 A. Yes, it does. I was given the website 18 AIRLINESETTLEMENT.COM. When I went onto the site, it 19 lists a bunch of defendants. It says you're a class 20 member if you took -- again, the definition I provided 21 before, we traveled on those defendants' airlines. 22 And then I believe in the frequently asked questions 23 section it says -- it lists the defendants again. It 24 says you're a class member if you purchased airlines 25 through any of those defendants. And American</p>	<p style="text-align: right;">Page 200</p> <p>1 MR. SHERMAN: Object to the form. 2 MR. LEBSOCK: Objection. 3 REPORTER MARTIN: I'm sorry. I need your 4 answer. 5 THE WITNESS: Oh, yes. 6 BY MS. ST. JOHN: 7 Q. Earlier, there was testimony looking at the 8 settlement agreements for Cathay Pacific, Thai Airways 9 and Qantas Airways, and class counsel suggested that 10 the definition of defendants does not include American 11 Airlines. Assuming that's correct, based on the 12 description of the class that you reviewed on the 13 on-line website, do you believe that it was misleading 14 to suggest that American Airlines is a defendant? Do 15 you believe that the notice was misleading? 16 MR. LEBSOCK: Objection. 17 THE WITNESS: From the website, it seems that 18 the defendants are listed all in bulk, and that if you 19 purchased a ticket on any of those defendants that you 20 are a member of the class. The documents -- the 21 settlement agreements that -- that were reviewed for, 22 I guess, like -- 23 BY MS. ST. JOHN: 24 Q. Cathay Pacific, Thai Airways and Qantas 25 Airways.</p>
<p style="text-align: right;">Page 199</p> <p>1 Airlines was one of the defendants. 2 Q. Now, are you certain that the term 3 "defendants" was used or could it have been another 4 term, just co-conspirator, alleged conspirator? 5 MR. SHERMAN: Objection. Objection. Come 6 on. Just so the record is clear, there was a little 7 leading going on, nonverbal cueing going on there. 8 MS. ST. JOHN: There was no nonverbal cueing. 9 Q. But you're certain that American Airlines was 10 listed as an airline on which travel purchase created 11 class membership; is that correct? 12 MR. SHERMAN: Object to the form. 13 MR. LEBSOCK: Objection. 14 THE WITNESS: Yes, I'm sure that American 15 Airlines is one of the defendants. 16 BY MS. ST. JOHN: 17 Q. And you've listed American Airlines as the 18 airline from which you purchased your air travel on 19 your claim form to form the basis of your claim? 20 A. Yes. 21 Q. And on that basis, you believed you are a 22 class member? 23 A. Yes. 24 Q. And continue to assert that you are a class 25 member in this action?</p>	<p style="text-align: right;">Page 201</p> <p>1 A. Those three, they were listed, I think, on 2 the frequently asked questions site. They said, 3 "settlements," and they listed several settlements. 4 And then it said you're a member if you bought tickets 5 on any of these defendants. So there wasn't anything 6 that specified that you were only a member for some or 7 not. It was either you're a class member or you're 8 not. 9 So from reading the website, from the 10 frequently asked questions and the on-line claim form, 11 I made the assessment that I'm a class member. 12 Q. And if it's in fact true, as co-counsel 13 suggests, that airline travel purchased from American 14 Airlines does not create class membership for someone, 15 do you believe the definition provided on the class 16 form is misleading? 17 MR. LEBSOCK: Objection. 18 THE WITNESS: I think it's -- yeah. I think 19 it's confusing, and it didn't specify that you had to 20 be a specific airline to object to certain ones. And 21 so it wasn't clear what the class -- if you were a 22 class member for -- it made it seem that you were a 23 class member for all of them. So, again, yeah, if the 24 website was confusing on that -- I could still be a 25 member of these. I don't know, again, as I said</p>

<p style="text-align: right;">Page 202</p> <p>1 earlier.</p> <p>2 BY MS. ST. JOHN:</p> <p>3 Q. And you're standing by the objection filed on</p> <p>4 your behalf on April 17, 2015?</p> <p>5 MR. SHERMAN: Object to the form.</p> <p>6 MR. LEBSOCK: Objection.</p> <p>7 THE WITNESS: Yes. I still agree with the</p> <p>8 objections filed.</p> <p>9 MS. ST. JOHN: I have no further questions.</p> <p>10 MR. LEBSOCK: Well, I have questions now.</p> <p>11 Let's mark as, what, 7?</p> <p>12 MS. ST. JOHN: 7.</p> <p>13 (Deposition Exhibit 7 was marked for</p> <p>14 identification.)</p> <p>15</p> <p>16 FURTHER EXAMINATION</p> <p>17 BY MR. LEBSOCK:</p> <p>18 Q. Ms. Yang, before you look at 7, you are</p> <p>19 trained -- you went to law school; correct?</p> <p>20 A. I did.</p> <p>21 Q. You graduated from law school?</p> <p>22 A. Uh-huh.</p> <p>23 Q. You took the -- at least portions of the</p> <p>24 New York Bar; correct?</p> <p>25 MS. ST. JOHN: Objection to the form.</p>	<p style="text-align: right;">Page 204</p> <p>1 THE WITNESS: Okay.</p> <p>2 BY MR. LEBSOCK:</p> <p>3 Q. In B, can you take a look at Section B, class</p> <p>4 definition down at the bottom of the first page.</p> <p>5 A. Yes.</p> <p>6 Q. And it says there, does it not, "You are</p> <p>7 included in one or more of the settlement classes" --</p> <p>8 A. Uh-huh.</p> <p>9 Q. -- "if you purchased," and then it goes on to</p> <p>10 list a bunch of airlines; correct?</p> <p>11 A. Yeah.</p> <p>12 Q. That does not say that you are a member of</p> <p>13 every class, does it?</p> <p>14 MS. ST. JOHN: Objection to the form.</p> <p>15 THE WITNESS: It just says that you're a</p> <p>16 member -- sorry. It speaks for itself. It says, "You</p> <p>17 are included in one or more of the settlement classes</p> <p>18 if you bought," and then --</p> <p>19 BY MR. LEBSOCK:</p> <p>20 Q. Right. And then it goes on to list the</p> <p>21 various settlement classes on the next page, does it</p> <p>22 not?</p> <p>23 A. It lists that they're one, two, three, four,</p> <p>24 five -- five settlement classes, it seems.</p> <p>25 Q. Well, actually, I guess if you're going to</p>
<p style="text-align: right;">Page 203</p> <p>1 THE WITNESS: I don't think it's portions. I</p> <p>2 took the New York Bar.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. You took the New York Bar. Okay.</p> <p>5 A. I don't think portions.</p> <p>6 Q. You can read the English language, can't you?</p> <p>7 MS. ST. JOHN: Objection to the form.</p> <p>8 THE WITNESS: Yes.</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. And being trained as in the legal profession,</p> <p>11 at least going to law school, you read with care and</p> <p>12 precision, do you not?</p> <p>13 MS. ST. JOHN: Objection to the form.</p> <p>14 THE WITNESS: I don't know what that means.</p> <p>15 I read a form like other people. I don't think that</p> <p>16 the legal profession necessarily makes you read forms</p> <p>17 necessarily more -- better than someone else. Maybe a</p> <p>18 doctor would also read forms -- I don't know.</p> <p>19 MR. LEBSOCK: Let me represent to you that</p> <p>20 what's been marked as Exhibit 7, and what you are</p> <p>21 handling, is a copy of the Transpacific air</p> <p>22 transportation settlement claim form that you filed in</p> <p>23 this litigation. Would you please take a look at it</p> <p>24 for me.</p> <p>25 (The witness reviewed Exhibit 7.)</p>	<p style="text-align: right;">Page 205</p> <p>1 lump Air France, Singapore, Vietnam as one?</p> <p>2 A. Oh. Those are the separate ones.</p> <p>3 Q. Right. And Cathay Pacific and Quantas?</p> <p>4 A. Well, that's confusing.</p> <p>5 Q. That's confusing to you? You can read the</p> <p>6 words under them, can't you?</p> <p>7 A. I see that, but it has a slash. So if that</p> <p>8 counts as one or not, I don't know for the class</p> <p>9 settlement class if that's just one.</p> <p>10 Q. Did you read these when you filed your</p> <p>11 objection?</p> <p>12 MS. ST. JOHN: Objection to the form.</p> <p>13 THE WITNESS: I looked through this.</p> <p>14 BY MR. LEBSOCK:</p> <p>15 Q. All right. Did you look at the section that</p> <p>16 says, "defendants" and specifies who the defendants</p> <p>17 are and who the co-conspirators are right underneath</p> <p>18 that? Did you look at that?</p> <p>19 A. I don't recall --</p> <p>20 Q. You didn't do that, hmm?</p> <p>21 MS. ST. JOHN: Objection to form.</p> <p>22 THE WITNESS: I probably looked at it.</p> <p>23 BY MR. LEBSOCK:</p> <p>24 Q. You probably looked at it. And based on</p> <p>25 reading this, and the care that you would naturally</p>

<p style="text-align: right;">Page 206</p> <p>1 take as a trained legal professional, you would be 2 able to determine very simply, wouldn't you, that you 3 were not part of the Cathay Pacific Airways and 4 Qantas settlement class because there is no 5 co-conspirator language in there? 6 MS. ST. JOHN: Objection to the form. It 7 calls for a legal conclusion. She hasn't seen -- 8 A. I haven't seen this since February. I don't 9 know. 10 Q. Well, as you sit here today, you can see it, 11 can't you? I mean didn't you just testify that this 12 was confusing to you? 13 MS. ST. JOHN: Objection to the form. 14 THE WITNESS: I mean I don't know if I -- 15 again, this doesn't -- 16 BY MR. LEBSOCK: 17 Q. What's confusing here? With the Cathay 18 Pacific, Qantas settlement class, do you see the 19 words "co-conspirator" anywhere in that definition? 20 A. I mean it says, "Defendants or any 21 predecessor, subsidiary, or affiliate thereof." 22 Q. Are you telling me that American Airlines 23 qualifies as a predecessor, subsidiary, or affiliate 24 of Cathay Pacific or Qantas? 25 MS. ST. JOHN: Objection to the form and the</p>	<p style="text-align: right;">Page 208</p> <p>1 Isn't that right? 2 MS. ST. JOHN: Objection to the form. 3 Mischaracterizes her testimony. 4 BY MR. LEBSOCK: 5 Q. And my question is -- I mean isn't that 6 right? 7 MS. ST. JOHN: Objection to the form. 8 Mischaracterizes her testimony. 9 THE WITNESS: I have provided evidence of my 10 trips through American Airlines. 11 BY MR. LEBSOCK: 12 Q. Right. And so where in any of the language 13 that's here, are you confused about whether you are a 14 member -- and I'm just using Cathay Pacific and 15 Qantas as an example, but how is it that you could be 16 confused about whether you're part of that settlement 17 class? 18 MS. ST. JOHN: Objection to the form. Asked 19 and answered. She's told you. 20 THE WITNESS: I'm sure this is not the 21 full -- you know, this is what it says in the 22 settlement classes. There are more information that 23 defines certain terms that are in the, for instance, 24 settlement. So I can't make a legal, whatever, 25 assessment right now without knowing what affiliate</p>
<p style="text-align: right;">Page 207</p> <p>1 tone. 2 THE WITNESS: Again, I don't know. This 3 says, "defendants," and then it has a whole list of 4 defendants. So it seems that you could be a Cathay 5 Pacific defendant if you bought on Air France. It 6 doesn't clarify here on what this is. So, again, I 7 don't have the legal -- I can't legally say what I 8 did. 9 BY MR. LEBSOCK: 10 Q. Ma'am, you purchased on American Airlines; 11 right? Isn't that your testimony? 12 MS. ST. JOHN: Objection to the form. 13 THE WITNESS: Yes, I did buy on American 14 Airlines. 15 BY MR. LEBSOCK: 16 Q. And your objections are based on your 17 American Airlines purchases, the three of them that we 18 talked about earlier today; right? 19 MS. ST. JOHN: Objection to the form. 20 Mischaracterizes her testimony. 21 BY MR. LEBSOCK: 22 Q. I mean that's the evidence that you provided. 23 That's the submission you made to the settlement 24 administrator. That's the basis of the objections 25 that are written down and filed with this court.</p>	<p style="text-align: right;">Page 209</p> <p>1 is. Affiliate could mean co-conspirator, and then I 2 would be a class member. But I don't know. I haven't 3 looked through it all. 4 BY MR. LEBSOCK: 5 Q. The word co-conspirator is defined here, and 6 the first named co-conspirator is American Airlines. 7 A. It's not defined. It only says that these 8 are co-conspirators. It doesn't say co-conspirator is 9 not an affiliate, subsidiary, or predecessor of the 10 named defendants. It doesn't say that. 11 Q. If that's what you're relying on, then I want 12 to ask you, do you have any basis to say that American 13 Airlines is a predecessor, subsidiary, or affiliate of 14 any Cathay Pacific or Qantas? I want to know if you 15 have any basis in fact to make that argument? 16 MS. ST. JOHN: Objection. 17 THE WITNESS: I don't know. 18 MS. ST. JOHN: Calls for a legal conclusion. 19 Affiliate is a legal word used in a legal context. 20 You're asking her for a legal conclusion. 21 THE WITNESS: I don't know. 22 MS. ST. JOHN: You're harassing her at this 23 point. You've already asked this question. 24 BY MR. LEBSOCK: 25 Q. As you sit here today, are you maintaining</p>

<p style="text-align: right;">Page 210</p> <p>1 that you were a member of the Cathay Pacific, the</p> <p>2 Quantas and the Thai Airways settlement class? After</p> <p>3 everything that you've been shown today, are you</p> <p>4 maintaining that you're a member of those classes?</p> <p>5 MS. ST. JOHN: Objection to the form. Calls</p> <p>6 for a legal conclusion.</p> <p>7 THE WITNESS: I don't know if I'm a member.</p> <p>8 So I don't want to make a guess to that.</p> <p>9 BY MR. LEBSOCK:</p> <p>10 Q. Well, we have a date to go and see the judge,</p> <p>11 and you've made some objections. And I need to know</p> <p>12 whether you are standing on those objections as to the</p> <p>13 Cathay Pacific, the Quantas and the Thai Airways</p> <p>14 settlement agreements. So when am I going to know</p> <p>15 that?</p> <p>16 MS. ST. JOHN: Objection to the form.</p> <p>17 Objection. It calls for a legal conclusion.</p> <p>18 Objection. You're badgering the witness.</p> <p>19 THE WITNESS: So the question is whether I'm</p> <p>20 a class member. I don't know. That's a legal</p> <p>21 question. So I'd have to go through and see if I'm a</p> <p>22 class member.</p> <p>23 BY MR. LEBSOCK:</p> <p>24 Q. Do you think the quality of the</p> <p>25 representation that you've received has been</p>	<p style="text-align: right;">Page 212</p> <p>1 badgering the witness.</p> <p>2 THE WITNESS: I mean that's not the reason</p> <p>3 I'm objecting. I'm objecting because there's issues</p> <p>4 with the settlement that make it unfair. I can only</p> <p>5 speculate to why there are no other objectors. Like I</p> <p>6 said, I think it's also because many people were never</p> <p>7 notified of this settlement. Because this is a huge</p> <p>8 class, and I don't think most people knew about this,</p> <p>9 and certainly, future purchasers do not know about</p> <p>10 this.</p> <p>11 MR. LEBSOCK: I have no further questions.</p> <p>12 MR. DICK: No questions.</p> <p>13 MR. LEBSOCK: Did you get on the record that</p> <p>14 Adam Schulman is here today?</p> <p>15 REPORTER MARTIN: Yes.</p> <p>16 THE VIDEOGRAPHER: This is Media 3 in the</p> <p>17 videotaped deposition of Amy Yang. This concludes</p> <p>18 today's deposition at 14:53.</p> <p>19 (Witness excused.)</p> <p>20 (Deposition concluded at 2:54 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 211</p> <p>1 adequate --</p> <p>2 MS. ST. JOHN: Objection to the form.</p> <p>3 BY MR. LEBSOCK:</p> <p>4 Q. -- in your judgment?</p> <p>5 MS. ST. JOHN: Objection. Argumentative.</p> <p>6 THE WITNESS: The representation? I think</p> <p>7 it's adequate.</p> <p>8 BY MR. LEBSOCK:</p> <p>9 Q. You think it's adequate, hmm? Do you realize</p> <p>10 that you're the only person that has made an objection</p> <p>11 in this case?</p> <p>12 MS. ST. JOHN: Objection to the form.</p> <p>13 THE WITNESS: I've heard that I'm the only</p> <p>14 person, but again, one of my objections is notice. So</p> <p>15 I actually personally know of many people that are --</p> <p>16 are class members that were not notified. So I mean</p> <p>17 that could be the reason that I'm the only one.</p> <p>18 BY MR. LEBSOCK:</p> <p>19 Q. Do you think that's the reason you're the</p> <p>20 only one, or does it -- or is it that you're married</p> <p>21 to Adam Schulman and he works at the Center for Class</p> <p>22 Action Fairness and they agreed to represent you</p> <p>23 without any compensation, or do you think that's the</p> <p>24 reason that you're objecting?</p> <p>25 MS. ST. JOHN: Argumentative. You're</p>	<p style="text-align: right;">Page 213</p> <p>1 CERTIFICATE</p> <p>2 I do hereby certify that the aforesaid</p> <p>3 testimony was taken before me, pursuant to</p> <p>4 notice, at the time and place indicated; that</p> <p>5 said deponent was by me duly sworn to tell</p> <p>6 the truth, the whole truth, and nothing but</p> <p>7 the truth; that the testimony of said</p> <p>8 deponent was correctly recorded in machine</p> <p>9 shorthand by me and thereafter transcribed</p> <p>10 under my supervision with computer-aided</p> <p>11 transcription; that the deposition is a true</p> <p>12 and correct record of the testimony given by</p> <p>13 the witness; and that I am neither of counsel</p> <p>14 nor kin to any party in said action, nor</p> <p>15 interested in the outcome thereof.</p> <p>16</p> <p>17  Nancy J. Martin, RMR, CSR</p> <p>18</p> <p>19 Dated: May 4, 2015</p> <p>20</p> <p>21 (The foregoing certification of this transcript does</p> <p>22 not apply to any reproduction of the same by any</p> <p>23 means, unless under the direct control and/or</p> <p>24 supervision of the certifying shorthand reporter.)</p> <p>25</p>

54 (Pages 210 - 213)

<p style="text-align: right;">Page 214</p> <p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it. You are signing same subject to the</p> <p>9 changes you have noted on the errata sheet, which will</p> <p>10 be attached to your deposition. It is imperative that</p> <p>11 you return the original errata sheet to the deposing</p> <p>12 attorney within thirty (30) days of receipt of the</p> <p>13 deposition transcript by you. If you fail to do so,</p> <p>14 the deposition transcript may be deemed to be accurate</p> <p>15 and may be used in court.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 216</p> <p>1 ERRATA SHEET</p> <p>2 IN RE: TRANSPACIFIC PASSENGER AIR TRANSPORTATION</p> <p>3 ANTITRUST LITIGATION</p> <p>4 DATE: 5/1/15</p> <p>5 PAGE LINE CORRECTION AND REASON</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 (DATE) AMY YANG</p>
<p style="text-align: right;">Page 215</p> <p>1 ACKNOWLEDGMENT OF DEPONENT</p> <p>2</p> <p>3 I hereby declare under penalty of perjury</p> <p>4 that I have read the foregoing transcript of my</p> <p>5 deposition and except for any corrections or changes</p> <p>6 noted on the errata sheet, I hereby subscribe to the</p> <p>7 transcript as an accurate record of the statements</p> <p>8 made by me.</p> <p>9</p> <p>10</p> <p>11 _____</p> <p>12 AMY YANG</p> <p>13</p> <p>14 _____</p> <p>15 DATE</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	

Exhibit 12

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Co-Lead Counsel for the Direct Purchaser Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

Master File No. M 07-1827 SI

MDL No. 1827

This Document Relates To:

ALL DIRECT PURCHASER ACTIONS

**[PROPOSED] ORDER GRANTING DIRECT
PURCHASER CLASS PLAINTIFFS'
MOTION FOR THE ADVANCEMENT OF
LITIGATION EXPENSES FROM
SETTLEMENT FUNDS**

Date: February 17, 2011
Time: 4:00 p.m.
Ctmm: 10, 19th Floor
The Honorable Susan Illston

On December 27, 2010, the Class Counsel for Direct Purchaser Plaintiffs ("Class Counsel") filed a Motion for the Advancement of Litigation Expenses from Settlement Funds. Upon consideration of the Motion, all related filings, and the statements of counsel and the parties, the Court finds that the motion should be GRANTED. The Court finds that:

1. All parties and class members were given adequate notice of the timing and amount of this request for advanced litigation expenses, and have had opportunity to comment on

1 or to oppose the Motion.

2 2. The advanced litigation funds will benefit direct purchaser class members
3 by assisting Class Counsel to prosecute this case effectively.

4 3. The Court has granted final approval to the direct purchaser class plaintiffs'
5 settlements with Chunghwa Picture Tubes, Ltd., Epson Imaging Devices Corporation, and Epson
6 Electronics America, Inc.

7 4. A settlement fund of \$17,000,000 has been established from these
8 settlements and is held in an interest-bearing escrow account.

9 5. Under Federal Rules of Civil Procedure 23(h) and 54(d), costs reasonably
10 and necessarily incurred by class counsel for the effective prosecution of a case may be
11 reimbursed from settlement funds. For the same reason, a Court may order that money for future
12 litigation expenses, reasonably and necessarily incurred on behalf of a class, be advanced from
13 settlement funds negotiated on behalf of the class. *See Boeing Co. v. Van Gemert*, 444 U.S. 472,
14 478 (1980) (endorsing the common-fund doctrine).

15 NOW, THEREFORE, IT IS ORDERED THAT:

16 A. Class counsel shall be advanced \$3,000,000.00 to be used exclusively for
17 future litigation expenses incurred by Class Counsel on behalf of direct purchaser class plaintiffs
18 ("plaintiffs") in this case.

19 B. This advancement of funds shall be set aside from the \$17,000,000
20 Settlement Fund. Class Counsel may withdraw money in small amounts, from time to time, in
21 their discretion, to pay expenses incurred as they prepare for and try this case. Any excess funds
22 advanced to Class Counsel and not used will remain in the Settlement Fund.

23 C. Upon final resolution of this case or upon Class Counsel's request for
24 reimbursement of expenses (whichever occurs first), any excess funds advanced to Class Counsel
25 but not expended on litigation expenses on behalf of direct purchaser class plaintiffs shall remain
26 in the Settlement Fund.

1 D. Upon request of the Court, Class Counsel shall fully account to the Court
2 *in camera* for all litigation expenses incurred and paid, as frequently and with as much detail as
3 the Court shall require.

4 For Good Cause Showing, IT IS SO ORDERED.

5 Dated: 2/17/11


HON. SUSAN ILLSTON
UNITED STATES DISTRICT JUDGE

Exhibit 13

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7 *Interim Lead Counsel for the*
8 *Direct Purchaser Plaintiffs Class*

9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13
14 **In re: CATHODE RAY TUBE (CRT)**
15 **ANTITRUST LITIGATION**

16 This Document Relates to:

17 **ALL DIRECT PURCHASER ACTIONS**

Case No. 07-5944 SC

MDL No. 1917

**~~PROPOSED~~ ORDER APPROVING
PAYMENT OF EXPENSES FROM
SETTLEMENT FUND**

1 WHEREAS, the Settlement Agreement between Direct Purchaser Plaintiffs and
 2 Chunghwa Picture Tubes, Ltd. provides that "...class counsel may submit an application or
 3 applications to the Court for distribution after settlement becomes final to them from the
 4 settlement fund and Chunghwa shall not oppose such application for ... (ii) reimbursement of
 5 expenses and costs incurred, or to be incurred, in connection with prosecuting the Action";

6 WHEREAS, the Order Granting Final Approval of Class Action Settlements with CPT
 7 and Philips has become final; and

8 WHEREAS, Direct Purchaser Plaintiffs have submitted an application to the Court for
 9 distribution from the settlement fund;

10 IT IS HEREBY ORDERED that:

11 Interim Lead Counsel for the Direct Purchaser Plaintiffs may withdraw, in
 12 addition to the \$500,000 previously authorized, up to \$2 million from the
 13 Chunghwa Settlement Fund Escrow Account to pay expenses incurred or to be
 14 incurred in this litigation. The balance of the settlement fund shall remain in the
 15 escrow account, to be distributed upon further Court Order. Direct Purchaser
 16 Plaintiffs' Interim Lead Counsel shall provide the Court with an accounting of all
 17 expenses paid.

18
 19 **IT IS SO RECOMMENDED.**

20 Dated: July 29, 2013

Charles A. Legge
 Hon. Charles A. Legge
 Special Master

22 **IT IS SO ORDERED UPON THE RECOMMENDATION OF THE SPECIAL MASTER.**

23 Dated: August 6, 2013

Samuel Conti
 Hon. Samuel Conti
 United States District Judge

Exhibit 14

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE DYNAMIC RANDOM ACCESS
MEMORY (DRAM) ANTITRUST
LITIGATION

Master File No. M-02-1486 PJH (JCS)

MDL No. 1486

**[PROPOSED] ORDER
AUTHORIZING CLASS COUNSEL
TO WITHDRAW SETTLEMENT
FUNDS FOR LITIGATION
EXPENSES**

This Document Relates to:

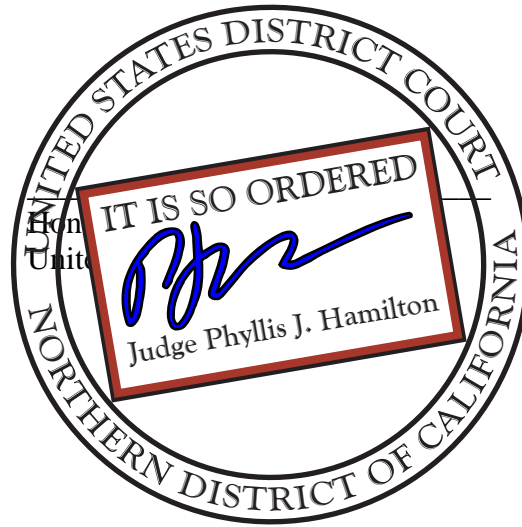
ALL DIRECT PURCHASER ACTIONS

Pursuant to the Petition of Class Counsel For The Advancement of Litigation Expenses From Settlement Funds submitted to the Court, and the Courts having reviewed Class Counsel's submission,

IT IS HEREBY ORDERED that Union Bank of California, as escrow agent, is hereby authorized to disburse the sum of \$1,000,000.00 from the Samsung Settlement Fund and \$1,000,000.00 from the Hynix Settlement Fund for advancement of litigation expenses of Class Counsel, said sum to be disbursed at the direction of Co-lead Counsel, Guido Saveri, Anthony D. Shapiro and Fred T. Isquith. Said Counsel shall report to the Court, in such manner as the Court shall direct, with respect to monies withdrawn from the fund and expended.

IT IS SO ORDERED.

Dated: February 14, 2007



Ram.675

EXHIBIT 15

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE QUAKER OATS LABELING
LITIGATION

No. C 10-0502 RS

**ORDER RE FINAL SETTLEMENT
APPROVAL AND ATTORNEY FEE
AWARD, GRANTING MOTION TO
STRIKE, AND DENYING MOTION
TO SEAL**

1. Concurrently with the filing of this order, plaintiffs’ proposed orders granting the motion for final settlement approval and the motion for attorney fees and incentive awards are being entered for the reasons stated therein, the reasons discussed on the record when the motions were heard, and for the additional reasons stated herein.

2. The objections filed by Robert Chacanaca and Amy X. Yang present no sufficient grounds for rejecting the settlement agreement. While at first blush, some of the “warning signs” discussed in *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935 (9th Cir. 2011) might appear to be present here, the parties have adequately established that the settlement, including the provisions regarding attorney fees, are reasonable, fair, and not the product of collusion, or any disregard for the interests of the class. *Bluetooth* teaches that a district court “must ensure that both the amount and mode of payment of attorneys’ fees are fair, regardless of whether the attorneys’ fees come from a common fund or are otherwise paid.”) 654 F. 3d at 949.

Nevertheless, the facts here establish that the fee award in no sense can be seen as diminishing the cash available to the class, as it would in a prototypical “common fund” case. First, the fee award is based on statute, not a common fund theory. Moreover, were some portion of the amount defendant was willing to pay in fees instead awarded to the members of the class, it would could not be economically distributed, and thus would at most benefit the class indirectly, through a *cy pres* recipient. Finally, the fees requested are relatively modest, and do not reflect the type of contingency fee “windfall” that sometimes results when fees are calculated as a percentage of a large cash recovery. Thus, the facts here support no inference of impropriety that would warrant rejecting either the settlement agreement or the requested fees. In essence, the objections reduce to a complaint that a fee award is improper in the absence of a cash recovery by class members, or that more favorable settlement terms might have been obtainable. The parties have shown, however, that a settlement providing only injunctive relief is appropriate here given the value of that relief and the limited possibility of recovering damages and distributing them in an economically-feasible manner. There is no basis to deny fees merely because the relief to the class is injunctive. Arguments that the relief should have been tailored differently, or could have been more robust, are misdirected. “Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

3. The parties’ joint motion to strike the objection of Gretha Wilkerson as untimely is granted. As that objection did little more than state the requirement that fee applications be given careful scrutiny, and join in other objections, striking it does not preclude consideration of the points referred to therein. As discussed at the hearing, and above, those points have been taken into account, and do not warrant rejection of the settlement agreement.

4. The sealing motion is denied. Contrary to plaintiffs’ assertion, this is not a “non-dispositive” motion to which a lower standard for sealing arguably applies. Plaintiffs offer no basis upon which it would be appropriate to preclude potential class members from access to any and all materials offered in support of settlement approval and the fee application. That said, the material sought to be sealed were not critical to analysis of the fee motion, and have been disregarded.

1 Accordingly, no requirement will be imposed to file the materials in the public record. Those
2 materials are simply not part of the record upon which the fee award is based.

3
4 IT IS SO ORDERED.

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7 Dated: 7/29/14

8 
9 RICHARD SEEBORG
10 UNITED STATES DISTRICT JUDGE
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15 *Interim Co-Lead Counsel for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **SAN FRANCISCO DIVISION**

19 **IN RE TRANSPACIFIC PASSENGER**
20 **AIR TRANSPORTATION**
21 **ANTITRUST LITIGATION**

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

22 **This Document Relates To:**
23 **All Actions**

DECLARATION OF SHANNON R.
WHEATMAN, PH.D. IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL

1 I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:

2 1. I am president of Kinsella Media, LLC ("KM"), an advertising and notification
3 firm in Washington, D.C. specializing in the design and implementation of class action and
4 bankruptcy notification programs. My business address is 2001 Pennsylvania Avenue NW,
5 Suite 300, Washington, D.C. 20006. My telephone number is (202) 686-4111.

6 2. KM was retained by Class Counsel to design Notices and a Notice Plan
7 (collectively, the "Notice Program") to inform potential Class Members about their rights
8 under the proposed Settlements in the above referenced matter. In the "Declaration of
9 Shannon R. Wheatman, Ph.D. In Support of Plaintiffs' Motion for Approval of Notice
10 Program, Notice Forms and Plan of Allocation" dated October 10, 2014 and submitted along
11 with my C.V., I detailed my class action notice experience, my leadership in the form and
12 content of class action notice, and my publications on notice and due process. I also provided
13 my educational and professional experience relating to class actions and my ability to render
14 opinions on the overall adequacy of notice programs. In the "Supplemental Declaration of
15 Shannon R. Wheatman, Ph.D. on Revised Notice Program" dated February 27, 2015, I detailed
16 changes to the Notice Program that resulted from a number of international publishers
17 rejecting the Notice and US Asian newspapers going out of business.

18 3. This report details the Notice activities that were undertaken in connection with
19 the Notice Program and provides proofs of performance.

20 SUMMARY OF CONCLUSIONS

21 4. The Court-approved Notice Program, designed and implemented for the
22 Settlements, achieved each of the planned objectives:

23 a. Because passenger mailing lists are not reasonably available from the
24 Defendants, it was reasonable and appropriate to reach Class Members through the use
25 of paid media, earned media, and an informational website.

26 b. The Notice Program, as implemented, reached approximately 80.3% of
27 the target audience in the US that was most likely to contain Class Members.

28 c. The Court-approved Notices were noticeable, clear, simple, substantive,

1 and informative. No significant or required information was missing.

2 5. In my view, the Notice Program represents the best notice practicable and
3 satisfies the requirements of due process and Rule 23.

4 6. The details of the Notice Program and the basis for my opinion on its adequacy,
5 as well as on the adequacy of the Notice Program as implemented, are outlined below.

6 NOTICE PROGRAM SUMMARY

7 *Paid Media*

8 7. To effectively reach Class Members, KM implemented a paid media program
9 that includes publication in the US and 14 other countries.

10 8. Given the geographic distribution of the Classes, KM placed the countries in
11 which the majority of Class Members are located into three tiers for purposes of media focus:

12 a. Tier 1: Notice Program reached at least 80.3% of potential Class
13 Members in the US.

14 b. Tier 2: Notice Program reached at least 70% of potential Class Members
15 in Japan.

16 c. Tier 3: Paid media in 13 countries and 17 cities that have over 100,000
17 flight itineraries included in the Settlements.

18 *Tier 1 - US Media*

19 9. To effectively reach the Classes, the broad-based Notice Program included
20 consumer magazines, a newspaper supplement, newspapers, and Internet ad networks.

21 10. The Publication Notice appeared in *Parade* with an estimated circulation of
22 22,000,000.

23 11. After the Court preliminarily approved the Notice Program, KM was informed
24 by *Parade* that their estimated circulation decreased from 32 million to 22 million. This
25 reduced circulation decreased the overall reach to Class Members by less than .5%. To offset
26
27
28

1 the slight decrease in *Parade's* reach, KM added 17 million additional gross impressions¹ to
 2 online media. This online substitution did not affect the overall effectiveness or reach of the
 3 Notice Program approved by the Court.

4 12. The Publication Notice also appeared in the following consumer magazines:
 5 *National Geographic*, *People*, and *Time*, with a total estimated circulation of 9,675,000.

6 13. KM published notice in 36 US Asian newspapers in Japanese, Chinese, and
 7 English.

8 14. All print advertising carried a toll-free number and website address for potential
 9 Class Members to request or access the Long Form Notice.

10 15. KM believes incorporating Internet advertising into the Notice Program for
 11 purposes of providing potential Class Members with additional opportunities to see the Notice
 12 beyond the print program is important. That is why the Notice Program included a robust
 13 Internet advertising component.

14 16. Internet banner advertisements appeared on a rotating basis on
 15 Advertising.com, Facebook.com, Specific Media, and Xaxis, delivering a total of 338,106,469
 16 gross impressions.

17 17. Attached as **Exhibit 1** is a true and correct copy of the banner ad and examples
 18 of how it appeared on several websites.

19 18. For the purpose of evaluating the strength and efficiency of the media, the
 20 national consumer magazines, newspaper supplement, and Internet were measured against the
 21 target audience to establish the estimated *reach*² of the media program and the estimated
 22
 23
 24

25
 26 ¹ Gross impressions are the total number of times a media vehicle containing the Notice is seen. This is a
 27 duplicated figure, as some viewers/readers will see several media vehicles (e.g., TV, Internet, magazine,
 28 newspaper supplement) that contain the Notice.

² Reach is the estimated number of different people exposed to a specific vehicle or combination of vehicles.
 It can be expressed as a whole number or percentage of the total population.

1 *frequency*³ of exposure to the media vehicles. An estimated 80.3% of US Foreign Travelers
2 were reached with an average estimated frequency of 2.6 times.⁴

3 19. An Implementation Report for the Notice Program is attached as **Exhibit 2** and
4 confirms that the paid media aspects of the Notice Program were implemented.⁵

5 20. KM monitored media outlets and identified 85 news stories and online
6 mentions of the Settlements. A comprehensive report is attached as **Exhibit 3**. Here are some
7 examples of stories that appeared online:

8 a. Danny The Deal Guru, "Transpacific Airlines Antitrust Settlement",
9 [https://dannydealguru.wordpress.com/2015/02/22/transpacific-airlines-antitrust-](https://dannydealguru.wordpress.com/2015/02/22/transpacific-airlines-antitrust-settlement/)
10 [settlement/](https://dannydealguru.wordpress.com/2015/02/22/transpacific-airlines-antitrust-settlement/).

11 b. Everybody Hates a Tourist, "Register for transpacific airline price fixing
12 settlement", [http://everybodyhatesatourist.net/travel-news-tips-deals-contests/travel-](http://everybodyhatesatourist.net/travel-news-tips-deals-contests/travel-news/register-for-transpacific-airline-price-fixing-settlement/#.VUkodyn2p95)
13 [news/register-for-transpacific-airline-price-fixing-settlement/#.VUkodyn2p95](http://everybodyhatesatourist.net/travel-news-tips-deals-contests/travel-news/register-for-transpacific-airline-price-fixing-settlement/#.VUkodyn2p95).

14 c. The Penny Hoarder, "Traveled to Asia in the Past 15 years? Your
15 Airline May Owe You Money", <http://www.thepennyhoarder.com/airline-settlement/>.

16 d. Stitcher, "Airline Settlement gives cash to trans-Pacific passengers",
17 [http://www.stitcher.com/podcast/steve-miller/asia-news-weekly-all-shows/e/airline-](http://www.stitcher.com/podcast/steve-miller/asia-news-weekly-all-shows/e/airline-settlement-gives-cash-to-transpacific-passengers-37343693)
18 [settlement-gives-cash-to-transpacific-passengers-37343693](http://www.stitcher.com/podcast/steve-miller/asia-news-weekly-all-shows/e/airline-settlement-gives-cash-to-transpacific-passengers-37343693).

19 e. Asia Xpat, "Airline Antitrust Class Action Settlement – Make Your
20 Claim", [http://hongkong.asiaxpat.com/forums/travel/threads/81108049-dafa-452b-8ff7-](http://hongkong.asiaxpat.com/forums/travel/threads/81108049-dafa-452b-8ff7-4cbec5e5c3df/transpacific+airline+antitrust+class+action+settlement+/)
21 [4cbec5e5c3df/transpacific+airline+antitrust+class+action+settlement+.](http://hongkong.asiaxpat.com/forums/travel/threads/81108049-dafa-452b-8ff7-4cbec5e5c3df/transpacific+airline+antitrust+class+action+settlement+/)

22
23
24
25 ³ Frequency is the estimated average number of opportunities an audience member has to see the notice.

26 ⁴ GfK MediaMark Research, Inc., a nationally accredited media and marketing research firm, does not
27 measure Asian-language newspapers. Therefore, their contribution to the overall reach of the media was not
28 calculated.

⁵ Copies of the notices as they appeared in each publication are available to the Court upon request.

Tier 2 - Japanese Media

21. The portion of the Notice Program for Japan focused media buys on newspapers and Internet, providing media that effectively reaches the target audience.

22. The Publication Notice appeared two times in *Asahi Shimbun* and one time in *Japan Times*, with a combined estimated circulation of 16,614,646.

23. Internet banner advertisements appeared, on a rotating basis, on the following Internet Networks: Yahoo! Japan and Xaxis, delivering a total of 30,642,223 gross impressions.

24. An estimated 71.2% of Adults 25 years and older with incomes of ¥6,000,000 or more were reached with an average estimated frequency of 2.5 times.⁶

Tier 3 - International Media

25. KM selected newspaper advertising to provide notice coverage in countries that have the majority of international flight itineraries outside of the US and Japan. The Notice was published in 13 countries.

26. The Publication Notice appeared in 24 newspapers covering 10 countries and the online advertising appeared in six countries. A full list of newspapers, online networks and the countries in which they were distributed is in the Implementation Report attached as **Exhibit 2**.

27. Internet banner advertisements appeared, on a rotating basis, on Xaxis (appearing in China, Hong Kong, Indonesia, Malaysia, Thailand, and Vietnam) and Malaysia Online⁷, delivering a total of 8,070,333 gross impressions.

⁶ KM utilized JREAD 2014 and comScore to measure the reach of the newspapers and Internet in Japan. JREAD is a nationally syndicated survey of the readership of 112 newspapers in Japan that uses an annual sample of 28,800 persons aged 15 to 69.

⁷ Malaysia Online includes the following news websites: Berita Harian, Sin Chew Daily, Malaysiakini, The Star Online, Times of India, and New Straits Times.

Global Media

28. KM used global media to reach Class Members who are typically business travelers, as well as those Class Members in countries where KM did not implement in-country (international) media.

29. KM used newspaper advertisements and Internet placements to reach Class Members who live outside of the targeted countries. Newspapers were chosen because they serve as a tangible and credible information source to readers.

30. The Publication Notice appeared in the Global Edition of *The Wall Street Journal* with an estimated circulation of 1,624,073, reaching the business traveler segment of the target audiences in the US, Asia, and Europe. *The Wall Street Journal* also reached Class Members who live outside of Japan and the 13 countries.

31. The Publication Notice also appeared in the Asia Edition of the *New York Times Herald Tribune*⁸ with an estimated circulation of 98,309 reaching the following countries: Australia, Bangladesh, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Nepal, Pakistan, Philippines, Singapore, Taiwan, Thailand, and Vietnam.

32. Internet, often for travel planning, provided additional global reach. Internet ads appeared on *The Wall Street Journal's* global websites and Google Display Network's global sites. Internet banner advertising ran in the following languages: Chinese (Simplified and Traditional), English, Indonesian, Malay, Japanese, Korean, Thai, and Vietnamese. Attached as **Exhibit 1** is a true and correct copy of the banner ad in all languages and examples of how it appeared on several websites.

33. KM also sponsored keywords and phrases with major search engines, including: Google, AOL, and Ask.com, Bing/MSN, and Yahoo!. KM ran keywords in the following languages: Bahasa Indonesia, English, Japanese, Korean, Malay, Chinese (Simplified and Traditional), Thai, and Vietnamese.

⁸ The official name of this newspaper is *International New York Times*.

EARNED MEDIA

34. Beginning on February 16, 2015, a press release was distributed on PR Newswire's US1 National and Pan Asia wires, as well as in the Philippines, Vietnam, New Zealand, and Western Europe. The press release highlighted the toll-free telephone number and website address so that Class Members can obtain complete information.

35. PR Newswire translated the press release into the following languages: Chinese, Indonesian, Japanese, Malay, Spanish, Thai, and Vietnamese.

36. As a result of the press release, 262 stories appeared in the US on news websites, news services websites, and other media outlets. A copy of the US media coverage report is attached as **Exhibit 4**.

37. As a result of the press release, 27 stories appeared internationally on news websites, news services websites, and other media outlets. A copy of the international media coverage report is attached as **Exhibit 5**.

ONLINE MEDIA

38. On February 10, 2015, a website was established at www.AirlineSettlement.com to enable potential Class Members to get information on the Settlements. By accessing the website, Class Members were able to file a claim and obtain additional information and documents about the Settlements, including: the Long Form Notice, Court documents, commonly asked questions, and other information. Class Members were able to download Notice materials in Bahasa Indonesian, English, Japanese, Khmer, Korean, Malay, Chinese (Simplified and Traditional), Thai, and Vietnamese.

39. As of May 6, 2015, there have been a total of 702,156 unique visits to the website.

OTHER

40. On February 5, 2015, an international toll number and 15 toll-free phone numbers were established allowing Class Members to call to get information on the Settlements. By calling the toll-free phone numbers, Class Members were able to request that

1 a Notice or Claim Form be mailed to them, hear a list of frequently asked questions, and be
2 given the option to leave a message and have someone return their call.

3 41. A post office box was established allowing Class Members to contact Class
4 Counsel by mail with any specific requests or questions.

5 THE FORM AND CONTENT OF THE NOTICES

6 42. The Notices effectively communicated information about the Settlements.

7 43. The Publication Notice was designed to capture the Class Member's attention
8 with clear, concise, plain language. It directed readers to the case website for more
9 information. The plain language text provided important information regarding the subject of
10 the litigation and the legal rights available to Class Members. No important or required
11 information is missing or omitted. In fact, the Notices state all required information, without
12 omitting significant facts that Class Members need to understand their rights. The Notice also
13 referred readers to the Long Form Notice which is available to those who call the toll-free
14 number or visit the website.

15 44. The Long Form Notice was available at the website or by calling the toll-free
16 number. The Long Form Notice provided substantial information, including all specific
17 instructions Class Members need to follow to properly exercise their rights, and background
18 on the issues in the case. It was designed to encourage readership and understanding, in a
19 well-organized and reader-friendly format. The Long Form Notice was available in Bahasa
20 Indonesia, English, Japanese, Khmer, Korean, Malay, Chinese (Simplified and Traditional),
21 Thai, and Vietnamese. Attached as **Exhibit 6** are affidavits attesting to the accuracy of the
22 translations.

23 45. In preparing the Notices in these Settlements, I have employed communications
24 methods that are well established in my field. I have embraced the high standards embodied in
25 the Advisory Committee's notes accompanying the 2003 changes to Rule 23(c)(2):

26 *The direction that class-certification notice be couched in plain easily*
27 *understood language is a reminder of the need to work unrelentingly at*
28 *the difficult task of communicating with class members.*

NO SUBSTANTIAL OBJECTIONS TO NOTICE

46. No objection implicated the method or form of notice in any substantive way. One objection (Amy Yang) contained a complaint about notice, and in this instance the notice issue raised was either inaccurate or irrelevant from the standpoint of effective communication with Class Members. I will address here the notice issue noted in the Objection of Amy Yang (“Objection”).

47. The Objection claims “The Notice Plan Is Inadequate Because It Does Not Include Direct Notice for Any Class Members Despite Defendants Having Reasonable Access to Such Information.”

48. The Objector found out about these Settlements through her husband, an attorney at the Center for Class Action Fairness. Consequently, by Yang’s husband telling her about the Settlements, she received notice. Yang went to the website in a timely fashion and decided on her rights.

49. Class Members can potentially receive notice in ways other than individual direct notice. The purpose of doing a wide-spread publication notice is to inform. Here, we achieved our purpose because the Objector was ultimately informed through her husband.

50. In her claim, Yang indicated American Airlines as the airline that sold her the ticket for travel. Attached as **Exhibit 7** is a copy of her completed claim.

51. American Airlines is a Co-Conspirator in these Settlements. As mentioned earlier, because passenger mailing lists are not reasonably available from the Defendants (or Co-Conspirators), it was reasonable and appropriate to reach Class Members through the use of paid media, earned media, and an informational website.

52. Yang filed her claim during February 19, 2015. This was shortly after the US media program began.

53. The US banner ads started February 16, 2015 and ran until March 29, 2015. Furthermore, the four English US media print ads ran the last week in February and the US Asian media ran in March.

54. Further, the Federal Judicial Center’s Notice Checklist for Judges (“Notice Checklist”) lays out the major checkpoints for effective notice:

a. **Will notice effectively reach the class?** The Notice Checklist states, “[a] high percentage (e.g., between 70–95%) can often reasonably be reached by a notice campaign.”⁹ In this case, we have reached 80.3% of US Class Members. Not reflected in the calculable reach figures is the US Asian media, earned media, and website effort that was utilized, but for which reach figures provide qualitative, not quantitative, enhancement.

b. **Will the notices come to the attention of the class?** The Notices were designed to get the Class Member's attention as detailed above in section on the Form and Content of the Notices.

c. **Are the notices informative and easy to understand?** The Notices included all information required by Rule 23 and were written in clear, concise language.

d. **Are all of the rights and options easy to act upon?** There are “no unnecessary hurdles that make it difficult for class members to exercise their rights to opt out, object, submit a claim, or make an appearance.”

CONCLUSION

55. Where individual addresses for purposes of direct mail are not reasonably available, as is the case here, the aforementioned media protocols are appropriate, have consistently met the approval of courts and meet the standards of due process

56. It is my opinion that the reach of the target audience and the number of exposure opportunities to the notice information are adequate and reasonable under the circumstances. The overall Notice Program adheres to the standards employed by KM for such programs to effectively reach members of settlement groups or classes.

⁹ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, available at [http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/\\$file/NotCheck.pdf](http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf) (last visited May 5, 2015).

1 I declare under penalty of perjury under the laws of the United States that the foregoing
2 is true and correct. Executed in Washington, D.C. this 7th day of May 2015.

3
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5 Dr. Shannon R. Wheatman
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EXHIBIT 1

If You Bought an Airline Ticket between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands, You Could Receive Benefits from Class Action Settlements



www.AirlinesSettlement.com

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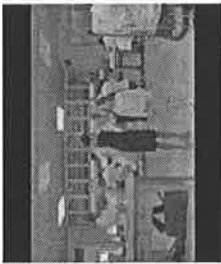
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Pinochle

by Masque Publishing



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Pinochle (sometimes pinochle, or penuchle), is a trick-taking game typically for two, three or four players and played with a 48 card Pinochle deck. Derived from the card game bezique, Pinochle players score points by trick-taking and also by forming combinations of cards into melds. Pinochle is thus considered part of a "trick-and-meld" category which also includes a cousin, belote. Each pinochle hand is played in three phases: bidding, melds, and tricks.

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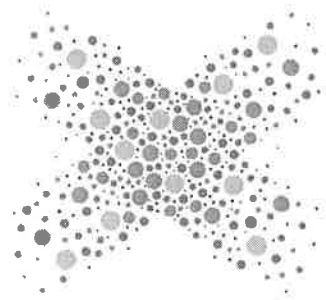
1	emmasheart12	738	6	SU62	694
2	User757993	706	7	janice.jochmidt	691
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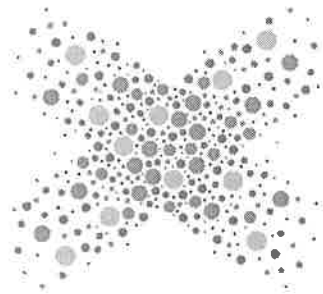
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Screenshots

Japanese

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> 日本、旧正月の中国人に大人気 GDPも押し上げる (01:38) 〇

> 自動車・電機大手、2年連続ベア受給へ (01:06) 〇

> 日銀、金融緩和の追加策は当面様子見か (20:59)

> 岐阜・土岐市にイオンモール、2019年度開業予定 (00:27)

> キヤノン、東京五輪「ゴールパートナー」に 3社目 (00:47)

> 日経の法人版、4年で最大600億 税制改正で減免縮小 (10:49)

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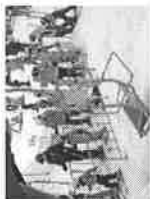
- ・ 3月までにこ入居頂いた方に30万円相当のオプション贈呈【緊急不動産】
- ・ 若者、主婦必見！年金は「老後のため」だけではありません！～政府ITV
- ・ 愛車を高く売るなら？40万円以上の価値を！「下取り」VS「買取」
- ・ 今、年収500万～1200万円の求人が増加中。3・4月入社をお考えの方は必見！

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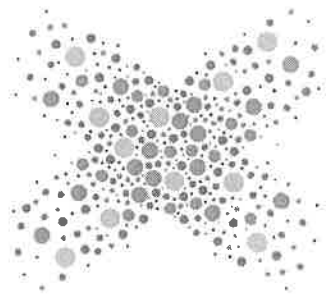
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XAXIS

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Translate URL <http://news.yahoo.com/asia/>
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Chinese Simplified
 Views

天气 浏览 答案 屏幕 Flickr 移动 更多

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新闻 体育 财经 天气 浏览 答案 屏幕 Flickr 移动 更多


Search News Search Web

Trending News Amanda Knox 133 bridge collapse Swiss flu Adolt Hider Sami Miro Downtown Abbey

新闻首页
 美国
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 拉丁美洲
 欧洲
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 奇怪的新闻
 本地
 亲爱的艾比
 漫画
 美国广播公司新闻网
 雅虎原件
 照片
 推荐的游戏
 更多的游戏

按照雅虎新闻

f t g+ ..



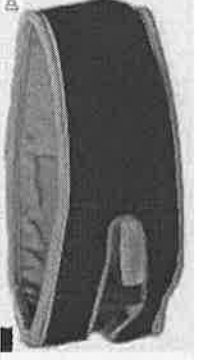
如果您购买了一张来往美国与亚洲、澳大利亚、新西兰或太平洋岛屿之间的机票，
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下一步读什么

亚洲新闻

泰国军政府领导人：我会战斗中茶鱼业的强迫的劳动
 曼谷（美联社）——泰国军政府领导人普密蓬拉玛九世国王使用强迫劳动后
 一项美联社调查显示被奴役的民工从泰国港口出口到全球市场。
 相关新闻 44 评论

最后，打肝解决方案，跳动 cpap 治疗。
 打肝可以导致严重的关系和健康问题。我们找到了解决
 办法。这是您解决方案的一个简单，对于一个非常困难
 的问题而言。
 打肝的解决方案 运动



美国孤立的盟友链接中国主导的银行
 华盛顿（美联社）——美国亚洲的亚洲区域银行留下了它孤立的亚洲和欧洲
 盟友间和一些分量给亚洲国家中国崛起为世界强国的中国经常有人批评。
 相关的新闻

泰国航空安全，新航班的禁令面临的审查
 曼谷（美联社）——泰国面临着新航班以及增加的检查禁令后国际民用航空组织记对该国的航空
 安全的重大担忧，官员说周五。

XAXIS

International Screenshots(CN) : 728x90
Site : Softonic.cn

软件天堂

softonic

应用

问答

查找和下载软件

Q

应用

多玩 dota2 盒子 纯净版 1.0.6.0

应用

搜狗壁纸 2.5.4

应用

优酷iDo 1.2.1.3232

应用

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iDo 用影像分享生活

立即下载 windows 版

多玩 dota2 盒子 纯净版 1.0.6.0

应用

搜狗壁纸 2.5.4

应用

让您的桌面更精彩

应用

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www.AirlineSettlements.com

广告



XAXIS

2016年05月23日(土)	○ テレパチア ○ サイバ	ゴルフ	野球	MLB	サッカー	スホー	ゴルフ	ファッション	競馬ポット	社会	オニオンD
スポーツニュース	ホーム	漫画	野球	MLB	サッカー	スホー	ゴルフ	ファッション	競馬ポット	社会	オニオンD

元増やせるの!?

すぐに髪が

増やせるの!?

>>> 1週間の無料増毛体験へ



A・T・E・I・C・H・R・P・O・D

羽生 因縁リンクで堂々のSP首位

「フィギュアスケート世界選手権」男子SP(27日、上海) 男子ショートプログラム(SP)が行われ、日本男子初の2連覇を目指す羽生結弦(20)=ANA=がシーズンベストの95・20点をマークして首位に立った。

▶ 続きを見る



男子SPで5ポイント増え総点第2位の首位へ上る(奥野)

- プロ野球が開幕(3月27日)
- サッカー、新生ハリル日本快勝(3月27日)
- ラグビー、日本は仏に敗れる(3月27日)
- 石原奈央子は予選敗退(3月27日)
- バスケットボールの日本選手権開幕(3月27日)
- 村松恒「国民的遺産」と謝罪(3月27日)
- 松本氏の解任訴訟決着(3月27日)
- F1プロシアン優勝者14、16位(3月27日)
- 山本聖子の父、孫は野球? レスリング?(3月27日)続

スポーツメニュー
相撲
ニュース
場所別優勝力士
コラム

スポーツレール

特集
フィギュアスケート
写真集
F1日本GP
鈴鹿8耐
体操女子
フィギュアスケート
大塚オートメッセ
F1
ニュース
日程と結果
アフレコ

主要ニュース

 ▶ 阪神 74年ぶりの開港祝賀
「阪神5-4中日」(27日、京セラ)
▶ 廣田未 国際俳優デビュー試
「阪神-中日」(27日、京セラ)
▶ 武田真矢、ハム演劇で海外デビュー
「日本ハム-楽天」(27日、札幌ド)
▶ 広島は地元での指導者を抱擁す
▶ 皇太子ご即位式、チャペルで
【スポーツ】いま読まれています
▶ ハーディングさんとあの遊藝事件語る


 空想 航空機新聞紙知床中継
 ▶ 若手乗組員買収返美航路開通アジア、
満洲、和歌山成太平洋島嶼との間の航
空機乗り、
空想 航空機新聞紙知床中継

软件天堂


应用

问答

安全下载

搜索

问答



若您曾經購買往返美國與亞洲、澳洲、紐西蘭或各太平洋島嶼之間的航班機票，您可從集體訴訟中獲益

Softonic Answers: Helping you enjoy software

相关问题：

WINDOWS

扩展标签

PC零件及工具

PC手机软件

MP3

PDF应用

QQ专区

hamachi

办公自动化(OA)

MP4

Spotify

BlueStacks App Player

由...所解决的问题

Etton Wang 3 小时前:

为什么这个网站很少广告，而且没有那种欺骗下载的按钮。其他几个大的软件下载站都会这样，还有各种弹窗。希望能一直保持这样。

已解决 1个答案 答案

Windows Mobile

最受欢迎的答案：

Softonic在全球的声誉就是安全下载，绿色下载和这种正版呀，广告或许随着网站的发展，合作商会增加，但绝大多起来，毕竟这是维持网站运营的一个渠道，但是仍然会考虑到用户在浏览时的视觉感受。另外，取消下载按钮这种就绝对不会有了。

由...给出的新问题

海王星 4 天前:

创建网络提示“服务器正在处理您的请求时报告了一

广告

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<input type="radio"/> Kegiatan	<input type="radio"/> Hotel + mobil
<input type="radio"/> Kapal pesiar	<input type="radio"/> Penerbangan + Hotel + mobil

Pencarian terakhir

☒ Cari berdasarkan kota, daerah, atau bandara ☐ Cari alamat

Mana

Masuk mm/dd/yy

Check-out Ekspres Malam mm/dd/yy

Kamar 1 Orang dewasa Anak (18+)

Kamar Hotel

Rating bintang
Tidak ada preferensi... ▼

Search

Opsi tambahan
Name Hotel

Saya memiliki kode promo

Berikut ini beberapa destinasi yang populer:

- Pergi**
 - California
 - Karibia
 - Florida
 - Hawaii
 - Las Vegas
 - Meksiko
- Menginap**
 - Daisy @ Hyatt Hotel
 - InterContinental
 - Kempinski Hotel
 - MGM Las Vegas
 - Universal Orlando ®
- Bermain**
 - Lengkap Resor pantai
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Pasifik,**

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Rumah

Mali

Can

Berita

Obituary

Chitrag

Keuangan

Quota

Pemilihan

Jawaban

Layar

Flickr

Mobile

Lebih

Memasang Firefox baru

Masuk

Mail

YAHOO! NEWS

Trending News

Germany's crash

Denise Huskins

Adopt Hitler

Amanda Knox

Sonni Pacheco

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Search Web

Rumah Berita

U.S.

Dunia

Politik

Teknologi

Ilmu pengetahuan

Kesehatan

Berita aneh

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Penceratan

Komik

ABC News

Yahoo asli

Foto

Recommended Games

More games

Maskapai penerbangan Thailand menghadapi pengawasan keamanan, larangan pada penerbangan baru

AP

OMHUCDELYN GECKER

2 jam yang lalu

BANGKOK (AP)—Thailand menghadapi larangan pada penerbangan internasional yang baru dan peningkatan inspeksi setelah International Civil Aviation Organization ditandatangani keprihatinan tentang keselamatan penerbangan negara, kata para pejabat Kamis.

Penunjukan ICAO Thailand sebagai "keprihatinan keamanan yang signifikan" belum diumumkan kepada publik oleh badan PBB tetapi pemerintah diberitahu pekan lalu. Kwak muda-pil, seorang pejabat dari Kementerian

www.jalananpenerbangan.com

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Anda Dapat Memerika Manfaat dari Pengembalian Gajian Perawatan Kematangan

Apa yang harus dibaca berikutnya


Co-pilot mungkin tersumbat penyakit, Jerman Jaksas mengatakan

Pekerjaan paruh waktu dengan Facebook - di Singapura

Mempelajarlah Berita Disponsori

Facebook

XAXIS

软件天堂 

DOWNLOAD SOFTWARE GRATIS

APLIKASI


PERTANYAAN DAN JAWABAN

WINDOWS

TH

Cari

搜索...



www.AirlinesSettlement.com

Jika Anda Telah Membeli sebuah Tiket Pesawat antara A.S. dan Asia, Australia, Selandia Baru, atau Kepulauan Pasifik, Anda Dapat Menerima Manfaat dari Penyelesaian Gugatan Perwakilan Kelompok

Aplikasi > Alat jaringan

Alat jaringan (perangkat lunak 2.149)

ALAT JARINGAN

Homepage

Pesan instan

Kelola unduhan

Pengolahan pesan

Jaringan komunikasi


Jaringan TV

Manajemen jaringan

Alat FTP

Login terpendiri

PERANGKAT LUNAK DOWNLOAD DAFTAR




1th di Homepage

Hari perjalanan browser
Berdasarkan Chrome untuk pengembangan kernel, laut dan membeli browser pengguna

Men-download

Perangkat lunak bebas Cina Sederhana




1th dalam pesan instan

Ali wangwang (Penjual Edition)
Dissosialkan untuk Penjual Taobao online chat Software


Men-download

Perangkat lunak bebas Cina Sederhana



1th di Web TV

See how to plan an epic trip with Lumia



Click to expand

Microsoft

ATAS DOWNLOADS:

ALAT JARINGAN

XAXIS

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[Daftar Masuk](#)

[mel](#)



[Pasang Firefox baru](#)

YAHOO! SPORTS

Athletics

Sharks

Rumah Sukan

Tourney Pick'em

Fantasi

732

Estimate

AND
A

ALL
AND

JUN

NCAAF

NCA

Golf

NASCAR

Tinjau

MMA

Bola sepak

Semtira cıkan

Design

Исходные данные:

Recommended Games



More games »



Jika Anda Telah Membeli Tiket Penerbangan antara A.S. dengan Asia, Australia, New Zealand, atau Kepulauan Pasifik, Anda Boleh Menerima Manfaat daripada Penyelesaian Tindakan Kelas

	7:15 PM	7:37 PM	9:45 PM	10:07 PM	Ashby	Ashby	Ashby	Ashby	Ashby	NBA	7:00 PM	7:30 PM	7:00 PM	7:30 PM	7:30 PM	7:30 PM
	UCLA	NC ST	UTAH	ST BT	yong 70	NC 72	WV39	operato	LAC	DET	CHA	LAL	TOR	MIA	ATL	>
	GONZ	LOU	DUKE	OCLA	ND 81	MS 79	UK 78	ARIZSE	PHI	ENT	ADLAH	CHI	ATL	ATL	ATL	<

Sibuk di Yahoo Sukan: Kebakaran Tennessee jurulatih Donnie Tyndall di tengah-lengah NCAA pen...

Headline puncak saat

Tennessee kebakaran Tyndall di tengah-tengah NCAA penjasaran

Boleh Ireland mengalahkan Kentucky? Terus bermimpi

Arizona berdegup Xavier, memperoleh lapan Elite
highlight

Kentucky routs West Virginia untuk bergerak ke 37-0

Ulis: Disrespected UK yang telah keluar untuk menghancurkan WMI!

Sam: Pemain NFL lain membenitahu saya mereka adalah gay

Pemilik Jet menjual NYC apartment dalam rekod
transaksi

Bintang rookies yang bergelut di 3S bagi anak harimau ☐ balik

Perjanjian Dodgers TV tidak kemas untuk kos TVC
\$4.6 billion

Naftar untuk beshol fantasi Yahoo semalam!

Takut, takut untuk lama Notre Dame

Orang akan mencipta cara-cara yang boleh Ireland mengalahkannya Kentucky, seperti yang mereka lakukan untuk WWJ. Lihat bagaimana yang bertukar keluar.

Komunitas yang berprestasi

Kentucky whacks WVU	Wildcats dua blok shot sama	Pemain UK postizes rakan seagukan
---------------------	-----------------------------	-----------------------------------

1000



[illegible]

หากคุณซื้อตัว
ระหว่งสหรัธ
เมรกกักับเอชีย
ออสเตรลีย
นิวซีแลนด์
หรือหมู่เกาะใ
นมหาสมุทร
แปซิฟิก

คุณอาจได้รับผล
ประโยชน์จาก
เงินค่าตอบแทนใน
รูปแบบกลุ่ม

Case3:07-cv-05634-CRB Document999-17 Filed05/08/15 Page34 of 58

Case3:07-cv-05634-CRB Document999-17 Filed05/08/15 Page35 of 58

SLO

Hàng ngày पेडा
Trang front web

Cầu đá Đổ vỡ Tỷ Phá kho SLO

Mùa sản Xuất hành trình

Xây dựng Chiến đấu Bưu thuyền đưa Nghề thuật biến đổi XS hội

Tên vận Bổng chấy Hạng nhậ M.B Đẳng đấ Thể thao Sân Gôn

Trans chủ Ý kiến D

Ngày đăng: 2/28/2015 (Thứ bảy)

すぐに髪が増やせるの!?

Trans chủ > Ý kiến > Ý kiến D

Để trở lại với lợi. Suy nghĩ ban đầu của Thiên Chúa núi, Imai

Là thủ phủ của đội tuyển bóng đá quốc gia Nhật Bản sau khi một trường dài, dốc, cuối cùng đã quyết định đến tay. Trong cuộc đua Marathon Tokyo vào tháng hai trở thành 10 Marathon, Nhất bản ba năm Burai và 207 Masato Imai chạy và nắm lấy vé cho các giải vô địch thể giới Bắc Kinh trong ngày ()
[> Xem chi tiết](#)

- * Kế tiếp người trái Ichiro Suzuki để cánh tay pinch? (3/26) ●
- * Oran sự thiếu khỉ cở Đập Bowl số ít cho thấy (3/26) ●
- * Được làm sống lại như một trò chơi hoàn thành trên Kuroda Master' ●
- * 勝みなみ、目標の五輪出場には…(3月25日) ●
- * 小学生は週100球...少年の故障防止へ(3月24日) ●
- * 原監督を直撃した不気味な“負”の運命”(3月22日) ●
- > 夏木マリ『女優』の青春を辿る理由(3月22日) ●
- * 「次は中心で」大阪山口堂の強さ自賞(3月21日) ●

Gần gũi

Vào lòng OM bạn thời gian ngắn không mất công bình thường

16 tài chính tuyến dừng

Hiroshima camp.

W Kyoto phòng vệ

15 tuổi tốt nhất 100

Của Johnny

Những người nổi tiếng quốc tế

Đi du lịch và truy cập vào thông tin

Facebook

Twitter

Nếu quý vị đã mua vé máy bay cho chuyến bay giữa Mỹ và Châu Á, Úc, New Zealand, hoặc Quần Đảo Thái Bình Dương,

quý vị có thể hưởng lợi từ Thỏa thuận Đơn xếp Vũ Kiên Tập thể

[illegible]

EXHIBIT 2

Notice Program Implementation Report

In re Transpacific Passenger Air Transportation Antitrust Litigation

April 17, 2015



	Unit Type/Size	Date Ad(s) Ran	Page # of Ad
Magazine(s) - US			
<i>National Geographic</i>	Full Page (5.75" x 9")	February 24, 2015	28
<i>People</i>	Half Page (3.375" x 10")	February 20, 2015	40
<i>Time</i>	Half Page (3.375" x 10")	February 27, 2015	48
	Unit Type/Size	Date Ad(s) Ran	Page # of Ad
Newspaper(s) - Supplements - US			
<i>Parade</i>	2/5 Page (5.25" x 6.375")	February 22, 2015	12
	Unit Type/Size	Date Ad(s) Ran	Actual Impressions
Internet - US			
<i>Advertising.com</i>	160x600 ; 300x250 ; 728x90	2/16 - 3/15	41,093,952
<i>Facebook.com</i>	160x600 ; 300x250 ; 728x90	2/16 - 3/29	74,742,948
<i>Specific Media</i>	160x600 ; 300x250 ; 728x90	2/16 - 3/15	42,010,025
<i>Xaxis</i>	160x600 ; 300x250 ; 728x90	2/16 - 3/15	180,259,544
	Unit Type/Size	Date Ad(s) Ran	Page # of Ad
Newspaper(s) - Ethnic US			
<i>Asian-American Times (Chinese)</i>	10.25" x 7.5"	March 5, 2015	3
<i>Asian-American Times (Filipino)</i>	10" x 7.5"	March 5, 2015	3
<i>Asian Journal</i>	5.69" x 10.55"	March 6, 2015	A7
<i>Balita</i>	9.75" x 5"	March 7, 2015	7
<i>Chinese Daily News (World Journal Los Angeles)</i>	5.6" x 10.1"	March 5, 2015	A16
<i>Epoch Times</i>	5.69" x 10.44"	March 27, 2015	B3
<i>Lighthouse</i>	8.75" x 10.75"	March 1, 2015	10
<i>Nikkei West</i>	5.6" x 10.6"	March 2, 2015	Verbal Confirmation
<i>Philippine Mabuhay News</i>	8.625" x 8"	March 6, 2015	A3
<i>The Sacramento Gazette</i>	7" x 10.5"	March 6, 2015	3
<i>San Diego Yu Yu</i>	4.75" x 12"	March 1, 2015	27
<i>World Journal</i>	11.3" x 5"	March 6, 2015	A5
<i>Chinese American Post</i>	6.7" x 10"	March 5, 2015	8
<i>Washington Chinese News</i>	5.6" x 9.6"	March 5, 2015	A11
<i>Florida Chinese News</i>	10" x 8"	March 5, 2015	15
<i>Atlanta Shimpo</i>	10.25" x 4"	March 2, 2015	Verbal Confirmation
<i>World Journal - Southeast</i>	11.3" x 5"	March 5, 2015	A2
<i>Filipino Chronicle</i>	4.875" x 14.5"	March 7, 2015	11
<i>Hawaii Hochi</i>	8" x 11.125"	March 5, 2015	Verbal Confirmation
<i>Sing Tao Daily</i>	11.7" x 4.975"	March 7, 2015	B8
<i>Chicago Shimpo</i>	10.5" x 7.5"	March 6, 2015	5
<i>World Journal - Midwest</i>	5.6" x 10.1"	March 5, 2015	B5
<i>World Journal - Boston</i>	11.3" x 10.1"	March 6, 2015	A4
<i>Michigan Chinese American News</i>	6" x 10"	March 6, 2015	MA15
<i>St. Louis Chinese American News</i>	6" x 10"	March 12, 2015	P7
<i>Asian Journal</i>	5.69" x 10.56"	March 5, 2015	A5
<i>Chinese Daily News</i>	6.5" x 10"	March 4, 2015	B3
<i>Filipino Reporter</i>	10" x 7.5"	March 27, 2015	32
<i>NY Japion</i>	4.88" x 15"	March 6, 2015	27
<i>Chinese Daily News (World Journal New York)</i>	5.6" x 10.1"	March 6, 2015	A9
<i>Metro Chinese Weekly</i>	10" x 6.0625"	March 6, 2015	A8
<i>Dallas Chinese News</i>	5.5" x 10"	March 6, 2015	A7
<i>Southern Chinese Daily News</i>	5.7" x 10"	March 5, 2015	B8
<i>Eastern Trends</i>	10" x 4.9"	March 1, 2015	12
<i>China Press</i>	11.5" x 6"	March 11, 2015	B5
<i>Soy Source</i>	10" x 7.875"	March 10, 2015	7

		Unit Type/Size	Date Ad(s) Ran	Page # of Ad	
Newspaper(s) - Japan					
Asahi Shimbun		15" x 2.59"	March 17, 2015	8	
Asahi Shimbun		15" x 2.59"	March 18, 2015	8	
Japan Times		7.48" x 4.92"	March 17, 2015	2	
		Unit Type/Size	Date Ad(s) Ran	Actual Impressions	
Internet - Japan					
Yahoo.com		160x600 ; 300x250 ; 728x90	3/3 - 3/29	20,596,643	
Xaxis		160x600 ; 300x250 ; 728x90	2/16 - 3/15	10,045,580	
		Unit Type/Size	Date Ad(s) Ran	Page # of Ad	
Newspaper(s) - Global					
Wall Street Journal - Global Edition		5.35" x 10.5"	February 25, 2015	Asia 24 ; Europe 25 ; US C11	
New York Times Herald Tribune - Asia Edition		6.5625" x 10.5"	March 12, 2015	13	
		Unit Type/Size	Date Ad(s) Ran	Actual Impressions	
Internet - Global					
WSJ.com		160x600 ; 300x250 ; 728x90	2/16 - 3/15	500,150	
Global Display Network			2/16 - 3/15	Confirmed	
Keywords Sponsorships			2/16 - 4/17	Confirmed	
		Country	Unit Type/Size	Date Ad(s) Ran	Page # of Ad
Newspaper(s) - International					
Manila Bulletin	Philippines	5.12" x 6.29"	March 17, 2015		3
Philippine Daily Inquirer	Philippines	5.12" x 6.29"	March 17, 2015		A9
South China Morning Post	Hong Kong	5.39" x 7.08"	March 18, 2015		B4
Metro - Hong Kong	Hong Kong	5.11" x 6.02"	March 18, 2015		22
AM 730	Hong Kong	10.43" x 4.17"	March 18, 2015		A18
Chinese Business News	China	12.9" x 6.29"	March 20, 2015		A11
Strait News	China	9.37" x 6.29"	March 26, 2015		A34
Beijing Evening News	China	9.44" x 6.69"	March 24, 2015		35
Liberty Times	Taiwan	6.88" x 9.44"	March 18, 2015		D6
United Daily News	Taiwan	6.25" x 9.76"	March 18, 2015		AA2
Sydney Morning Herald	Australia	5.07" x 7.32"	March 17, 2015		20
Good Weekend	Australia	10.94" x 6.81"	March 28, 2015		22
Sunday Herald Sun	Australia	5.07" x 7.32"	March 15, 2015		14
The Sunday Mail - Brisbane	Australia	5.07" x 7.08"	March 15, 2015		24
Matichon	Thailand	6.54" x 10"	March 17, 2015		9
Matichon	Thailand	6.54" x 10"	March 18, 2015		9
Bangkok Post	Thailand	6.54" x 10"	March 17, 2015		3
New Zealand Herald	New Zealand	4.96" x 7.16"	March 17, 2015		A20
Chosun Ilbo	South Korea	5.9" x 6.61"	March 17, 2015		A10
The Straits Times	Singapore	4.72" x 7"	March 17, 2015		B2
Lianhe Zaobao	Singapore	4.72" x 7"	March 17, 2015		2
Berita Harian - Singapore	Singapore	4.72" x 7"	March 17, 2015		4
Koh Santepheap	Cambodia	7.08" x 5.11"	March 17, 2015		24
		Country	Unit Type/Size	Date Ad(s) Ran	Actual Impressions
Internet - International					
Malaysia Online	Malaysia	160x600 ; 300x250 ; 728x90	3/12 - 3/29		1,001,081
Xaxis	Hong Kong	160x600 ; 300x250 ; 728x90	3/9 - 3/29		1,011,035
Xaxis	Vietnam	160x600 ; 300x250 ; 728x90	3/9 - 3/29		1,010,677
Xaxis	Thailand	160x600 ; 300x250 ; 728x90	3/9 - 3/29		1,010,839
Xaxis	Malaysia	160x600 ; 300x250 ; 728x90	3/9 - 3/29		1,010,651
Xaxis	Indonesia	160x600 ; 300x250 ; 728x90	3/9 - 3/29		1,010,274
Xaxis	China	160x600 ; 300x250 ; 728x90	3/16 - 3/29		2,015,776

EXHIBIT 3

Transpacific Settlements (Social Media Mentions)

Count	Publication Date	Media Group	Media Type	Outlet	Title
1	3/10/15	Internet	Online Print Version	Nation Online	More airlines settle collusion lawsuit - The Nation
2	2/16/15	Internet	Online Print Version	FinWin	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
3	3/9/15	Internet	News Web Sites	CLOUDCOMPUTING.ULITZER.COM	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
4	3/9/15	Internet	News Web Sites	Virtualization Conference & Expo	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
5	3/9/15	Internet	Blogs	Tivarrail.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
6	2/16/15	Internet	Online Broadcast Version	WTOL-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
7	2/16/15	Internet	News Web Sites	MoneyShow.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
8	2/16/15	Internet	Online Broadcast Version	KFDA-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
9	2/16/15	Internet	Online Broadcast Version	WAVE-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
10	2/16/15	Internet	Online Broadcast Version	KXXV-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
11	2/16/15	Internet	News Web Sites	StockNod	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
12	2/16/15	Internet	News Web Sites	Tutorial Finder	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
13	2/16/15	Internet	Online Broadcast Version	WGFL-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
14	2/16/15	Internet	Online Broadcast Version	MyFox Napa	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
15	2/16/15	Internet	Online Broadcast Version	WWBT-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
16	2/16/15	Internet	Online Broadcast Version	KHQ-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
17	2/16/15	Internet	Online Broadcast Version	WMBF-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
18	2/16/15	Internet	Online Broadcast Version	KMEG-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
19	2/16/15	Internet	News Web Sites	Mississippi News Now	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands

Transpacific Settlements (Social Media Mentions)

Count	Publication Date	Media Group	Media Type	Outlet	Title
20	2/16/15	Internet	Online Broadcast Version	Fox2548	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
21	2/16/15	Internet	Online Broadcast Version	KHGI-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
22	2/16/15	Internet	Online Broadcast Version	WLOX-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
23	2/16/15	Internet	Online Print Version	RenewableEnergyWorld.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
24	2/16/15	Internet	Online Broadcast Version	WSEE-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
25	2/16/15	Internet	Online Broadcast Version	WLTZ-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
26	2/16/15	Internet	News Web Sites	SYS-CON Media Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
27	2/16/15	Internet	Online Broadcast Version	KAIT-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
28	2/16/15	Internet	Online Broadcast Version	KQCW-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
29	2/16/15	Internet	Online Broadcast Version	WFLX-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
30	2/16/15	Internet	News Web Sites	Streetinsider.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
31	2/16/15	Internet	Online Broadcast Version	KOTV-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
32	2/16/15	Internet	Online Broadcast Version	KRHD-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
33	2/16/15	Internet	Online Broadcast Version	KSLA-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
34	2/16/15	Internet	Online Broadcast Version	WIS-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
35	2/16/15	Internet	Online Broadcast Version	WBOC-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
36	2/16/15	Internet	Online Broadcast Version	KPLC-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands

Transpacific Settlements (Social Media Mentions)

Count	Publication Date	Media Group	Media Type	Outlet	Title
37	2/16/15	Internet	Online Broadcast Version	KWTV-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
38	2/16/15	Internet	Online Broadcast Version	WTVM-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
39	2/16/15	Internet	Online Broadcast Version	WCAK-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
40	2/16/15	Internet	Online Broadcast Version	WTNZ-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
41	2/16/15	Internet	Online Broadcast Version	WAND-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
42	2/16/15	Internet	Online Broadcast Version	KTRE-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
43	2/16/15	Internet	Online Broadcast Version	WCTX-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
44	2/16/15	Internet	Online Broadcast Version	KTVN-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
45	2/16/15	Internet	Online Broadcast Version	WPFO-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
46	2/16/15	Internet	Online Broadcast Version	WTOG-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
47	2/16/15	Internet	Online Broadcast Version	KXnet.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
48	2/16/15	Internet	Online Broadcast Version	WUP-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
49	2/16/15	Internet	Online Broadcast Version	KFMB-FM Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
50	2/16/15	Internet	News Web Sites	Boston.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
51	2/16/15	Internet	Online Broadcast Version	WSFX-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
52	2/16/15	Internet	Online Broadcast Version	KAUZ-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
53	2/16/15	Internet	Online Broadcast Version	MyFoxTallahassee.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands

Transpacific Settlements (Social Media Mentions)

Count	Publication Date	Media Group	Media Type	Outlet	Title
54	2/16/15	Internet	Online Broadcast Version	WSFA-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
55	2/16/15	Internet	Online Broadcast Version	WSET-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
56	2/16/15	Internet	Online Broadcast Version	WFXG-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
57	2/16/15	Internet	News Web Sites	Ulitizer	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
58	2/16/15	Internet	Online Broadcast Version	WFMJ-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
59	2/16/15	Internet	Online Broadcast Version	abc12.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
60	2/16/15	Internet	Online Broadcast Version	WRCB-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
61	2/16/15	Internet	Online Broadcast Version	KSWO-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
62	2/16/15	Internet	News Web Sites	Ticker Technologies	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
63	2/16/15	Internet	Social Networking Sites	iStockAnalyst	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
64	2/16/15	Internet	News Web Sites	PR Newswire	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
65	2/16/15	Internet	News Web Sites	Oil & Gas Commodities	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands
66	2/16/15	Internet	Online Broadcast Version	KPTM-TV Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - FOX 42: Omaha News, Sports and Weather; fox42kptm.com
67	2/16/15	Internet	News Web Sites	L.A. BIZ	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - L.A. Biz
68	2/16/15	Internet	Online Print Version	Sacramento Business Journal	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - Sacramento Business Journal
69	2/16/15	Internet	Online Print Version	San Francisco Business Times	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - San Francisco Business Times
70	2/16/15	Internet	Online Print Version	Silicon Valley Business Journal - Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - Silicon Valley Business Journal
71	2/16/15	Internet	News Web Sites	Business Journals	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - The Business Journals
72	2/16/15	Internet	Online Print Version	InvestorPoint.com	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands - Today's Market News (MARKCOMM) News
73	2/16/15	Internet	News Web Sites	TheStreet	Settlements Affect Purchasers Of Airline Tickets Between The U.S. And Asia, Australia, New Zealand, Or The Pacific Islands Press Releases News Print Financial & Investing Articles

Transpacific Settlements (Social Media Mentions)

Count	Publication Date	Media Group	Media Type	Outlet	Title
74	2/16/15	Internet	News Web Sites	Reuters Online	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands Reuters
75	3/9/15	Internet	News Web Sites	Sys-Con Canada	Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands SYS-CON CANADA
76	2/17/15	Internet	News Web Sites	eTurbo News	Settlements affect purchasers of airline tickets between US and Asia, Australia, New Zealand, Pacific Islands
77	3/18/15	Internet	News Web Sites	Dallas Sun	Trans-Pacific Air Passengers to Divvy Up \$40 Million in Price-Fixing Settlement
78	3/18/15	Internet	News Web Sites	DailyMe	Trans-Pacific Air Passengers to Divvy Up \$40 Million in Price-Fixing Settlement
79	3/18/15	Internet	Online Broadcast Version	Voice of America Online - Voice of America Radio Network	Trans-Pacific Air Passengers to Divvy Up \$40 Million in Price-Fixing Settlement
80	3/19/15	Internet	Online Broadcast Version	Voice of America Online - Voice of America Radio Network	Trans-Pacific Air Passengers to Divvy Up \$40M in Price-fixing Settlement
81	2/19/15	Internet	News Web Sites	Top Class Actions	Transpacific Airline Antitrust Class Action Settlement
82	2/23/15	Internet	Blog	Class Action Rebates	Transpacific Airlines Antitrust Settlements (Multiple Airlines Included)
83		Internet	Blog	The Penny Hoarder	Traveled to Asia in the Past 15 Years? Your Airline May Owe You Money
84		Internet	Radio On Demand	Stitcher	Airline Settlement gives cash to trans-Pacific passengers.
85	3/16/15	Internet	Blog	AsiaXPAT	Airline Antitrust Class Action Settlement - Make Your Claim

EXHIBIT 4

Distribution

262

Websites

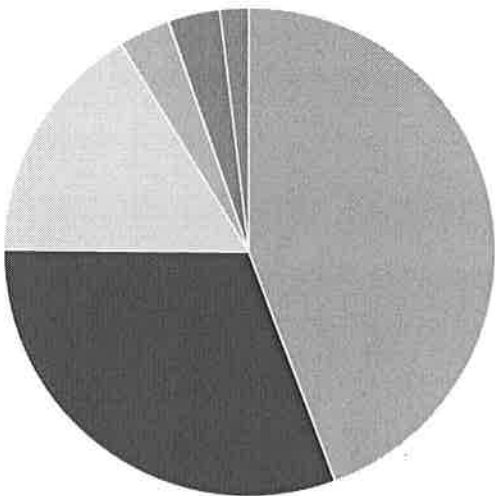
24,121,000

Total Potential Audience

Distribution Summary

See the types of websites your release posted to, and the industries they cover.

Website Type



- Broadcast Media

Newspaper

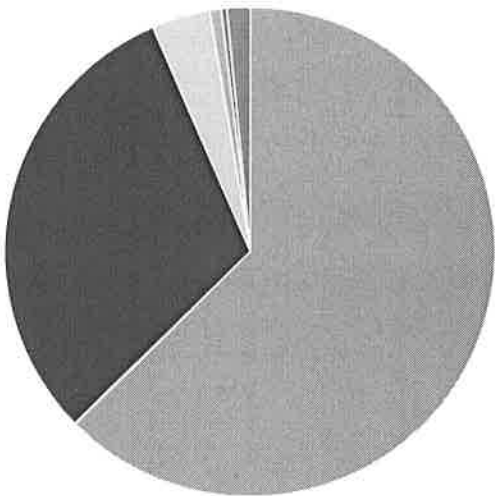
News & Information Service

Blog

Trade Pub

The rest

Website Industry



- Media & Information

Other

Financial

Transportation

Entertainment

The rest

Website Type	Websites
Broadcast Media	116
Newspaper	81
News & Information Service	42
Blog	9
Trade Pub	9
Magazine	2
Mobile Website	1
Portal	1

Website Industry	Websites
Media & Information	164
Other	81
Financial	10
Transportation	2
Entertainment	1
Health	1
Multicultural & Demographic	1
Policy & Public Interest	1

Website Type	Websites
PR Newswire	1
Total Number of Websites	262

Website Industry	Websites
Travel & Leisure	1
Total Number of Websites	262

Distribution Details

The details of each component of your online distribution.

SocialPost

View activity relating to your SocialPost distribution.

Posted at 2 hour intervals.

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pac... <http://t.co/EqESGyDwNz>



@prnairlines
1,762
followers



@PRNtrnsp
915
followers

Social Activity

3,666
Impressions

1
Retweets

2,677
SocialPost
Audience

5
Clicks from
Twitter

7,362
Total
Potential
Audience

Online Distribution








262 postings to websites on our network have been found, with a total potential audience of 24,121,000 ? visitors per day.

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
CHASE Chase	United States	News & Information Service	Other	3,231,000
REUTERS Reuters	United States	News & Information Service	Financial	617,000
boston.com Boston Globe	United States	Newspaper	Media & Information	561,000
Wichita Business Journal Wichita Business Journal	United States	Newspaper	Media & Information	389,000
BUSINESSJOURNAL Washington Business Journal	United States	Newspaper	Media & Information	389,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 Minneapolis / St. Paul Business Journal	United States	Newspaper	Media & Information	389,000
 Triangle Business Journal	United States	Newspaper	Media & Information	389,000
 The Business Journal	United States	Newspaper	Media & Information	389,000
 Tampa Bay Business Journal	United States	Newspaper	Media & Information	389,000
 St. Louis Business Journal	United States	Newspaper	Media & Information	389,000
 South Florida Business Journal	United States	Newspaper	Media & Information	389,000
 Puget Sound Business Journal	United States	Newspaper	Media & Information	389,000
 San Jose Business Journal	United States	Newspaper	Media & Information	389,000
 San Francisco Business Times	United States	Newspaper	Media & Information	389,000
 San Antonio Business Journal	United States	Newspaper	Media & Information	389,000
 Sacramento Business Journal	United States	Newspaper	Media & Information	389,000
 Bizjournals.com, Inc.	United States	Newspaper	Media & Information	389,000
 Portland Business Journal	United States	Newspaper	Media & Information	389,000
 Pittsburgh Business Times	United States	Newspaper	Media & Information	389,000
 Business Journal of Phoenix	United States	Newspaper	Media & Information	389,000
 Philadelphia Business Journal	United States	Newspaper	Media & Information	389,000
 Pacific Business News	United States	Newspaper	Media & Information	389,000
 Orlando Business Journal	United States	Newspaper	Media & Information	389,000
 New York Business Journal	United States	Newspaper	Other	389,000
 Nashville Business Journal	United States	Newspaper	Media & Information	389,000
 Business Journal of Greater Milwaukee	United States	Newspaper	Media & Information	389,000
 Memphis Business Journal	United States	Newspaper	Media & Information	389,000









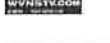


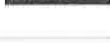




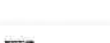




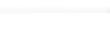
Name of Website or Media Outlet		Location	Website Type	Industry	Audience ▼
 BUSINESS FIRST	Business First of Louisville	United States	Newspaper	Media & Information	389,000
 Los Angeles Business Journal	Los Angeles Business Journal from bizjournals	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Kansas City Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Jacksonville Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Houston Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Denver Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Dayton Business Journal	United States	Newspaper	Media & Information	389,000
 Dallas Business Journal	Dallas Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS FIRST	Business First of Columbus	United States	Newspaper	Media & Information	389,000
 BUSINESS COURIER	Cincinnati Business Courier	United States	Newspaper	Media & Information	389,000
 CHICAGO BUSINESS NEWS	Chicago Business News	United States	Newspaper	Other	389,000
 BUSINESS JOURNAL	Charlotte Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS FIRST	Business First of Buffalo	United States	Newspaper	Media & Information	389,000
 Boston Business Journal	Boston Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Birmingham Business Journal	United States	Newspaper	Media & Information	389,000
 BUSINESS JOURNAL	Baltimore Business Journal	United States	Newspaper	Media & Information	389,000
 Austin Business Journal	Austin Business Journal	United States	Newspaper	Media & Information	389,000
 ATLANTA BUSINESS CHRONICLE	Atlanta Business Chronicle	United States	Newspaper	Media & Information	389,000
 BUSINESS WEEKLY	New Mexico Business Weekly	United States	Newspaper	Media & Information	389,000
 BUSINESS REVIEW	Business Review (Albany)	United States	Newspaper	Media & Information	389,000
TheStreet.com	TheStreet.com	United States	Trade Pub	Financial	338,000
 mlive.com Everything Michigan	Michigan Live	United States	Newspaper	Media & Information	215,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 News9.com KWTW-TV CBS-9 (Oklahoma City, OK)	United States	Broadcast Media	Media & Information	68,000
 PR Newswire	United States	PR Newswire	Media & Information	66,000
 Family Focus Blog	United States	Blog	Other	64,000
 Ericka Saves	United States	Blog	Other	64,000
 The Herald	United States	Newspaper	Media & Information	61,000
 WISTV NBC-10 (Columbia, SC)	United States	Broadcast Media	Media & Information	53,000
 WFMZ-TV IND-69	United States	Broadcast Media	Other	53,000
 Press-Enterprise	United States	Newspaper	Media & Information	50,000
 WAFB CBS-9 (Baton Rouge, LA)	United States	Broadcast Media	Media & Information	48,000
 KOTV-TV CBS-6 (Tulsa, OK)	United States	Broadcast Media	Media & Information	48,000
 WCMH-TV NBC-4 (Columbus, OH)	United States	Broadcast Media	Other	45,000
 WXIX FOX-19 (Cincinnati, OH)	United States	Broadcast Media	Media & Information	39,000
 WAVE NBC-3 (Louisville, KY)	United States	Broadcast Media	Media & Information	37,000
 WAFF NBC-48 (Huntsville, AL)	United States	Broadcast Media	Media & Information	35,000
 WFIE NBC-14 (Evansville, IN)	United States	Broadcast Media	Media & Information	35,000
 WWBT NBC-12 (Richmond, VA)	United States	Broadcast Media	Media & Information	34,000
 WSFA NBC-12 (Montgomery, AL)	United States	Broadcast Media	Media & Information	30,000
 WCSC CBS-5 (Charleston, SC)	United States	Broadcast Media	Media & Information	30,000
 KHNL-TV NBC-8 (Honolulu, HI)	United States	Broadcast Media	Media & Information	30,000
 BioSpace	United States	News & Information Service	Health	30,000
 WRCB-TV NBC-3 (Chattanooga, TN)	United States	Broadcast Media	Media & Information	29,000
 WCAX CBS-3 (Burlington, VT)	United States	Broadcast Media	Media & Information	29,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 Daily Herald	United States	Newspaper	Other	29,000
 WSPA-TV CBS-7 (Spartanburg, SC)	United States	Broadcast Media	Other	27,000
 WSET-TV ABC-13 (Lynchburg, VA)	United States	Broadcast Media	Media & Information	27,000
 KLTV ABC-7 (Tyler, TX)	United States	Broadcast Media	Media & Information	27,000
 WLOX ABC-13 (Biloxi, MS)	United States	Broadcast Media	Media & Information	26,000
 KHQ-TV NBC-6 (Spokane, WA)	United States	Broadcast Media	Media & Information	26,000
 Marketplace from American Public Media	United States	Broadcast Media	Media & Information	26,000
 WDRB FOX-41 (Louisville, KY)	United States	Broadcast Media	Media & Information	24,000
 WALB NBC-10 (Albany, GA)	United States	Broadcast Media	Media & Information	24,000
 WBOC CBS-16 (Salisbury, MD)	United States	Broadcast Media	Media & Information	23,000
 KFMB-TV CBS-8 (San Diego, CA)	United States	Broadcast Media	Media & Information	23,000
 WBMA-TV ABC-33 / ABC-40 (Birmingham, AL)	United States	Broadcast Media	Media & Information	23,000
 Business Today [India]	India	Magazine	Media & Information	23,000
 Ticker Technologies	United States	News & Information Service	Financial	22,000
 One News Page Global Edition	Global	News & Information Service	Other	22,000
 KTUL-TV ABC-8 (Tulsa, OK)	United States	Broadcast Media	Media & Information	19,000
 WTOC CBS-11 (Savannah, GA)	United States	Broadcast Media	Media & Information	18,000
 KOLD CBS-13 (Tucson, AZ)	United States	Broadcast Media	Media & Information	18,000
 WTOL CBS-11 (Toledo, OH)	United States	Broadcast Media	Media & Information	18,000
 KFVS CBS-12 (Cape Girardeau, MO)	United States	Broadcast Media	Media & Information	18,000
 KAIT ABC-8 (Jonesboro, AR)	United States	Broadcast Media	Media & Information	18,000
 WSLS-TV NBC-10 (Roanoke, VA)	United States	Broadcast Media	Other	16,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 WECT NBC-6 (Wilmington, NC)	United States	Broadcast Media	Media & Information	16,000
 KSLA CBS-12 (Shreveport, LA)	United States	Broadcast Media	Media & Information	14,000
 KCBD NBC-11 (Lubbock, TX)	United States	Broadcast Media	Media & Information	14,000
 WOIO CBS-19 (Cleveland, OH)	United States	Broadcast Media	Media & Information	14,000
 WTVG-TV ABC-13 (Toledo, OH)	United States	Broadcast Media	Media & Information	14,000
 WBOY-TV NBC-12 (Clarksburg, WV)	United States	Broadcast Media	Other	13,000
 KATV-TV ABC-7 (Little Rock, AR)	United States	Broadcast Media	Media & Information	13,000
 WVUE-TV FOX-8 (New Orleans, LA)	United States	Broadcast Media	Other	13,000
 WTVM ABC-9 (Columbus, GA)	United States	Broadcast Media	Media & Information	11,000
 WNCT-TV CBS-9 (Greenville, NC)	United States	Broadcast Media	Other	11,000
 KTRE ABC-9 (Lufkin, TX)	United States	Broadcast Media	Media & Information	11,000
 WRAL-TV CBS-5 (Raleigh, NC)	United States	Broadcast Media	Media & Information	11,000
 Street Insider	United States	Trade Pub	Financial	11,000
 Star Tribune (Minneapolis, MN)	United States	Newspaper	Other	11,000
 FinancialContent - PR Newswire	United States	News & Information Service	Other	11,000
 NewsOK Oklahoman (Oklahoma City, OK)	United States	Newspaper	Media & Information	11,000
 Long Beach Press-Telegram (Long Beach, CA)	United States	Newspaper	Media & Information	11,000
 SiliconValley.com (Silicon Valley, CA)	United States	Newspaper	Media & Information	11,000
 Santa Cruz Sentinel (Santa Cruz, CA)	United States	Newspaper	Media & Information	11,000
 San Jose Mercury News	United States	Newspaper	Other	11,000
 Inside Bay Area	United States	Newspaper	Media & Information	11,000
 Contra Costa Times	United States	Newspaper	Media & Information	11,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 The State (Columbia, SC)	United States	Newspaper	Media & Information	11,000
 The Olympian (Olympia, WA)	United States	Newspaper	Media & Information	11,000
 Sun Herald (Biloxi, MS)	United States	Newspaper	Media & Information	11,000
 Star-Telegram (Fort Worth, TX)	United States	Newspaper	Media & Information	11,000
 San Luis Obispo Tribune (San Luis Obispo, CA)	United States	Newspaper	Media & Information	11,000
 The Sacramento Bee	United States	Newspaper	Media & Information	11,000
 The News Tribune (Tacoma, WA)	United States	Newspaper	Media & Information	11,000
 News & Observer (Raleigh, NC)	United States	Newspaper	Other	11,000
 The Sun News (Myrtle Beach, SC)	United States	Newspaper	Media & Information	11,000
 The Miami Herald	United States	Newspaper	Media & Information	11,000
 Macon Telegraph (Macon, GA)	United States	Newspaper	Media & Information	11,000
 Columbus Ledger-Enquirer (Columbus, GA)	United States	Newspaper	Media & Information	11,000
 Lexington Herald-Leader (Lexington, KY)	United States	Newspaper	Media & Information	11,000
 Kansas City Star	United States	Newspaper	Other	11,000
 The Wichita Eagle (Wichita, KS)	United States	Newspaper	Media & Information	11,000
 Island Packet (Bluffton, SC)	United States	Newspaper	Other	11,000
 Bradenton Herald (Bradenton, FL)	United States	Newspaper	Media & Information	11,000
 The Bellingham Herald	United States	Newspaper	Other	11,000
 Belleville News-Democrat	United States	Newspaper	Media & Information	11,000
 The Daily Herald	United States	Newspaper	Other	11,000
 Rockford Register Star	United States	Newspaper	Other	11,000
 Value Investing News	United States	News & Information Service	Financial	11,000

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 Buffalo News (Buffalo, NY)	United States	Newspaper	Media & Information	11,000
 WMBF NBC-32 (Myrtle Beach, SC)	United States	Broadcast Media	Media & Information	10,000
 WJRT-TV ABC-12 (Flint, MI)	United States	Broadcast Media	Media & Information	10,000
 WTRF-TV CBS-7 (Wheeling, WV)	United States	Broadcast Media	Other	8,000
 WLNE-TV ABC-6 (Providence, RI)	United States	Broadcast Media	Media & Information	8,000
 WFMJ-TV NBC-21 (Youngstown, OH)	United States	Broadcast Media	Media & Information	7,000
 WDAM NBC-7 (Hattiesburg-Laurel, MS)	United States	Broadcast Media	Media & Information	7,000
 WXTX-TV FOX-54 (Columbus, GA)	United States	Broadcast Media	Media & Information	Not available
 WVNS-TV CBS-59 (Ghent, WV)	United States	Broadcast Media	Other	Not available
 WTNZ FOX-43 (Knoxville, TN)	United States	Broadcast Media	Media & Information	Not available
 WSFX-TV FOX-26 (Wilmington, NC)	United States	Broadcast Media	Media & Information	Not available
 WSAV-TV NBC-3 (Savannah, GA)	United States	Broadcast Media	Other	Not available
 WRBL-TV CBS-3 (Columbus, GA)	United States	Broadcast Media	Other	Not available
 Women and their Pretties	United States	Blog	Other	Not available
 WMC NBC-5 (Memphis, TN)	United States	Broadcast Media	Media & Information	Not available
 WLTZ-TV NBC-38 (Columbus, GA)	United States	Broadcast Media	Media & Information	Not available
 WFXG-TV FOX-54 (Augusta, GA)	United States	Broadcast Media	Media & Information	Not available
 WFLX FOX-29 (West Palm Beach, FL)	United States	Broadcast Media	Media & Information	Not available
 Web Lens	Canada	News & Information Service	Other	Not available
 WBCB-TV CW-21 (Youngstown, OH)	United States	Broadcast Media	Media & Information	Not available
 WAND-TV NBC-17 (Decatur, IL)	United States	Broadcast Media	Media & Information	Not available
 KQCW CW-12/19 (Tulsa, OK)	United States	Broadcast Media	Media & Information	Not available

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 TravelTalkMEDIA	United States	News & Information Service	Other	Not available
Today'sNews Today's News	Global	News & Information Service	Other	Not available
TheStreet.com The Street Mobile	United States	Mobile Website	Other	Not available
StreamingNews Streaming News	United States	News & Information Service	Other	Not available
 The State Journal (Charleston, WV)	United States	Newspaper	Other	Not available
 KMEG-TV CBS-14 (Sioux City, IA)	United States	Broadcast Media	Media & Information	Not available
 KFMB 100.7 Jack-FM (San Diego, CA)	United States	Broadcast Media	Media & Information	Not available
 ProfitQuotes	United States	News & Information Service	Financial	Not available
 Plunkett Research	United States	News & Information Service	Other	Not available
PLANEtalking Plane Talking Live	Global	News & Information Service	Other	Not available
One News Page One News Page Unites States Edition	United States	News & Information Service	Other	Not available
 Older Not Dead.com	Global	News & Information Service	Multicultural & Demographic	Not available
 KWES-TV NBC-9 (Midland, TX)	United States	Broadcast Media	Media & Information	Not available
 KAUZ-TV CBS-6 (Wichita Falls, TX)	United States	Broadcast Media	Media & Information	Not available
 KFDA CBS-10 (Amarillo, TX)	United States	Broadcast Media	Media & Information	Not available
 NebraskaTV (Kearney, NE)	United States	Broadcast Media	Media & Information	Not available
 KNDO-TV NBC / KNDU-TV NBC (Kennewick, WA)	United States	Broadcast Media	Other	Not available
 WGFL-TV CBS-4 (Gainesville, FL)	United States	Broadcast Media	Media & Information	Not available
 myFOX Wausau (Wausau, WI)	United States	Broadcast Media	Other	Not available
 my FOX WTLH-TV FOX-49 (Tallahassee, FL)	United States	Broadcast Media	Other	Not available
 my FOX WOLF-TV FOX-56 (Wilkes-Barre, PA)	United States	Broadcast Media	Other	Not available
 FOX 23 WPFO-TV FOX-23 (Portland, ME)	United States	Broadcast Media	Other	Not available

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 WDSI-TV FOX-61 (Chattanooga, TN)	United States	Broadcast Media	Other	Not available
 WLBT NBC-3 (Jackson, MS)	United States	Broadcast Media	Media & Information	Not available
 Worcester Telegram & Gazette	United States	Trade Pub	Media & Information	Not available
 TravelJournio	United States	Trade Pub	Travel & Leisure	Not available
 State House News Service (Affiliated News Services)	United States	News & Information Service	Policy & Public Interest	Not available
 Gaming & Leisure Magazine	United States	Trade Pub	Entertainment	Not available
 DallasNews.com	United States	Newspaper	Media & Information	Not available
 KXXV-TV ABC-25 (Waco, TX)	United States	Broadcast Media	Media & Information	Not available
 KXMB-TV CBS-12(Bismarck, ND)	United States	Broadcast Media	Other	Not available
 KUSI-TV IND-51 (San Diego, CA)	United States	Broadcast Media	Media & Information	Not available
 KUAM-TV NBC-8 / CBS-11 (Hagatna, Guam)	United States	Broadcast Media	Media & Information	Not available
 KTVN-TV CBS-2 (Reno, NV)	United States	Broadcast Media	Media & Information	Not available
 KTEN NBC-10 (Denison, TX)	United States	Broadcast Media	Media & Information	Not available
 KSWT-TV CBS-13 (Yuma, AZ)	United States	Broadcast Media	Media & Information	Not available
 KSWO-TV ABC-7 (Lawton, OK)	United States	Broadcast Media	Media & Information	Not available
 KPLC NBC-7 (Lake Charles-Lafayette, LA)	United States	Broadcast Media	Media & Information	Not available
 KOAM-TV CBS-7 (Pittsburg, KS)	United States	Broadcast Media	Media & Information	Not available
 KMPH-TV FOX-26 (Fresno, CA)	United States	Broadcast Media	Media & Information	Not available
 KFRE-TV CW-59 (Fresno, CA)	United States	Broadcast Media	Media & Information	Not available
 KLKN ABC-8 (Lincoln, NE)	United States	Broadcast Media	Media & Information	Not available
 KLJB-TV FOX-18 (Davenport, IA)	United States	Broadcast Media	Other	Not available
 KIII-TV ABC-3 (Corpus Christi, TX)	United States	Broadcast Media	Other	Not available

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

18 **IN RE TRANSPACIFIC PASSENGER**
19 **AIR TRANSPORTATION**
20 **ANTITRUST LITIGATION**

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

21 **This Document Relates To:**
22 **All Actions**
23
24
25
26
27
28

DECLARATION OF SHANNON R.
WHEATMAN, PH.D. IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 KCEN-TV NBC-9 (Temple, TX)	United States	Broadcast Media	Media & Information	Not available
 KFVE MyNetworkTV-5 (Honolulu, HI)	United States	Broadcast Media	Media & Information	Not available
 iStockAnalyst	Global	Trade Pub	Financial	Not available
 InvestorPoint	United States	Trade Pub	Financial	Not available
 GYL: Licensing and Certification Resource Directory	United States	News & Information Service	Other	Not available
 KTVG-TV FOX-17 / KSNB-TV FOX-4 (Keamey, NE)	United States	Broadcast Media	Media & Information	Not available
 WZDX-TV FOX-54 (Huntsville, AL)	United States	Broadcast Media	Other	Not available
 KPTM-TV FOX-42 (Omaha, NE)	United States	Broadcast Media	Media & Information	Not available
 WLAX-TV FOX-25/48 (LaCrosse, WI)	United States	Broadcast Media	Other	Not available
 WBOC-TV FOX-21 (Salisbury, MD)	United States	Broadcast Media	Other	Not available
 WFXR-TV FOX-21/27 (Roanoke, VA)	United States	Broadcast Media	Other	Not available
 KFJX-TV FOX-14 (Pittsburg, KS)	United States	Broadcast Media	Media & Information	Not available
 Foreign Press Association	United States	News & Information Service	Other	Not available
 WICU-TV NBC-12 (Erie, PA)	United States	Broadcast Media	Other	Not available
 Dixieland Reviews	United States	Blog	Other	Not available
 D-Mocha Traveler	United States	Blog	Other	Not available
 WUPV-TV CW-65 (Ashland, VA)	United States	Broadcast Media	Media & Information	Not available
 KXVO-TV CW-15 (Omaha, NE)	United States	Broadcast Media	Media & Information	Not available
 WLTZ-TV CW-38 (Columbus, GA)	United States	Broadcast Media	Other	Not available
 Crowdfunding Probate	United States	News & Information Service	Other	Not available
 Crowdfunding Lawsuits	United States	News & Information Service	Other	Not available
 WCBD-TV NBC-2 (Mt. Pleasant, SC)	United States	Broadcast Media	Other	Not available

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 Clout Media	United States	Blog	Other	Not available
 KYTX CBS-19 (Tyler, TX)	United States	Broadcast Media	Media & Information	Not available
 NorthWin Insurance Services	United States	News & Information Service	Financial	Not available
 Buckaroo	United States	News & Information Service	Other	Not available
 KAZT IND-7 (Phoenix/Prescott, AZ)	United States	Broadcast Media	Media & Information	Not available
 Aviation Today	United States	Trade Pub	Transportation	Not available
 Autoscene	United Kingdom	News & Information Service	Other	Not available
 Andhra News	India	News & Information Service	Media & Information	Not available
 Airport Box	Canada	News & Information Service	Other	Not available
 A Fun Adventure	United States	News & Information Service	Other	Not available
 AeroMorning	France	Portal	Transportation	Not available
 WCIV-TV ABC-4 (Charleston, SC)	United States	Broadcast Media	Media & Information	Not available
 KRHD-TV ABC-40 (Bryan-College Station, TX)	United States	Broadcast Media	Media & Information	Not available
 KFMB 760-AM (San Diego, CA)	United States	Broadcast Media	Media & Information	Not available
 KBMT-TV ABC-12 (Beaumont, TX)	United States	Broadcast Media	Media & Information	Not available
 Wealth and Asset Management Jobs	United States	News & Information Service	Other	Not available
 Vote No Confidence	United States	Blog	Other	Not available
 Money Show	United States	Broadcast Media	Media & Information	Not available
 repubHub	Global	News & Information Service	Other	Not available
 StockNod	United States	News & Information Service	Financial	Not available
 Operation Deepdown	United States	News & Information Service	Other	Not available
 NYCLA - New York County Lawyers' Association	United States	News & Information Service	Other	Not available

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 NorthStar News	United States	News & Information Service	Other	Not available
 Nicole Avenue	United States	News & Information Service	Other	Not available
 MrBayStreet.com	Canada	News & Information Service	Other	Not available
 myMotherLode.com	United States	Trade Pub	Media & Information	Not available
 eMoneyDaily	Global	News & Information Service	Other	Not available
 KSTC-TV IND-45 (Saint Paul, MN)	United States	Broadcast Media	Media & Information	Not available
 Wall Street Select	United States	News & Information Service	Other	Not available
 Growth Markets in Tourism	United States	Blog	Other	Not available
 Global Newsweek	Global	News & Information Service	Media & Information	Not available
 San Francisco CityRoom [San Francisco, CA]	United States	News & Information Service	Other	Not available
 California Business Journal	United States	Magazine	Other	Not available
 AssignmentEditor.com	Global	News & Information Service	Other	Not available
 AP [American Press] Travel News	United States	News & Information Service	Other	Not available
 AP [American Press] Newsroom	United States	News & Information Service	Other	Not available
 Along Comes Mary	United States	Blog	Other	Not available

Visitors per Day data from comScore, Inc is used to provide an indication of the potential audience for your press release. comScore, Inc does not provide data for all websites in our network.

Traffic

4,589

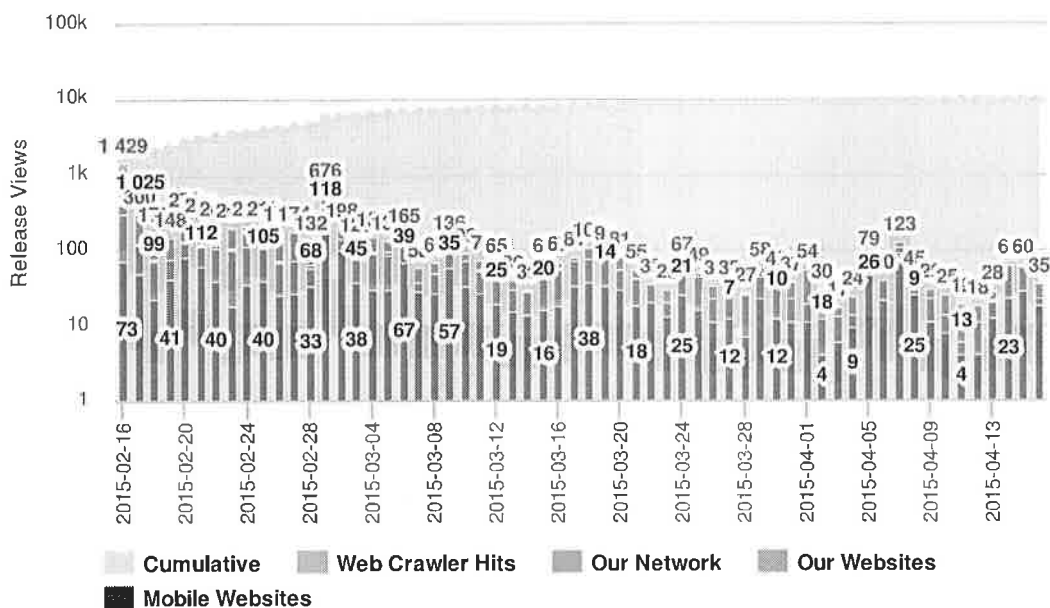
Release Views

Traffic Summary

Release Views Trends

See when the traffic to your release occurred.

Total Release Views by Day



Traffic by Asset

Views, plays and downloads of your release and any assets you included with it. Any views, etc. of assets that can not be linked directly to this release are shown against each other further below ?

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands

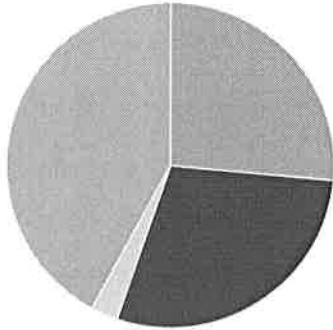
4,589 views

3,336 web crawler hits

Traffic Details

This release has 4,589 views and 3,336 web crawler hits across all websites & networks.

Release Views & Web Crawler Hits



- Views on Our Websites
- Mobile views on our apps & website
- Views on Our Network
- Web Crawler Hits

Websites	Views/Hits
Views On Our Websites	2,095
Mobile Views On Our Apps & Websites	2,284
✓ Views On Our Network (63)	210
Not Available	16
WTVM ABC-9 (Columbus, GA)	14
KFMB-TV CBS-8 (San Diego, CA)	14
Andhra News	14
Bizjournals.com, Inc.	9
WTOG CBS-11 (Savannah, GA)	8
Los Angeles Business from bizjournals	7
WCMH-TV NBC-4 (Columbus, OH)	6
KOLD CBS-13 (Tucson, AZ)	6
WLOX ABC-13 (Biloxi, MS)	5
Trade Nosis	5
WWBT NBC-12 (Richmond, VA)	4
WVNS-TV CBS-59 (Ghent, WV)	4
WFLA-TV NBC-8 (Tampa, FL)	4
WALB NBC-10 (Albany, GA)	4
WAFF NBC-48 (Huntsville, AL)	4
TheStreet.com	4
KUSI-TV IND-51 (San Diego, CA)	4
KHQ-TV NBC-6 (Spokane, WA)	4
KFVS CBS-12 (Cape Girardeau, MO)	4
KAIT ABC-8 (Jonesboro, AR)	4
Buckaroo	4
WSFA NBC-12 (Montgomery, AL)	3
WISTV NBC-10 (Columbia, SC)	3
Total	7,925

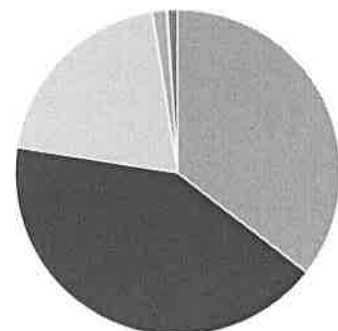
Websites	Views/Hits
KOTV-TV CBS-6 (Tulsa, OK)	3
KNDO-TV NBC / KNDU-TV NBC (Kennewick, WA)	3
WUPV-TV CW-65 (Ashland, VA)	2
WMC NBC-5 (Memphis, TN)	2
WMBF NBC-32 (Myrtle Beach, SC)	2
WFLX FOX-29 (West Palm Beach, FL)	2
WFIE NBC-14 (Evansville, IN)	2
WDAM NBC-7 (Hattiesburg-Laurel, MS)	2
WAVE NBC-3 (Louisville, KY)	2
WAFB CBS-9 (Baton Rouge, LA)	2
KTRE ABC-9 (Lufkin, TX)	2
KHNL-TV NBC-8 (Honolulu, HI)	2
KFMB 100.7 Jack-FM (San Diego, CA)	2
KCBD NBC-11 (Lubbock, TX)	2
Aviation Today	2
WXIX FOX-19 (Cincinnati, OH)	1
WVUE-TV FOX-8 (New Orleans, LA)	1
WSAV-TV NBC-3 (Savannah, GA)	1
WRCB-TV NBC-3 (Chattanooga, TN)	1
WRBL-TV CBS-3 (Columbus, GA)	1
WOIO CBS-19 (Cleveland, OH)	1
WNCT-TV CBS-9 (Greenville, NC)	1
WLBT NBC-3 (Jackson, MS)	1
WGFL-TV CBS-4 (Gainesville, FL)	1
WCBF-TV NBC-2 (Mt. Pleasant, SC)	1
WCAX CBS-3 (Burlington, VT)	1
WBOY-TV NBC-12 (Clarksburg, WV)	1
Ticker Technologies	1
The Street Mobile	1
Sacramento Business Journal	1
KWTV-TV CBS-9 (Oklahoma City, OK)	1
Total	7,925

Websites	Views/Hits
KWES-TV NBC-9 (Midland, TX)	1
KTEN NBC-10 (Denison, TX)	1
KPTM-TV FOX-42 (Omaha, NE)	1
KLKN ABC-8 (Lincoln, NE)	1
KFVE MyNetworkTV-5 (Honolulu, HI)	1
iStockAnalyst	1
InvestorPoint.com	1
Business Today [India]	1
Web Crawler Hits	3,336
Total	7,925

Traffic Sources

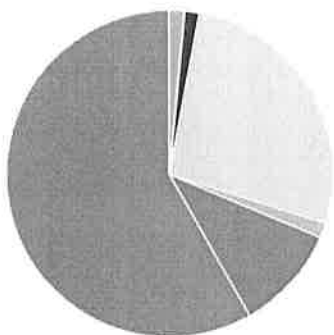
See where your traffic originated, whether from search engines, social networks, or other sources, or how many visits were directly to the release. ?

Traffic Sources	Instances
Direct	1,504
▼ Search Engines (8)	1,780
Google	1,721
Yahoo!	23
AOL	14
Ask.com	8
Comcast	6
Bing	3
DuckDuckGo	3
Naver	2
▼ Social Media (2)	846
Facebook	839
Twitter	7
▼ Our Sites (1)	59
prnewswire.com	59
▼ Webmail (3)	4
Total	4,235



Direct
 Search Engines
 Social Media
 Our Sites
 Webmail
 Other Sites

Traffic Sources	Instances
uswebmail.mail.163.com	2
mail.163.com	1
mail.qq.com	1
▼ Other Sites (24)	42
pattaya-addicts.com	7
mb.clarkhoward.com	4
us.wow.com	3
search.mywebsearch.com	3
feedly.com	2
isearch.avg.com	2
search.daum.net	2
home.suddenlink.net	2
sys-con.com	2
search.earthlink.net	1
politicalstew.com	1
search.media.telstra.com.au	1
cfauth.com	1
cnbc.com	1
search.wn.com	1
bizjournals.com	1
cox.com	1
search.juno.com	1
wistv.com	1
wsvm.com	1
virtualpressoffice.com	1
reuters.com	1
search.smartshopping.com	1
armstrongmywire.com	1
Total	4,235



■ <https://airlinesettlement>
■ <https://airlinesettlement.com>
■ www.airlinesettlement.com
■ cotchett hausfeld settlemen...
■ airline settlement
■ The rest

Search Engine Keywords

The search terms that visitors to your release use to find it. Note that Google increasingly does not make this data available. ?

Google keywords not available: 1133

Google	www.airlinesettlement.com
	airline settlement
	cotchett pitrie & mccarthy and hausfeld airlines
	new zealand airlines
	class action airline
	class action pacific flights
	airlines settlement
	web www.airlinesettlements.com .
	air class action
	airline tickets
	airlinesettlement
	asia airline sue
	qantass class action
	snoopes class action lawsuit flight to asia
	transpacific airline settlement
	airline settlement asia
	new zealand airline settlemt
	transpacific air settlement united
	class action lawsuit airline pacific flights
	class action lawsuit airline ticket to australia
	how does the pacific affect settlement
	http://www.pnnewswire.com/news-releases/settlements-affect-purchasers-of-airlin
	transpacific air settlements
Bing	the ticket included at least one flight segment between the u.s. and asia or oce
	class action against airlines between australia and new zealand
	class action suit for airline tickets to new zealand
Ask Jeeves	https://airlinesettlement
	https://airlinesettlement.com
Total	

	www.airlinesettlement.com
	Not Available
AOL	www.airlinesettlement.com
	cotchett hausfeld settlement air price
	airline settlement
	class action lawsuit new zealand flight
	class action lawsuits airlines
	china airline fare reimbursement settlement
	lawsuit airline tickets to australia
	asia airlines class action suit
Total	

Audience

144

Media Views

479

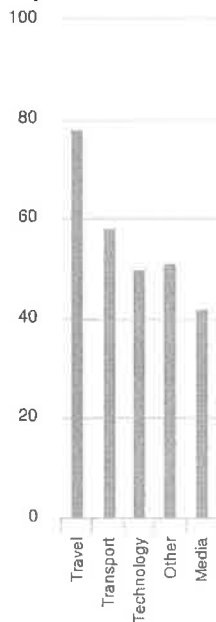
Organization Views

Audience Summary

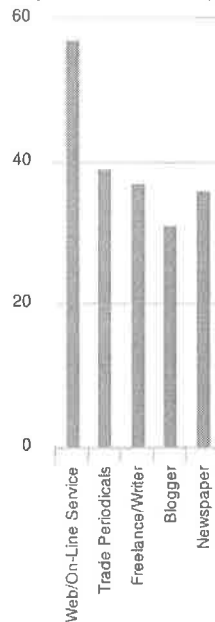
Media Demographics

A break down of the industries covered, the media types and the locations of the journalists & bloggers accessing your release on PR Newswire for Journalists.

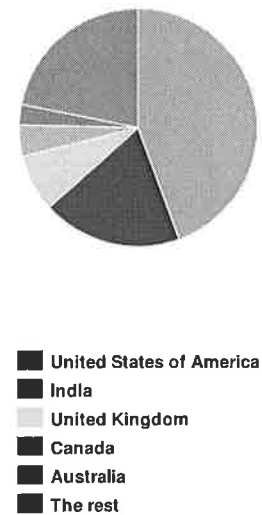
Top Industries



Top Media Types



Top Countries



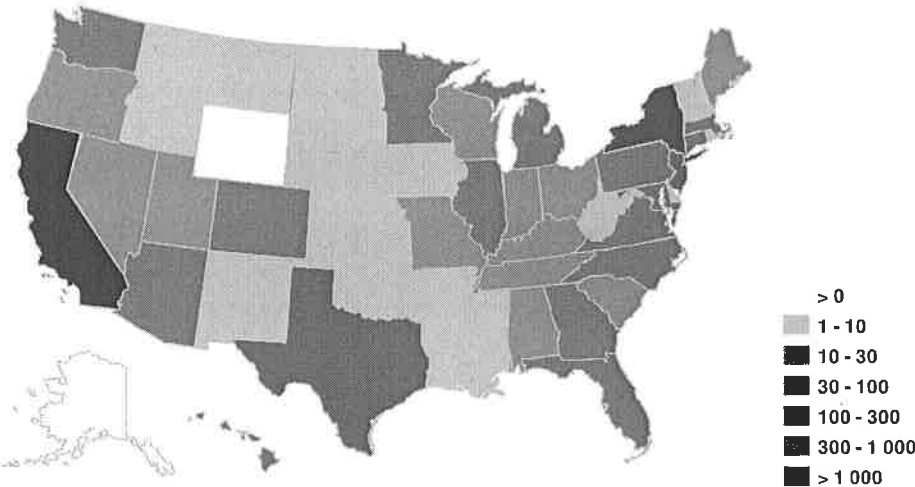
Geo-segmentation

See where views of your release originated. ?

Views by country



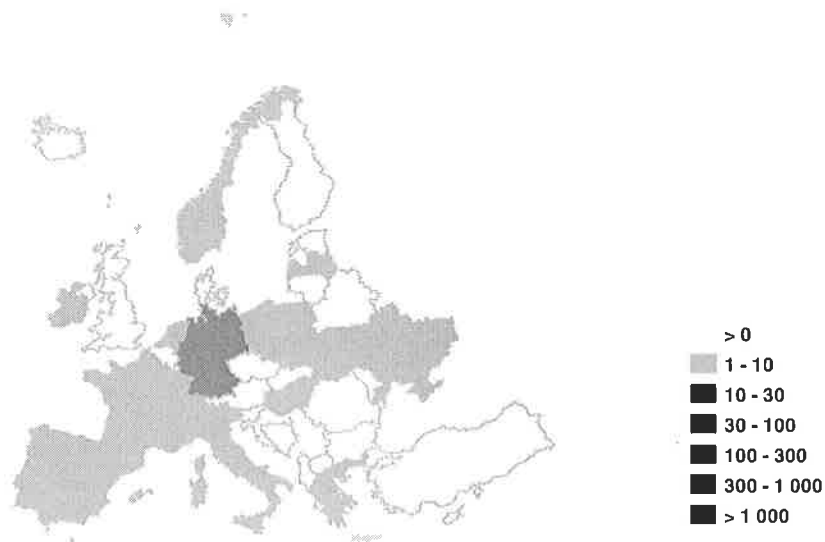
Views by state



Views by province



Views by country



Audience Details

Media Views

See the details of each media outlet from PR Newswire for Journalists that viewed your release.

Outlet	Industry	Media Type	Location	Views ▼
NewsRX	Other	Other	UNITED STATES OF AMERICA	3
eTurboNews	Travel	Newspaper	UNITED STATES OF AMERICA	3
Global Print Monitor	Auto, Consumer Products, Energy, Environment, Features, General Business, Heavy Industry, Media, Other, Technology	Trade Periodicals, Web/On-Line Service	GERMANY	2
The Daily Herald (WA)	General Business, Heavy Industry, Public Issues, Transport	Newspaper, Web/On-Line Service	UNITED STATES OF AMERICA	2
Total				144

Coastlines Magazine, South Florida, TCPalm - Jupiter, Florida	Consumer Products, Features, Healthcare, Travel	Consumer Periodicals, Freelance/Writer, Newspaper, Trade Periodicals	UNITED STATES OF AMERICA	2
The Final Call	Environment, Features, General Business, Healthcare, Other, Public Issues	Freelance/Writer, Newspaper, Web/On-Line Service	UNITED STATES OF AMERICA	2
ITP Publishing	Entertainment, Features, General Business, Other, Public Issues, Technology, Travel	Other	UNITED ARAB EMIRATES	1
Gingerich Media	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Technology, Transport, Travel	Freelance/Writer, Newspaper, Other, Radio, Trade Periodicals, Web/On-Line Service	GERMANY	1
Mint	Broadcast, Consumer Products, Energy, Entertainment, Financial Services, General Business, Public Issues, Travel	Newspaper	INDIA	1
Agencia Estado	Financial Services, General Business	Web/On-Line Service	UNITED STATES OF AMERICA	1
Dainik Bhaskar	Auto, Other	Web/On-Line Service	INDIA	1
Aray Systems	Healthcare	Web/On-Line Service	INDIA	1
Airlines Lounge	Transport	Blogger	CANADA	1
PR Newswire	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger, Consumer Periodicals, Newspaper, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	INDIA	1
BMI Publishing	Transport, Travel	Trade Periodicals	UNITED KINGDOM	1
Luxechronicle	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Freelance/Writer	INDIA	1
Quartz	Consumer Products, Financial Services, General Business, Media, Technology, Transport, Travel	Web/On-Line Service	UNITED STATES OF AMERICA	1
CSR Digest	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Web/On-Line Service	INDIA	1
Anico	Consumer Products	Web/On-Line Service	INDIA	1
CS Direkt	Entertainment	Freelance/Writer	INDIA	1
Air Info	Transport	Blogger	FRANCE	1
Signal-x (WIR)	Technology	Web/On-Line Service	INDIA	1
JFM	Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Media, Other, Public Issues, Technology, Transport, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Other, Trade Periodicals, Web/On-Line Service	UNITED STATES OF AMERICA	1
Six Miles Out	Technology, Transport, Travel	Blogger	UNITED STATES OF AMERICA	1
Travelling Rooster Inc	Auto, Entertainment, Transport, Travel	Blogger	UNITED STATES OF AMERICA	1
News Frenzy	Entertainment, Features, Media, Other, Public Issues, Travel	Blogger, Freelance/Writer	UNITED STATES OF AMERICA	1
Total				144

VWM	Consumer Products	Trade Periodicals	UNITED STATES OF AMERICA	1
Bhopal Samachar	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger	INDIA	1
Axel Springer Media Group	Travel	Newspaper	GERMANY	1
JDL Multimedia LLC	Transport	Freelance/Writer	UNITED STATES OF AMERICA	1
China Business News	Financial Services	Newspaper	UNITED STATES OF AMERICA	1
Triangle Business Journal	Energy, Environment, General Business, Transport, Travel	Newspaper	UNITED STATES OF AMERICA	1
Cognizant	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Web/On-Line Service	INDIA	1
MMI Online	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	INDIA	1
eTurboNews	Travel	Web/On-Line Service	UNITED STATES OF AMERICA	1
Basex, Accura Media Group, Frequent Business Traveler	Auto, Technology, Travel	Trade Periodicals	UNITED STATES OF AMERICA	1
Login Media Publishing	Entertainment	Other	INDIA	1
AON	Technology, Travel	Other	INDIA	1
Equitas Holding Private Limited	Financial Services	Other	INDIA	1
A Life In The day Of	Travel	Blogger	CANADA	1
www.ENGINEERING.com	Technology	Web/On-Line Service	CANADA	1
Ping Digital Broadcast Pvt Ltd	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Web/On-Line Service	INDIA	1
Enjoy Unlimited Holidays	Travel	Blogger	INDIA	1
Airport Rivals	Media, Transport, Travel	Web/On-Line Service	UNITED STATES OF AMERICA	1
Straatosphere	Auto, Consumer Products, Entertainment, Features, Media, Sports, Technology, Travel	Freelance/Writer, Web/On-Line Service	SINGAPORE	1
Synergy Magazine	Healthcare	Trade Periodicals	AUSTRALIA	1
Saffron Synergies	Travel	Trade Periodicals	INDIA	1
				1
rajasthan patrika	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	INDIA	1
Total				144

TS 2020 NY	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Web/On-Line Service	UNITED STATES OF AMERICA	1
Secklow Sounds	Travel	Blogger, Freelance/Writer, Radio, Web/On-Line Service	UNITED KINGDOM	1
FT	Heavy Industry	Newspaper	UNITED KINGDOM	1
ShoppingSpirit.pt	Broadcast, Consumer Products, Entertainment, Environment, Features, General Business, Healthcare, Media, Other, Technology, Transport, Travel	Consumer Periodicals, Newspaper, Other, Web/On-Line Service	PORTUGAL	1
Future of Transport Communication Platform	Auto, Energy, Environment, Technology, Transport	Newspaper, Trade Periodicals, Web/On-Line Service	ROMANIA	1
Findable.in	Other	Web/On-Line Service	INDIA	1
CouponDaddy	Consumer Products, Financial Services, General Business, Media, Technology, Travel	Blogger, Freelance/Writer	INDIA	1
				1
International Journal of Pharmacy and Technology	Public Issues	Newspaper	INDIA	1
Wingborn Ltd	Transport	Freelance/Writer	CANADA	1
Afeez Aziz & Co	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger	MALAYSIA	1
Aviation Week	Transport, Travel	Trade Periodicals	UNITED STATES OF AMERICA	1
Emerging Enterprises	Travel	Trade Periodicals	INDIA	1
Airways News	Energy, Financial Services, Heavy Industry, Technology, Transport, Travel	Consumer Periodicals, Freelance/Writer, Trade Periodicals	UNITED STATES OF AMERICA	1
Transdev Group	Transport	Other	FRANCE	1
techmediapolitics.com	Public Issues, Technology	Blogger	INDIA	1
NRIT media	Auto, Consumer Products, Entertainment, Sports, Technology, Travel	Trade Periodicals, Web/On-Line Service	NETHERLANDS	1
Black El Paso Chronicle	Consumer Products, Entertainment, Environment, General Business, Healthcare, Media, Other, Public Issues, Sports, Technology, Travel	Blogger, Freelance/Writer, Newspaper, Radio, Television	UNITED STATES OF AMERICA	1
Travel & Tourism News Middle East	Travel	Trade Periodicals, Web/On-Line Service	UNITED ARAB EMIRATES	1
Flywheel	Auto, Healthcare, Heavy Industry, Media, Technology, Transport, Travel	Blogger, Freelance/Writer, Newspaper	INDIA	1
Healtheventz	Broadcast, Environment, Healthcare	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	INDIA	1
www.nextfm.gr	Entertainment	Radio	GREECE	1
Wolters Kluwer Health	Healthcare	Trade Periodicals	UNITED STATES OF AMERICA	1
Total				144

Flightglobal	Other	Trade Periodicals	UNITED STATES OF AMERICA	1
The Arizona Republic	Public Issues	Newspaper	UNITED STATES OF AMERICA	1
SFist.com (Gothamist.com)	Auto, Entertainment, Media, Other, Public Issues, Technology, Transport	Blogger	UNITED STATES OF AMERICA	1
KULT ROCK	Auto, Broadcast, Consumer Products, Energy, Entertainment, Features, Financial Services, Healthcare, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Consumer Periodicals	ITALY	1
944 magazine	Broadcast, Consumer Products, Entertainment, Features, Healthcare, Media, Travel	Freelance/Writer	UNITED STATES OF AMERICA	1
Shephard Press	Transport, Travel	Consumer Periodicals, Web/On-Line Service	UNITED KINGDOM	1
Atlanta Journal-Constitution	Transport	Newspaper	UNITED STATES OF AMERICA	1
Aircraft Commerce	Other	Trade Periodicals	UNITED KINGDOM	1
Houston Family Magazine	Other	Consumer Periodicals	UNITED STATES OF AMERICA	1
asian age, mumbai	General Business, Travel	Freelance/Writer, Web/On-Line Service	UNITED KINGDOM	1
Freelancer	Features, General Business, Public Issues, Travel	Freelance/Writer	UNITED STATES OF AMERICA	1
Latitudes & Attitudes	Features, Financial Services, General Business, Public Issues, Technology, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Trade Periodicals, Web/On-Line Service	FRANCE	1
INVESTIR	Auto	Consumer Periodicals	FRANCE	1
The Citizen newspaper	Features, Media, Other, Public Issues, Sports, Transport, Travel	Newspaper	SOUTH AFRICA	1
China Computerworld	Features, Financial Services, Technology	Other	CHINA	1
Turkish Radio and Television	Broadcast	Television	UNITED STATES OF AMERICA	1
Central Valley Business Times (CA)	Other	Freelance/Writer, Newspaper, Radio, Television, Web/On-Line Service	UNITED STATES OF AMERICA	1
Seattle Post-Intelligencer	Media	Newspaper	UNITED STATES OF AMERICA	1
Cheap Charlie / AOL	Other	Web/On-Line Service	UNITED STATES OF AMERICA	1
North Bay Business Journal	Other	Newspaper	UNITED STATES OF AMERICA	1
The Associated Press	Other	Other	THAILAND	1
iZoom.com	Auto, Other, Transport	Other, Web/On-Line Service	UNITED STATES OF AMERICA	1
Ultio LLC	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Newspaper, Web/On-Line Service	UNITED STATES OF AMERICA	1
TravelDailyNews	Transport, Travel	Trade Periodicals, Web/On-Line Service	GREECE	1
The Woman's Newspapers	Auto, Broadcast, Consumer Products, Energy, Entertainment, Features, Financial Services, Healthcare, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Newspaper	UNITED STATES OF AMERICA	1
Business Mirror	Features, Other, Technology	Newspaper	PHILIPPINES	1
Total				144

Travel Daily	Travel	Trade Periodicals	AUSTRALIA	1
Mealey Publications	Other	Trade Periodicals	UNITED STATES OF AMERICA	1
ResourceShelf.Com	Entertainment, Financial Services, Media, Other, Technology	Web/On-Line Service	UNITED STATES OF AMERICA	1
ABA Journal	Media, Other	Blogger, Trade Periodicals, Web/On-Line Service	UNITED STATES OF AMERICA	1
Flightglobal	Other, Transport	Trade Periodicals, Web/On-Line Service, Wire Service	SINGAPORE	1
Airline Weekly	Other	Trade Periodicals	UNITED STATES OF AMERICA	1
Radio Sur Adeje	Broadcast, Features, Public Issues, Sports, Travel	Blogger, Freelance/Writer, Radio	SPAIN	1
FLight Global	Transport, Travel	Trade Periodicals, Web/On-Line Service	UNITED STATES OF AMERICA	1
TTR Weekly - Ross Publishing Ltd	Environment, Features, Healthcare, Public Issues, Sports, Technology, Transport, Travel	Newspaper, Trade Periodicals, Web/On-Line Service	THAILAND	1
WOOD RADIO	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Radio	UNITED STATES OF AMERICA	1
Aviation Tribune	Heavy Industry, Transport, Travel	Web/On-Line Service	SPAIN	1
Business News Network	Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Public Issues, Sports, Technology, Transport, Travel	Television	CANADA	1
AAA Highroads, WanderWithWonder.com	Features, Media, Other, Transport, Travel	Blogger, Consumer Periodicals, Freelance/Writer	UNITED STATES OF AMERICA	1
Global Legal Group	Financial Services, General Business	Trade Periodicals	UNITED KINGDOM	1
Avionics Intelligence, Military & Aerospace Electronics, Avionics International	Other, Technology	Web/On-Line Service	UNITED STATES OF AMERICA	1
MIDWEST RADIO	Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Media, Public Issues, Technology, Transport, Travel	Blogger, Freelance/Writer, Web/On-Line Service	UNITED STATES OF AMERICA	1
www.airlinepassengerguru.com	Travel	Web/On-Line Service	NETHERLANDS	1
Daily Commercial Record	Other	Other	UNITED STATES OF AMERICA	1
International Air Power Review	Heavy Industry, Other, Technology	Freelance/Writer	CANADA	1
About.com	General Business, Transport, Travel	Blogger, Freelance/Writer, Web/On-Line Service	UNITED STATES OF AMERICA	1
My Cruise Magazine	Travel	Consumer Periodicals	UNITED KINGDOM	1
EVA International Media Ltd	Transport	Trade Periodicals	UNITED KINGDOM	1
Detroit Free Press	Energy, Healthcare, Media, Technology	Freelance/Writer	UNITED STATES OF AMERICA	1
Khaleej Times	Features, Travel	Blogger, Newspaper, Radio, Web/On-Line Service	UNITED ARAB EMIRATES	1
Examiner.com	Auto, General Business, Public Issues, Transport, Travel	Freelance/Writer, Web/On-Line Service	UNITED STATES OF AMERICA	1
Total				144

3CR Community Radio	Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Healthcare, Media, Other, Public Issues, Technology, Transport, Travel	Radio	AUSTRALIA	1
Fly News	Environment, Financial Services, Transport, Travel	Other	SPAIN	1
PR Newswire	Auto, General Business, Media	Freelance/Writer	CHINA	1
Travel And Hospitality	Travel	Trade Periodicals	INDIA	1
ABC News radio	Auto, Broadcast, Consumer Products, Entertainment, Features, General Business, Media, Technology, Transport, Travel	Radio	UNITED STATES OF AMERICA	1
Newsquest	Auto, Consumer Products, Energy, Environment, Features, Financial Services, General Business, Heavy Industry, Media, Public Issues, Technology, Transport, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Trade Periodicals, Web/On-Line Service	UNITED KINGDOM	1
Flightglobal	Transport, Travel	Trade Periodicals	UNITED STATES OF AMERICA	1
Airport World	Auto, Transport	Trade Periodicals	UNITED STATES OF AMERICA	1
T3	Entertainment, Media, Technology, Transport	Blogger, Freelance/Writer	UNITED KINGDOM	1
DEANStravel.com	Travel	Blogger, Freelance/Writer, Web/On-Line Service	UNITED STATES OF AMERICA	1
Castleford Media Pty Ltd	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Web/On-Line Service	AUSTRALIA	1
Traffil.com	Travel	Web/On-Line Service	HUNGARY	1
The Examiner	Travel	Blogger, Freelance/Writer, Other, Web/On-Line Service	UNITED STATES OF AMERICA	1
Total				144

Organization Views

See which organizations have viewed your release ?

Organization	Headquarters	Country	Location	Parent Organization	Industry	Views ▼
COLLETTE VACATIONS	162 Middle Street	US	UNITED STATES			40
On Lok	1333 Bush Street	US	UNITED STATES	On Lok, Inc.	Non-Profit	24
CSL Next G		HK	HONG KONG			20
DOMAIN FIVE ENTERPRISES LIMITED		HK	HONG KONG			12
National Institutes of Health	9000 Rockville Pike	US	UNITED STATES	Gillis W Long Hrsens Dsase Center	Healthcare, Pharmaceuticals, & Biotech	6
Spark New Zealand Trading Ltd		NZ	NEW ZEALAND			5
U.S. Environmental Protection Agency	NC 54 at Alexander Drive NW	US	UNITED STATES	United States Environmental Protection Agency	Manufacturing	5
CHUNG-ANG UNIVERSITY		KR	KOREA, REPUBLIC OF		Education	5
COHEN MILSTEIN & TOLL, T/A HAUSFELD & CO. LLP		UK	UNITED KINGDOM			4
Total						479

MessageLabs Sydney		AU	AUSTRALIA			4
Department of Veterans Affairs	810 Vermont Ave., NW	US	UNITED STATES	US Department of Veterans Affairs	Financial Services	4
Capital One Financial Corporation	1680 Capital One Drive	US	UNITED STATES			4
SPARK NEW ZEALAND TRADING LIMITED		NZ	NEW ZEALAND			4
University of Southern California	3434 South Grand Avenue Information Technology Services	US	UNITED STATES	University of Southern California	Education	4
SurfControl, Inc.	10240 Sorrento Valley Road	US	UNITED STATES			4
Meredith Corp.	1716 Locust St.	US	UNITED STATES	Meredith Corp	Retail	4
SOURCECORP	14881 Quorum Drive, Suite 450	US	UNITED STATES	SOURCECORP, Inc.	Consumer Services	3
University of California - Office of the President	Information Technology Services 1111 Franklin Street	US	UNITED STATES		Education	3
ACH FOODS COMPANIES, INC.	7171 GOODLETT FARMS PKWY.	US	UNITED STATES			3
Intel Corporation	2200 Mission College Blvd., P.O. Box 58119	US	UNITED STATES	Intel Corporation	Computers & Electronics	3
Apple Inc.	20400 Stevens Creek Blvd., City Center Bldg 3	US	UNITED STATES	Apple Inc.	Computers & Electronics	3
VALENCIA SHORES	7751 VALENCIA SHORES DR	US	UNITED STATES			3
CTM		MO	MACAO			3
24/7 Distribution Pty Ltd		AU	AUSTRALIA			3
The Goldman Sachs Group, Inc.	200 West Street	US	UNITED STATES	Goldman Sachs	Financial Services	3
American Express Travel Related Services Company, Inc		UK	UNITED KINGDOM			3
American Express		AU	AUSTRALIA	American Express	Financial Services	3
MobileOne Ltd		SG	SINGAPORE			3
St. Joseph Health System	500 S. Main St.	US	UNITED STATES	St. Joseph Health System	Healthcare, Pharmaceuticals, & Biotech	3
HEALTH EAST	1700 UNIVERSITY AVE W	US	UNITED STATES	HealthEast Care System	Healthcare, Pharmaceuticals, & Biotech	3
Fleishman Hillard	Hoisting Center Address		UNITED STATES	Omnicom	Business Services	2
Northrop Grumman Corp.	Northrop Grumman Corporation 925 South Oyster Bay Road	US	UNITED STATES	Northrop Grumman Corporation	Manufacturing	2
Free Mobile SAS		FR	FRANCE			2
Automatic, Inc	60 29th Street #343	US	UNITED STATES	Automatic, Inc.	Computers & Electronics	2
Air New Zealand		NZ	NEW ZEALAND	Air New Zealand	Business Services	2
Cathay Pacific Airways Ltd	360 Post Street Ste 300	US	UNITED STATES	Cathay Pacific Airways Limited	Transportation & Storage	2
Cisco Systems, Inc.	170 West Tasman Drive	US	UNITED STATES	Cisco Systems, Inc.	Computers & Electronics	2
Cathay Pacific Airways Ltd.		HK	HONG KONG	Cathay Pacific Airways Limited	Transportation & Storage	2
American Airlines Incorporated	P.O.Box 619616 MD 5306	US	UNITED STATES	American Airlines	Travel, Recreation, and Leisure	2
HOGAN HARTSON	555 NW 13TH ST	US	UNITED STATES	Hogan & Lovells LLP	Consumer Services	2
Purdue University	Information Technology 155 S. Grant Street	US	UNITED STATES	Purdue University	Education	2
SPACE SYSTEMS/LORAL, INC.	3825 Fabian Way	US	UNITED STATES	Loral Space & Communications	Other	2
Total						479

CBS Corporation	524 West 57th Street	US	UNITED STATES	CBS Corporation	Media & Entertainment	2
Duke University	334 Blackwell St. Suite 2106	US	UNITED STATES	Duke University	Education	2
HCA Hospital Corporation of America	2555 Park Plaza	US	UNITED STATES	HCA Inc.	Healthcare, Pharmaceuticals, & Biotech	2
Barclays Capital	27 Commerce Dr	US	UNITED STATES	Barclays PLC	Financial Services	2
JPMorgan Chase & Co.	120 Broadway	US	UNITED STATES	JPMorgan Chase & Co.	Financial Services	2
The Johns Hopkins Medical Institutions	600 North Wolfe Street	US	UNITED STATES			2
Massachusetts Institute of Technology	Room W92-167 77 Massachusetts Avenue	US	UNITED STATES		Education	2
State of Utah	1 State Office Building 6th Floor	US	UNITED STATES	State of Utah	Business Services	2
Eastar Technology,		HK	HONG KONG			2
MX Logic, Inc.	9781 South Meridian Blvd, Suite 400	US	UNITED STATES	McAfee	Manufacturing	2
Union Bank of California	1980 Saturn St.	US	UNITED STATES	Union Bank	Financial Services	2
Stanford University	241 Panama Street Pine Hall, room 125	US	UNITED STATES	Stanford University	Education	2
METTERS INDUSTRIES INC	8200 GREENSBORO DR # 500		UNITED STATES			2
Squar, Milner, Peterson, Miranda & Williamson, CPA, LLP	4100 Newport Place, Third Floor	US	UNITED STATES			2
Clemson University	130 McGinly Court Poole Hall Rm 11	US	UNITED STATES			2
Pivotal Labs	731 Market St	US	UNITED STATES	Pivotal Labs	Business Services	2
VOGUS PTY LTD		AU	NEW ZEALAND			2
Gilder Gagnon Howe & Co.	1775 Broadway	US	UNITED STATES	Gilder, Gagon, Howe	Business Services	2
NATIONAL HEALTHCARE GROUP		SG	SINGAPORE			2
MERIDIAN GROUP HOLDINGS PTE LTD		SG	SINGAPORE			2
Ymobile Corporation		JP	JAPAN			2
33 Ubi Avenue 3		SG	SINGAPORE			2
TUNG HO MULTIMEDIA CO, Ltd.		TW	TAIWAN, PROVINCE OF CHINA			2
FUJITSU LIMITED		JP	JAPAN	Fujitsu Limited	Computers & Electronics	2
CHILDRENS HOSPITAL OF THE KINGS DAUGHTER	807 REDGATE AVE FL 1	US	UNITED STATES			2
Kordia Ltd		NZ	NEW ZEALAND			2
Ultimate Software	4950 Communications Ave, Suite 110	US	UNITED STATES	The Ultimate Software Group, Inc.	Software & Internet	2
San Francisco State University	1600 Holloway Avenue	US	UNITED STATES		Education	2
EMC Corporation	32 Coslin Drive	US	UNITED STATES	EMC Corporation	Manufacturing	2
Glencore Ltd.	301 Tresser Blvd.	US	UNITED STATES	Glencore International PLC	Wholesale & Distribution	2
Regents College		UK	UNITED KINGDOM		Education	2
O.B.H. BV		NL	NETHERLANDS			1
Expedia, Inc.	333 108th Ave. NE	US	UNITED STATES	Expedia, Inc.	Travel, Recreation, and Leisure	1
Advance 2000, Inc.	1140 Wehrle Dr	US	UNITED STATES			1
UCS Ltd		NZ	NEW ZEALAND			1
Latvijas Mobilais Telefons SIA		LV	LATVIA			1
Total						479

JSM Management, Inc.	505 S. Fifth Street	US	UNITED STATES			1
UOB KAY HIAN PTE LTD		SG	SINGAPORE			1
San Francisco Unified School District	Lowell High School	US	UNITED STATES	San Francisco Unified School District	Education	1
Fairfax Media Limited		AU	AUSTRALIA			1
"Ballicom" JSC		LV	LATVIA			1
METRO AT SHOWPLACE SQUARE	660 KING STREET	US	UNITED STATES			1
Southern California Edison	2255 Walnut Grove Ave	US	UNITED STATES	Edison International	Business Services	1
RD Legal Group, LLC.	45 Legion Dr		UNITED STATES			1
SCOTT R HALLOIN & ASSOCIATES SC	1245 N WATER	US	UNITED STATES			1
University of California at Berkeley	IST Telecommunications 2484 Shattuck Ave, #1640	US	UNITED STATES		Education	1
DUANE, MORRIS HECKSCHE	1 LIBERTY PLACE	US	UNITED STATES	Duane Morris LLP	Business Services	1
PONTIFICAL NORTH AMERICAN COLLEGE - Rome		IT	ITALY		Education	1
United States Senate	2 MASSACHUSETTS AVENUE, N.E. 6TH FLOOR	US	UNITED STATES	United States Senate	Government	1
Fullerton Community College	321 East Chapman Avenue	US	UNITED STATES		Education	1
Houghton College	1 Willard Avenue	US	UNITED STATES		Education	1
AIR-PIPE, LLC.	17813 E. Appleway Ave.	US	UNITED STATES			1
Integrated Computing	2950 Aloma Ave. Suite 405	US	UNITED STATES			1
QUESTEX MEDIA GROUP LLC	757 3RD AVENUE	US	UNITED STATES			1
HEALTH NET INC	12033 Foundation Place	US	UNITED STATES			1
Oracle Corporation	500 Oracle Parkway Attn: Charles Hrynowski	US	UNITED STATES	Oracle Corporation	Software & Internet	1
GoGrid, LLC	2 Harrison Street Suite 200	US	UNITED STATES	Gogrid	Computers & Electronics	1
Musicam USA	670 North Beers Street Bldg. #4	US	UNITED STATES			1
EXTENDED STAY		US	UNITED STATES			1
GPRS		TH	THAILAND			1
ATOS ORIGIN	5350 NE DAWSON CREEK DR	US	UNITED STATES	Alos Origh NA, Inc.	Computers & Electronics	1
Facebook Inc	1601 Willow Road	US	UNITED STATES			1
University of Washington	4545 15th Ave NE	US	UNITED STATES		Education	1
The University Of Texas M.D. Anderson Cancer Center	1155 Pressler Street	US	UNITED STATES	MD Anderson Cancer Center	Education	1
Triple P	1201 LINCOLN ST	US	UNITED STATES			1
Exelis	1650 Tysons Blvd Suite 1700	US	UNITED STATES			1
Westat, Inc.	Attn: Network Technical Systems	US	UNITED STATES	Westat, Inc.	Healthcare, Pharmaceuticals, & Biotech	1
Worcester Polytechnic Institute	100 Institute Road	US	UNITED STATES	Worcester Polytechnic Institute		1
Medical Professional Mutual Ins. Co.	101 Arch St 4th floor		UNITED STATES			1
Edward D. Jones and Company	201 Progress Parkway	US	UNITED STATES	Edward Jones	Financial Services	1
Bristol Tennessee Essential Services	P.O. Box 549	US	UNITED STATES	Bristol Tennessee Essential Services	Energy & Utilities	1
Lewis & Clark College	0615 SW Palatine Hill Rd MSC 97	US	UNITED STATES		Education	1
Total						479

SBS - MASON	2 CORPORATE DR # 200	US	UNITED STATES			1
Solar Turbines, Inc., MZ G1	2200 Pacific Highway	US	UNITED STATES	Caterpillar Solar Turbines	Energy & Utilities	1
Cisco Systems Ironport Division	170 West Tasman Drive	US	UNITED STATES			1
WS/ACS INC/ACS	4920 CAMPBELLS RUN RD # 1	US	UNITED STATES	Xerox Corporation	Computers & Electronics	1
Merck and Co., Inc.	126 East Lincoln Avenue	US	UNITED STATES	Merck & Co., Inc.	Healthcare, Pharmaceuticals, & Biotech	1
Alameda County Office of Education	313 W. Winton	US	UNITED STATES	Alameda County Office of Education	Education	1
Micron Technology	8000 S. Federal Way P.O. Box 6	US	UNITED STATES	Micron Technology, Inc.	Computers & Electronics	1
Riddhi Consultancy		IN				1
BNP Paribas		UK	UNITED KINGDOM	BNP Paribas	Business Services	1
Ny Botanical Gardens	2900 Southern Blvd	US	UNITED STATES	The New York Botanical Garden	Non-Profit	1
University of Wisconsin - Stout	Administration Building 18	US	UNITED STATES	University of Wisconsin-Stout	Education	1
Indiana Department of Education	115 W Washington Street, South Tower, Suite 600	US	UNITED STATES			1
University of North Texas	PO BOX 305398 ISB 119 - Computing and Information Technology Center	US	UNITED STATES	University of North Texas	Education	1
Partners HealthCare System Inc.	Brigham & Womens Hospital Information Systems 10 Vining Street 800 Boylston St., Ste. 1150	US	UNITED STATES	Partners HealthCare System Inc.	Healthcare, Pharmaceuticals, & Biotech	1
Athenahealth	311 Arsenal Street	US	UNITED STATES	athenahealth	Healthcare, Pharmaceuticals, & Biotech	1
PENCOM		US	UNITED STATES			1
RKON Technologies	820 W. Jackson, Suite 550	US	UNITED STATES	RKON Technologies	Computers & Electronics	1
MEDIAYOG LLC	10362 Greenwood Ct	US	UNITED STATES			1
Dalrix Limited		UK	UNITED KINGDOM			1
NANOPHASE		US	UNITED STATES			1
KORNSTEIN VEISZ WEXLER	757 3RD AVE	US	UNITED STATES			1
Dow Jones-Telerate	4300 North Route 1 Bldg. 1	US	UNITED STATES	Dow Jones & Company	Financial Services	1
TEZPUR UNIVERSITY, TEZPUR		IN	INDIA		Education	1
Hermes of Paris Inc	55 East 59th, 3rd Floor		UNITED STATES			1
EUROPLAY CAPITAL ADVISORS LLC	15260 VENTURA BL	US	UNITED STATES			1
Indiana Legislative Services Agency	200 W WASHINGTON ST	US	UNITED STATES			1
The Scripps Research Institute	10550 North Torrey Pines Road	US	UNITED STATES	The Scripps Research Institute	Agriculture & Mining	1
CoreExpress	600 W. 7th Street	US	UNITED STATES	CalPOP.com, Inc.	Consumer Services	1
Belrun Limited		UK	UNITED KINGDOM			1
NWT Residential Site		HK	HONG KONG			1
BCL NORTH, D - 184, Okhla Industrial Estate, Phase - 1, Delhi		IN	INDIA			1
Diagnostic Imaging	P.O. Box 111692	US	UNITED STATES			1
Diyixian.com Limited		HK	HONG KONG			1
Remote		UK	UNITED KINGDOM			1
Total						479

UnitedHealth Group Incorporated	IP & DNS Team 6150 Trenton Lane	US	UNITED STATES	UnitedHealth Group Inc.	Healthcare, Pharmaceuticals, & Biotech	1
The Hongkong and Shanghai Banking Corp Ltd		HK	HONG KONG			1
Clearwater Capital Partners		HK	HONG KONG			1
Novus Entertainment Inc.	300-112 E 3rd Ave.	CA	CANADA	Novus Entertainment, Inc.	Business Services	1
10VAQW 1199 SEIU NATIONAL BENEFIT FUND	330 W 42ND ST # 6	US	UNITED STATES			1
Freescall Semiconductor, Inc.	6501 William Cannon Drive	US	UNITED STATES	Freescall Semiconductor Inc	Computers & Electronics	1
FacSet Research Systems, Inc.	601 Meritt 7	US	UNITED STATES	FacSet Research Systems Inc.	Business Services	1
Company "BEST" with additional responsibility		UA	UKRAINE			1
U.S. Department of State	2201 C Street NW	US	UNITED STATES	U.S. Department of State	Government	1
United States Geological Survey	809 National Center	US	UNITED STATES	United States Geological Survey	Business Services	1
Grand Circle Travel	347 congress st	US				1
Baker, Donaldson, Bearman & Caldwell	3414 PEACHTREE RD NE	US	UNITED STATES			1
Providence Health & Services	1801 Lind Ave.	US	UNITED STATES	Providence Health & Services	Healthcare, Pharmaceuticals, & Biotech	1
Diamond Computer Company	FRS	US	UNITED STATES			1
WECOM INC	120 E VAN BUREN ST BLDG MAIN FLR 1 RM MAIN	US	UNITED STATES	W Ecom Inc	Business Services	1
DEMCO_INC/HMS			UNITED STATES			1
Alberta Health Services	16th Floor 10004 104 Avenue	CA	CANADA	Alberta Health Services	Healthcare, Pharmaceuticals, & Biotech	1
Fisher Bio Services Inc	14665 Rothgeb Dr	US	UNITED STATES			1
International Monetary Fund	700 19th Street, NW	US	UNITED STATES			1
General Services Administration	19th & F Street, NW	US	UNITED STATES	US General Services Administration (GSA)	Non-Profit	1
CUSTOMER ASSET CONSULTING	1870 N ROSELLE RD	US	UNITED STATES			1
WEWORK MANAGEMENT LLC	79 MADISON AVE, 12 / E: BLDG.79 FLR.2 RM.Data	US	UNITED STATES			1
AAA NORTHERN CALIFORNIA, NEVAD	11085 Sun Center Dr N/A	US	UNITED STATES			1
Bloomberg Financial Market	731 Lexington Avenue	US	UNITED STATES	Bloomberg LP	Financial Services	1
University of California, San Diego	Administrative Computing & Telecommunications Altn: Hostmaster	US	UNITED STATES		Education	1
University of Wisconsin Madison	1210 W Dayton B332	US	UNITED STATES		Education	1
TRADEMARK	10720 PRESTON RD STE 100	US	UNITED STATES			1
Jud, Kesler03282013201333100	Hosting Center Address		UNITED STATES			1
Ames Laboratory	Iowa State University 334 TASF	US	UNITED STATES	Iowa State University	Transportation & Storage	1
Harvard-Smithsonian Center for Astrophysics	60 Garden Street	US	UNITED STATES	Harvard University	Consumer Services	1
Pixar	1200 Park Avenue	US	UNITED STATES	Pixar Animation Studios	Media & Entertainment	1
San Diego County Office of Education	6401 Linda Vista	US	UNITED STATES	San Diego County Office of Education	Education	1
Grouphealth Global Benefit Systems Inc	Not Defined		CANADA			1
Wolfram Research, Inc.	100 Trade Center Drive	US	UNITED STATES	Wolfram Research, Inc.	Software & Internet	1
Total						479

Super Micro Computer, Inc	Hosting Center Address		UNITED STATES	Super Micro Computer, Inc.	Computers & Electronics	1
eCMM Services Inc.	8001 IRVINE CENTER DR Suite 800	US	UNITED STATES			1
RTKL ASSOC INC	901 South Bond Street		UNITED STATES			1
Jasper Technologies Inc	1735 Lundy Ave	US	UNITED STATES			1
Stevens Institute of Technology	Castle Point on Hudson	US	UNITED STATES	Stevens Institute of Technology	Real Estate & Construction	1
KE-ing Co., Ltd		TW	TAIWAN, PROVINCE OF CHINA			1
Columbia University	612 W 115TH ST	US	UNITED STATES	Columbia University.	Education	1
Montana Opticom, LLC	144 Quail Run Road	US	UNITED STATES			1
State of New Mexico	715 Alta Vista	US	UNITED STATES	State of New Mexico	Computers & Electronics	1
Brooklyn College	2900 Bedford Ave		UNITED STATES		Education	1
State University of New York at Buffalo	305 Computing Center	US	UNITED STATES	State University of New York at Buffalo	Education	1
AMGEN, Inc.	One Amgen Center Drive	US	UNITED STATES	Amgen Inc	Healthcare, Pharmaceuticals, & Biotech	1
O'Brien & Gere LLP	3 Park Ave, 29th Floor		UNITED STATES			1
Austrade		AU	AUSTRALIA	Austrade	Business Services	1
Fix Ip for corporate customer		TH	THAILAND			1
Freehills		AU	AUSTRALIA	Freehills	Business Services	1
CONCEC	Edif. Centrum, Av. Fco de Orellana y Alberto Borge, 1, 3er Piso 5834 - Guayaquil -	EC	ECUADOR			1
Mitsubishi International Corp	7 Teleport Drive	US	UNITED STATES			1
HDR, Inc.	8404 Indian Hills Drive	US	UNITED STATES	HDR, Inc	Real Estate & Construction	1
Engenius Technologies	1580 Scenic AVE	US	UNITED STATES	Engenius Technologies Inc	Computers & Electronics	1
University of California, Los Angeles	UCLA Communications Technology Services 741 Charles E. Young Drive South	US	UNITED STATES		Education	1
MAINE BUREAU OF TAXATION	OIT NETWORK SERVICES DIVISION STATE HOUSE STATION 145	US	UNITED STATES	State of Maine	Manufacturing	1
MA/R/C INC	7850 North Bell Line Road	US	UNITED STATES	Marc Research	Business Services	1
State Farm Mutual Automobile Insurance Company	3 State Farm Plaza South	US	UNITED STATES	State Farm Mutual Automobile Insurance Company	Financial Services	1
University of Toronto	Information & Technology Services ROOM 101C	CA	CANADA	University of Toronto	Education	1
Cerner Corporation	2800 Rockcreek Parkway	US	UNITED STATES	Cerner Corporation	Software & Internet	1
Optus Macquarie Park (OCS)		AU	AUSTRALIA			1
The University of Melbourne		AU	AUSTRALIA		Education	1
Brisbane City Council		AU	AUSTRALIA			1
MSI SHIP MANAGEMENT PTE LTD		SG	SINGAPORE			1
KWAN YONG CONSTRUCTION PTE LTD		SG	SINGAPORE			1
EMPIRE WEST PLASTIC INC		US	UNITED STATES			1
My Net Fone Limited		AU	AUSTRALIA			1
New Zealand Technology Group Limited		NZ	NEW ZEALAND			1
Total						479

UCA VICTAS 1		AU	AUSTRALIA			1
FJ BENJAMIN HOLDINGS LTD		SG	SINGAPORE			1
2degrees Mobile Limited		NZ	NEW ZEALAND			1
Federal Aviation Administration	MMAC P.O. Box 25082	US	UNITED STATES	Federal Aviation Administration	Government	1
Shared Services Canada	434 Queen Street PO Box 9808 STN T CSC	CA	CANADA			1
City of Los Angeles	200 N. Main St.	US	UNITED STATES	City of Los Angeles	Consumer Services	1
Xilinx Incorporated	2100 Logic Drive	US	UNITED STATES	Xilinx, Inc.	Computers & Electronics	1
MLB ADVANCED MEDIA, LP.	75 9TH AVE	US	UNITED STATES			1
WAL-MART GLOBAL WEBOPS	850 CHERRY AVE	US	UNITED STATES			1
Sam Associates	2225 TARAVAL ST	US	UNITED STATES			1
Flip Services Limited		NZ	NEW ZEALAND			1
Applied Materials, Inc.	3050 Bowers Avenue	US	UNITED STATES	Applied Materials, Inc.	Computers & Electronics	1
Carnegie Mellon University	Cyber Hall 215 5000 Forbes Avenue	US	UNITED STATES		Education	1
kbco CO. Ltd.		TW	TAIWAN, PROVINCE OF CHINA			1
City of Oakland	1330 Broadway, 2nd. Floor	US	UNITED STATES	The City of Oakland California	Government	1
ARINC, Inc.	2551 Riva Road	US	UNITED STATES	ARINC Incorporated	Computers & Electronics	1
Filarity Corporation	17011 Beach Blvd, Suite 550	US	UNITED STATES			1
BIGLOBE Inc.		JP	JAPAN			1
University of Pennsylvania	3401 Walnut Street Suite 221A	US	UNITED STATES	University of Pennsylvania	Education	1
University of Northumbria at Newcastle		UK	UNITED KINGDOM		Education	1
York Region District School Board	60 Wellington Street West	CA	CANADA	York Region District School Board	Education	1
Massachusetts General Hospital	Fruit Street	US	UNITED STATES	Mass General Hospital	Computers & Electronics	1
LCC Terminal, Jalan KLIA S3		MY	MALAYSIA			1
CITEC		AU	AUSTRALIA	CITEC	Telecommunications	1
SKYBANK		NG	NIGERIA			1
State of Colorado General Government Computer	690 Kipling St.	US	UNITED STATES	Colorado State Government.	Financial Services	1
State of South Carolina	4430 Broad River Road	US	UNITED STATES	South Carolina, State of		1
Oregon State University	Network Services Mline Hall 217	US	UNITED STATES	Oregon State University	Education	1
National Aeronautics and Space Administration	IS05/Office of the Chief Information Officer	US	UNITED STATES	National Aeronautics and Space Administration (NASA)	Business Services	1
Salesforce.com, Inc.	1 Market Street	US	UNITED STATES	Salesforce.com, Inc.	Software & Internet	1
Saint Gobain DSI Groupe		FR	UNITED STATES	Saint-Gobain Corporation	Manufacturing	1
The Juilliard School	60 Lincoln Center Plaza	US	UNITED STATES			1
NSW Department of Education and Communities		AU	AUSTRALIA			1
VIA IP Pty. Ltd.		AU	AUSTRALIA			1
1959 PALOMAR OAKS, L.P.	1959 PALOMAR OAKS WY	US	UNITED STATES			1
The MathWorks Incorporated	3 Apple Hill Dr.	US	UNITED STATES	The MathWorks, Inc.	Software & Internet	1
Total						479

Wal-Mart Stores, Inc.	702 S. W. 8th Street	US	UNITED STATES	Wal-Mart Stores, Inc.	Retail	1
University of California San Francisco	Room MU-G14 500 Parnassus Avenue	US	UNITED STATES		Education	1
WORLD JOURNAL INC	1588 CORPORATE CENTER DR	US	UNITED STATES			1
Besso Ltd		UK	UNITED KINGDOM			1
University of Rhode Island	University of Rhode Island 048 Tyler Hall	US	UNITED STATES		Education	1
Clarendon House		FJ	FUJI	Clarendon House	Business Services	1
Challenger Group Services Ltd		AU	AUSTRALIA			1
DOM-INT		NZ	NEW ZEALAND			1
Marvel Studios, LLC	1600 Rosecrans Ave Bldg 7A, Suite 110	US	UNITED STATES			1
Nationwide Mutual Insurance Company	One Nationwide Plaza	US	UNITED STATES	Nationwide Insurance Company	Financial Services	1
University of Sydney		AU	AUSTRALIA	University of Sydney	Education	1
HIP SHING HONG (AGENCY) LTD - KINCHENG BANK BUILDING		HK	HONG KONG			1
COLVILLE CONFEDERATED TRIBES	P.O. BOX 150	US	UNITED STATES			1
KT Corporation Jeongja-dong Bundang-gu Seongnam-si Gyeonggi-do		KR	KOREA, REPUBLIC OF			1
The Boeing Company	The Boeing Company	US	UNITED STATES	The Boeing Company	Computers & Electronics	1
Blue Cross Blue Shield	225 N. Michigan Ave	US	UNITED STATES	Blue Cross & Blue Shield Association	Financial Services	1
Cadence Design Systems, Inc.	2655 Seely Ave	US	UNITED STATES	Cadence Design Systems, Inc.	Computers & Electronics	1
American Express Company	19640 N. 31st Ave.	US	UNITED STATES	American Express	Financial Services	1
Victoria Police		AU	AUSTRALIA			1
FreeBit Co.,Ltd.		JP	JAPAN			1
Intrade Industries Inc	2559 S EAST AVE	US	UNITED STATES			1
First Advantage Membership Services INC.	12395 FIRST AMERICAN WAY	US	UNITED STATES			1
Texas A&M University	Networking & Information Security MS 3472	US	UNITED STATES		Education	1
Total						479

Twitter Audience

The twitter accounts that have engaged with your release. See the tweets in the Engagement tab.

Total Followers: 7,362



aeropolitics @aeropolitics

989 Followers



ANZ News @AirNZnews

59 Followers



buddha wild movie @buddhawild

879 Followers



Japan Airlines News @JapanAirNews

474 Followers



Kevin Mitchell @BTCNewsFeed

932 Followers



PR Newswire Airlines @prnairlines

1,762 Followers



PRNlegal @PRNlegal

165 Followers



PRNtrnsp @PRNtrnsp

915 Followers



Sandra Gabriel @cafegabriel

969 Followers



Thai Airways News @ThaiAirNews

218 Followers

Engagement

1,163

Total Engagement
Actions

1,095

Click-throughs

58

Shares

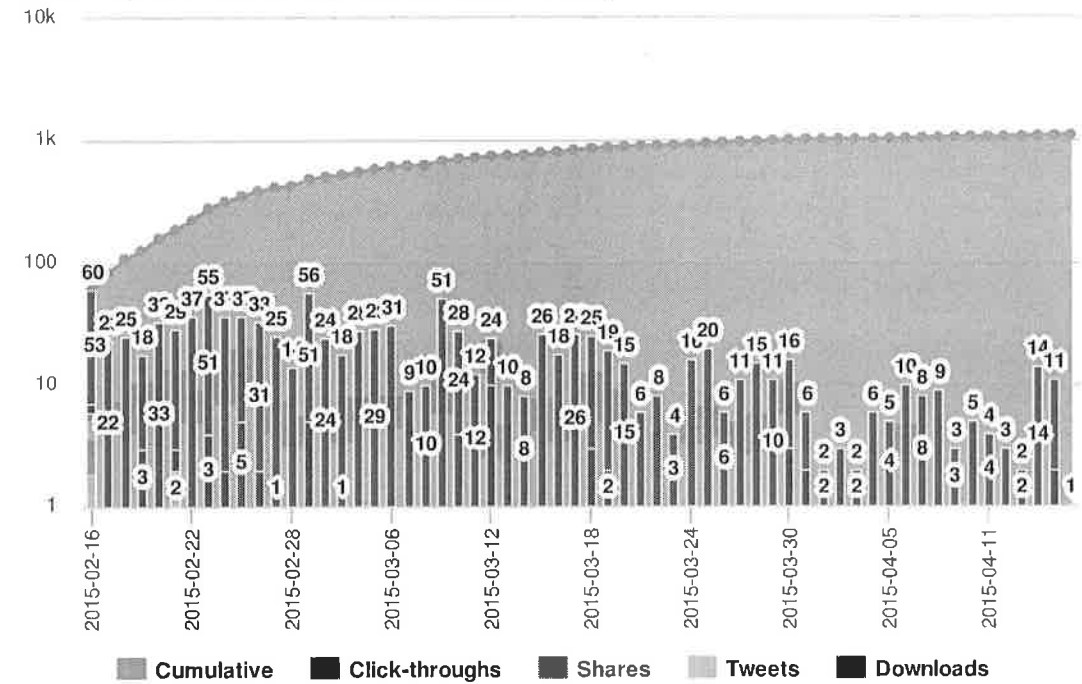
10

Tweets

Engagement Summary

Engagement Timeline

See when your audience engaged with your release.



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of times your release sent visitors to the pages you linked to

URL	Click-throughs
http://www.airlinesettlement.com/	1,093
Total	1,095

URL	Click-throughs
http://translate.googleusercontent.com/translate_c?depth=1&hl=ja&prev=search&rurl=translate.google.co.jp&sl=en&u=http://www.airlinesettlement.com/&usg=ALkJrhicXkl5xofog2fzM_eKv_s8_qpV_A	1
http://translate.googleusercontent.com/translate_c?depth=1&hl=ja&prev=search&rurl=translate.google.co.jp&sl=en&u=http://www.airlinesettlement.com/&usg=ALkJrhidc1yT9MIDI0RZ5oGEUujSEK_kRQ	1
Total	1,095

Shares

A breakdown of the types of sharing your release generated.

Type of share	Shares
Print	31
Twitter	4
Facebook	11
LinkedIn	1
Google+	1
Email	10
Total Shares	58

Tweets

Your release was mentioned in 10 tweets and 0 retweets so far, with an estimated total audience of 7,362 followers.



aeropolitics @aeropolitics

Posted on 2015-02-16 15:01:30

989 Followers

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pac... <http://t.co/B3oGYPwYhi>
View on Twitter



ANZ News @AirNZnews

Posted on 2015-02-23 17:13:04

59 Followers

Settlements Affect Purchasers of #Airline Tickets between the U.S. and Asia ... - @PRNewswire (PR)
<http://t.co/H17CnMm1Rm>
View on Twitter

buddha wild movie @buddhawild

Posted on 2015-02-21 01:01:07

879 Followers

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia,... -- SAN FRANCISCO, ...
<http://t.co/jNu8vRKALZ>
[View on Twitter](#)



Japan Airlines News @JapanAirNews

Posted on 2015-02-17 09:26:06

474 Followers

Settlements Affect Purchasers of #Airline Tickets between the U.S. and Asia ... - @PRNewswire (PR)
<http://t.co/l6ozLXXcGf>
[View on Twitter](#)



Kevin Mitchell @BTCNewsFeed

Posted on 2015-02-16 10:01:19

932 Followers

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia ... - PR Newswire (press release) <http://t.co/AK5litExrl>
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EXHIBIT 5

Distribution

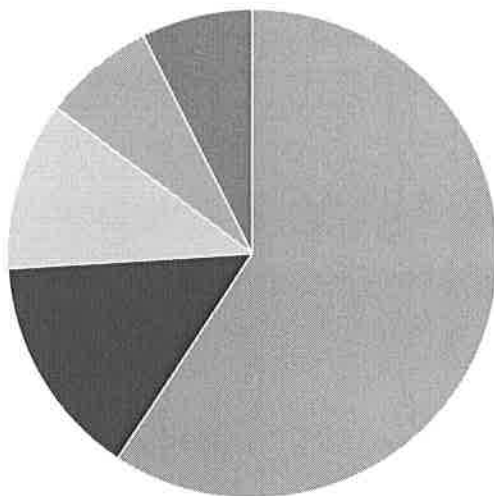
27
Websites

135,000
Total Potential Audience

Distribution Summary

See the types of websites your release posted to, and the industries they cover.

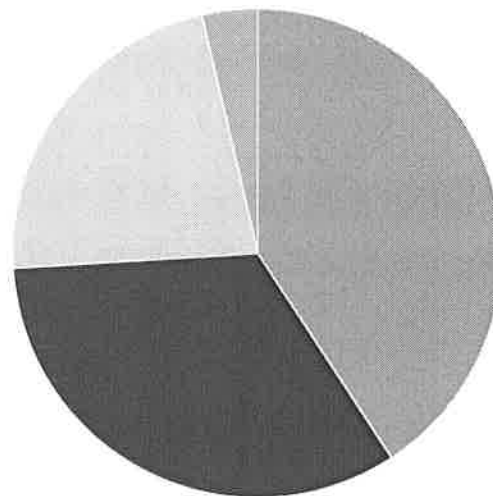
Website Type



■ News & Information Service
 ■ PR Newswire ■ Trade Pub
 ■ Newspaper ■ Portal

Website Type	Websites
News & Information Service	16
PR Newswire	4
Trade Pub	3
Newspaper	2
Portal	2
Total Number of Websites	27

Website Industry



■ Media & Information ■ Other
 ■ Financial ■ Transportation



















Website Industry	Websites
Media & Information	11
Other	9
Financial	6
Transportation	1
Total Number of Websites	27










Distribution Details

The details of each component of your online distribution.

Online Distribution

27 postings to websites on our network have been found, with a total potential audience of 135,000 ? visitors per day.

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼	
 Yahoo! Finance	Yahool Singapore	Singapore	Portal	Media & Information	129,000
 myiris	Myiris.com	India	News & Information Service	Media & Information	6,000
 NEWS PR	News-pr.in	India	News & Information Service	Other	Not available
 Alpes News	AlpesNews	Global	News & Information Service	Media & Information	Not available
 wallstreet:online	wallstreet:online	Germany	Trade Pub	Financial	Not available
 tivarati.com	Tivarati	Thailand	News & Information Service	Media & Information	Not available
 The Telegraph	Telegraph India	India	Newspaper	Media & Information	Not available
 Stocklink	Stocklink	Norway	News & Information Service	Financial	Not available
 SHARES	Shares Investment	Singapore	News & Information Service	Financial	Not available
 PTI	Press Trust of India	India	News & Information Service	Other	Not available
 PR Newswire	PR Newswire Sweden	Sweden	PR Newswire	Other	Not available
 PR Newswire	PR Newswire UK	United Kingdom	PR Newswire	Media & Information	Not available
 PR Newswire	PR Newswire India	India	PR Newswire	Media & Information	Not available
 ht syndication	HT Syndication	India	News & Information Service	Other	Not available
 FPA	Foreign Press Association	United States	News & Information Service	Other	Not available
 FinanzNachrichten.de	FinanzNachrichten.de (ABC New Media AG)	Germany	Trade Pub	Financial	Not available
 EMSF-LISBON	EMSF-Lisbon	Portugal	News & Information Service	Media & Information	Not available
 comunicati.net	Comunicati.net	Italy	News & Information Service	Media & Information	Not available

Name of Website or Media Outlet	Location	Website Type	Industry	Audience ▼
 Antara News	Indonesia	News & Information Service	Other	Not available
 AeroMoring	France	Portal	Transportation	Not available
 AD HOC NEWS	Germany	News & Information Service	Media & Information	Not available
 88iv	Hong Kong	News & Information Service	Financial	Not available
 The Jakarta Post	Indonesia	Newspaper	Other	Not available
 NYCLA - New York County Lawyers' Association	United States	News & Information Service	Other	Not available
 Webindia123.com	India	Trade Pub	Financial	Not available
 Scoopasia	Singapore	News & Information Service	Other	Not available
 PR Newswire Asia	China	PR Newswire	Media & Information	Not available

Visitors per Day data from comScore, Inc is used to provide an indication of the potential audience for your press release. comScore, Inc does not provide data for all websites in our network.

Traffic

38

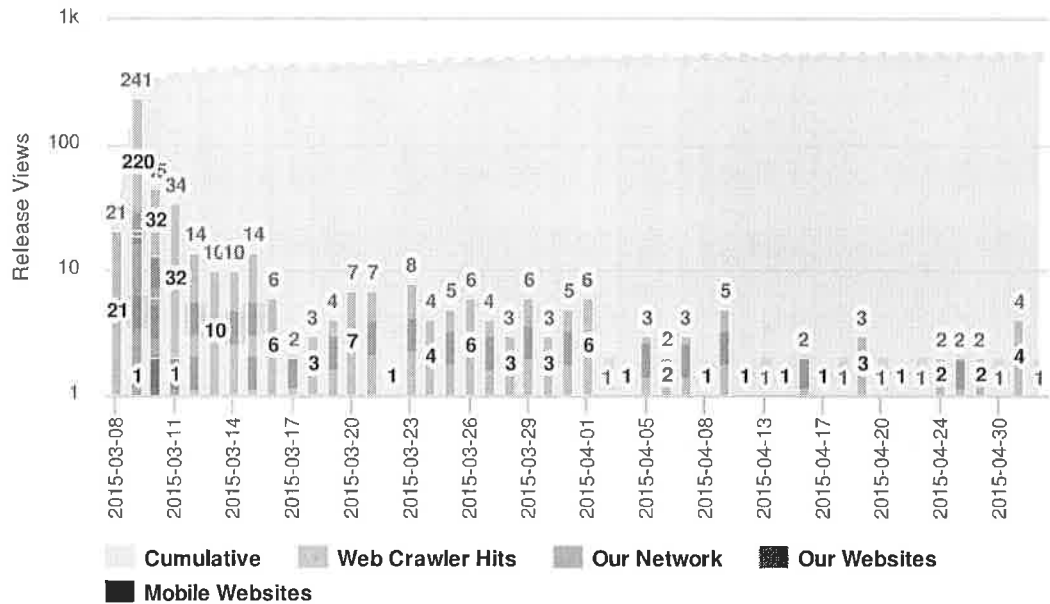
Release Views

Traffic Summary

Release Views Trends

See when the traffic to your release occurred.

Total Release Views by Day



Traffic by Asset

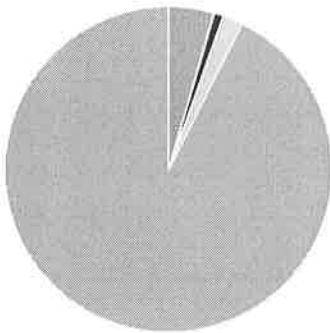
Views, plays and downloads of your release and any assets you included with it. Any views, etc. of assets that can not be linked directly to this release are shown against each other further below

Settlements Affect Purchasers of Airline Tickets between the U.S. and Asia, Australia, New Zealand, or the Pacific Islands	38 views 472 web crawler hits
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Traffic Details

This release has 38 views and 472 web crawler hits across all websites & networks.

Release Views & Web Crawler Hits



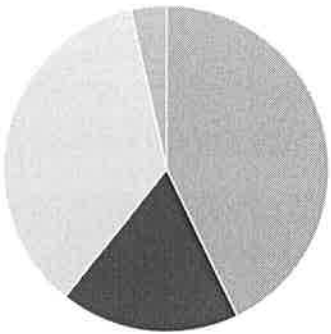
Websites	Views/Hits
Views On Our Websites	23
Mobile Views On Our Apps & Websites	5
Views On Our Network (3)	10
Webindia123.com	8
Telegraph India	1
Smart Tech Today	1
Web Crawler Hits	472
Total	510

- Views on Our Websites
- Mobile views on our apps & website:
- Views on Our Network
- Web Crawler Hits

Traffic Sources

See where your traffic originated, whether from search engines, social networks, or other sources, or how many visits were directly to the release. ?

Traffic Sources	Instances
Direct	12
Search Engines (3)	5
Google	2
Bing	2
Yahoo!	1
Our Sites (2)	10
prnewswire.co.in	9
prnewswire.co.uk	1
Other Sites (1)	1
client.manzama.com	1
Total	28



- Direct
- Search Engines
- Our Sites
- Other Sites

Search Engine Keywords

The search terms that visitors to your release use to find it. Note that Google increasingly does not make this data available. ?

Google keywords not available: 2

Bing	travel news australia	1
Total		1

Audience



Audience Summary

Geo-segmentation

See where views of your release originated. ⓘ

Views by country



Views by state



Views by province



Views by country



Audience Details

Organization Views

See which organizations have viewed your release ?

Organization	Headquarters	Country	Location	Parent Organization	Industry	Views
Cognizant Technology Solution India Pvt Ltd, India Net block		US	INDIA			1
Sidley and Austin	One South Dearborn	US	UNITED STATES	Sidley Austin LLP	Business Services	1
Total						2

Engagement

3

Total Engagement Actions

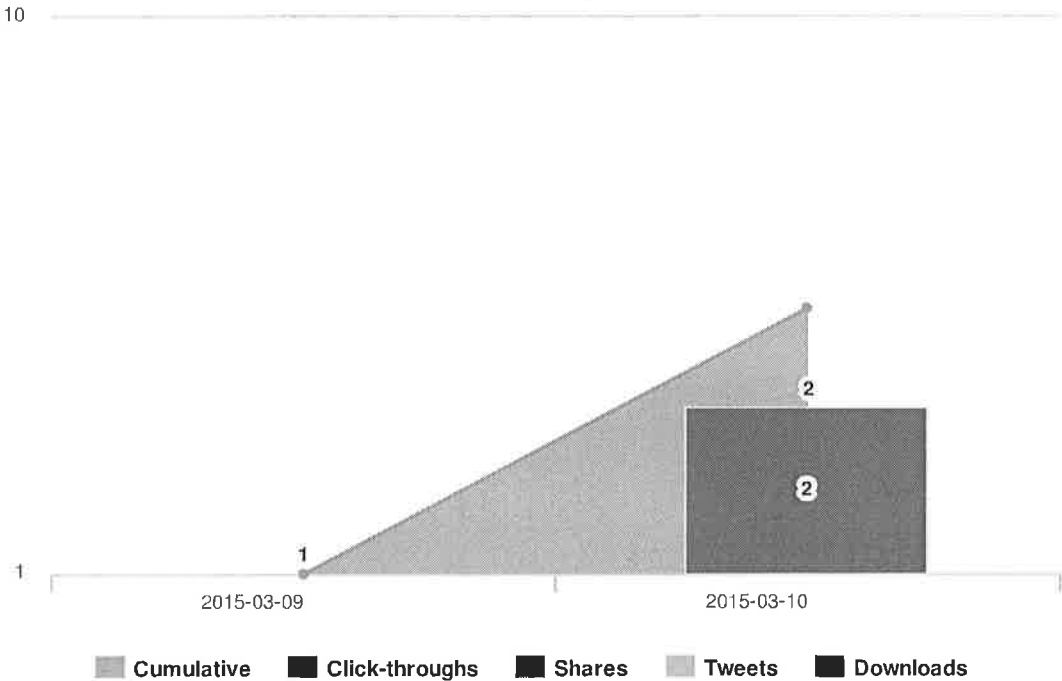
3

Click-throughs

Engagement Summary

Engagement Timeline

See when your audience engaged with your release.



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of times your release sent visitors to the pages you linked to

URL	Click-throughs
http://www.airlinesettlement.com/	3
Total	3

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EXHIBIT 6



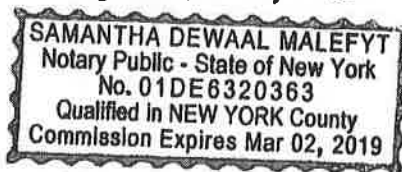
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', '150202-1914-SF-Indonesia-Kompass' and 'LF-Final-fortranslation_Baha' are, to the best of my knowledge and belief, a true and accurate translation from English to Indonesian.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public



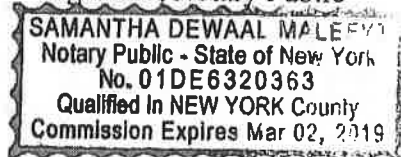
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', 'Soy-Source', 'SanDiego-Yo-Yo', 'NY-Japan', 'Lighthouse-LA', Atlanta-Shimpo', '150202-1914-SF-Japan-Yomiuri Shimbun', '150202-1914-SF-Japan-Asahi Shimbun', '150107-1914-LF-Final-fortranslation', '150105-1914-LF-Final-approvedbyclient', '141222-1914-SF-US-Final-approvedbyclient' and '141222-1914-SF-US-Final' are, to the best of my knowledge and belief, a true and accurate translation from English to Japanese.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public



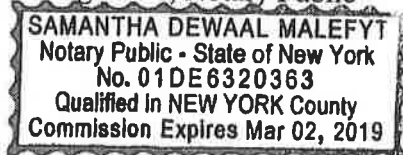
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', '140106-1914-SF-Cambodia', '150202-1914-SF-Cambodia-Koh Santepheap' and '150107-1914-LF-Final-
fortranslation' are, to the best of my knowledge and belief, a true and accurate translation
from English to Khmer.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public



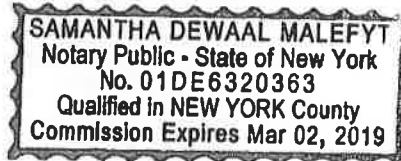
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', 'Chosum-Ilbo_180mmX167mm', '150202-1914-SF-Korea-Chosun Ilbo' and '150107-1914-LF-Final-translation' are, to the best of my knowledge and belief, a true and accurate translation from English to Korean.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public

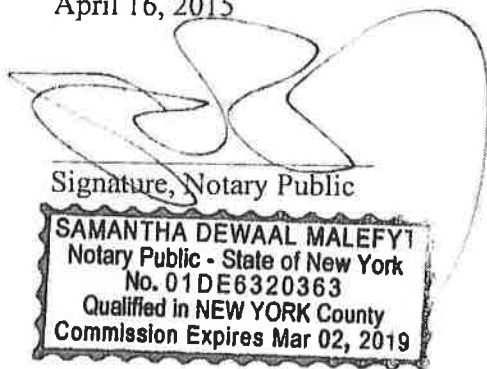


TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', '140106-1914-SF-Malaysia', '140106-1914-SF-Singapore Holdings Ltd', '150202-1914-SF-Malaysia-Malay-BeritaHarian', '150202-1914-SF-Malaysia-SimplifiedChinese-SinChewDaily' and '150107-1914-LF-Final-fortranslation' are, to the best of my knowledge and belief, a true and accurate translation from English to Malay.

Sworn to before me this
April 16, 2015



Stamp, Notary Public



TRANSPERFECT

City of New York, State of New York, County of New York

I, Adrian Voss, hereby certify that the documents 'Banner Ad', '140106-1914-SF-CH-BeijingEveningNews', '140106-1914-SF-CH-StraigNews', '140106-1914-SF-CH-XinMinEveningNews', '140106-1914-SF-Singapore Holdings Ltd', '140106-1914-SF-Singapore', '150107-1914-LF-Final-fortranslation', '5.19X6.29_ML-ZHCN', '140106-1914-SF-CH-China Evening News_ZH-CN' and '150202-1914-SF-Malaysia-SimplifiedChinese-SinChewDaily' are, to the best of my knowledge and belief, a true and accurate translation from English to Simplified Chinese.

Sworn to before me this
April 16, 2015

Signature, Notary Public

SAMANTHA DEWAAL MALEFYT
Notary Public - State of New York
No. 01DE6320363
Qualified in NEW YORK County
Commission Expires Mar 02, 2019

Stamp, Notary Public

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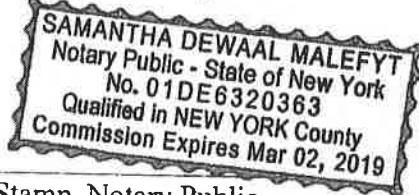
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', '150202-1914-SF-Thailand-Matichon', '150202-1914-SF-Thailand-Thairath', and '150107-1914-LF-Final-
fortranslation' are, to the best of my knowledge and belief, a true and accurate translation from English to Thai.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public

NEW
YORK



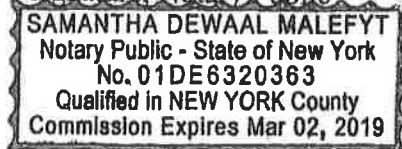
TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', 'Liberty Times', '150202-1914-SF-Taiwan-UnitedDailyNews', '150202-1914-SF-Taiwan-LibertyTimes', '140106-1914-SF-Metro Hong Kong', '140106-1914-SF-HK-HeadlineDaily', '140106-1914-SF-HK-AM730', '150107-1914-LF-Final-fortranslation', '150105-1914-LF-Final-approvedbyclient' and '141222-1914-SF-US-Final-approvedbyclient' are, to the best of my knowledge and belief, a true and accurate translation from English to Traditional Chinese.

Sworn to before me this
April 16, 2015

Signature, Notary Public



Stamp, Notary Public

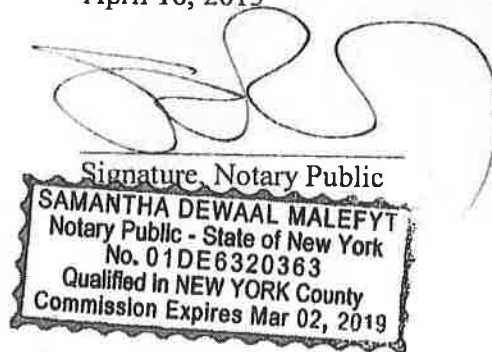


TRANSPERFECT

City of New York, State of New York, County of New York

I, Senida Kuljancic, hereby certify that the documents 'Banner Ad', '140106-1914-SF-Vietnam-Cong An Tp Hcm', '140106-1914-SF-Vietnam-Tuoi Tre', and '150107-1914-LF-Final-fortranslation' are, to the best of my knowledge and belief, a true and accurate translation from English to Vietnamese.

Sworn to before me this
April 16, 2015



Stamp, Notary Public

EXHIBIT 7

Must Be Postmarked
No Later Than
September 19, 2015

FOR OFFICIAL USE ONLY

03

Page 1 of 4



- CFW

TRANSPACIFIC AIR TRANSPORTATION SETTLEMENT CLAIM FORM

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Provided that the Court finally approves the Settlements, you must complete and submit a Claim Form online or mail a paper Claim Form. The earliest deadline to submit a Claim Form is **September 19, 2015**, but you will have 120 days after the Settlements become final and effective to file your claim. Claim Forms may be submitted online at www.AirlineSettlement.com or by mail to: Transpacific Air Settlement, P.O. Box 2209, Faribault, MN 55021-1609, USA.

A. Class Member Information

Name: Amy Yang

Person to Contact in Regard to this Claim: Amy Yang

Street Address: 6005 Ridge View Drive

City: Alexandria

State: VA

Country: USA

Zip: 22310

Daytime Telephone Number: (410) 207-8745

Email Address: AXYANG@GMAIL.COM

Were your purchases for business purposes? ☐ Yes ☐ No

B. Class Definition

You are included in one or more of the Settlement Classes (listed on next page) if you bought a ticket for air travel from one of the Defendants or Co-Conspirators (listed on next page); the ticket included at least one flight segment between the U.S. and Asia or the U.S. and Oceania (Australia, New Zealand or the Pacific Islands); your purchase was made between January 1, 2000 and the Effective Date,¹ and you were not reimbursed for your purchase by someone else. The Settlement Classes do not include: Purchases on Korean Air Lines, Ltd. and/or Asiana Airlines, Inc., between the U.S. and the Republic of Korea (except for the settlement with Thai Airways, which does not contain this limitation); governmental entities; Defendants and any officers, directors, employees and immediate families; and former defendants in the lawsuits and any parent, subsidiary, or affiliate.

¹ The Effective Date is the date all of the following conditions have been met: (a) the Court has entered Judgment; and (b) the time for appeal has expired, or if an appeal occurs, the Judgment has been affirmed and no further appeals are possible.





Settlement Classes:

JAL Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary, or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Air France/Singapore Airlines/Vietnam Airlines Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Thai Airways Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Malaysian Air Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Cathay Pacific Airways/Qantas Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Eligible claims will receive a pro rata share of the applicable settlement funds for each class in which the claim(s) qualify as follows: For the JAL Settlement Class, all claims for U.S. originating travel (one-way or roundtrip) and Asia/Oceania originating travel (one-way or roundtrip) will be compensated. With respect to the other Settlement Classes, only eligible claims for U.S. originating travel (one-way or roundtrip) will be compensated. These Settlement Classes, with the exception of JAL's, are not releasing claims for Asia/Oceania originating travel as part of the settlement agreements.

Defendants:

Air France; Air New Zealand; All Nippon Airways; Cathay Pacific Airways; China Airlines; Lufthansa; EVA Airways; Japan Airlines; Malaysian Airlines; Philippine Airlines; Qantas Airways; Singapore Airlines; Thai Airways; and Vietnam Airlines.

Co-Conspirators

American Airlines; Asiana Airlines; British Airways; Continental Airlines; Delta Airlines; Korean Air Lines; KLM Royal Dutch Airlines; Northwest Airlines; Scandinavian Airlines System; Swiss International; United Airlines; and Virgin Atlantic Airways.



C. Purchase Information

Enter the total number of tickets purchased from a Defendant or Co-Conspirator where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date.

Column 1	Column 2	Column 3
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States
Air France		
Air New Zealand		
All Nippon Airways ("ANA")		
American Airlines	3	3
British Airways		
Cathay Pacific Airways		
China Airlines ²		
Continental Airlines		
Delta Airlines		
Lufthansa		
EVA Airways		
Japan Airlines ("JAL")		
KLM Royal Dutch Airlines		
Malaysian Airlines		
Northwest Airlines		
Philippine Airlines		
Qantas Airways		
Scandinavian Airlines System ("SAS")		
Singapore Airlines		
Swiss International		
Thai Airways		
United Airlines		
Vietnam Airlines		
Virgin Atlantic Airways		

² China Airlines is the airline based in Taiwan. It should not be confused with Air China, based in the People's Republic of China.

**C. Purchase Information (continued)**

With respect to claims concerning travel on Asiana Airlines and/or Korean Airlines where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date, you must also fill out the following section:

Column 1	Column 2	Column 3	Column 4	Column 5
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States	Number of Tickets Identified in Column No. 3 where the Republic of Korea was the destination	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the Republic of Korea
Asiana Airlines				
Korean Airlines				

D. Proof Requirements

All claims are subject to audit and may require proof of purchase in the future.

E. Sign and Date Your Claim Form

I (we) declare under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge and that I purchased the number of tickets claimed above from January 1, 2000 to the Effective Date. I understand that my Claim Form may be subject to audit, verification and Court review.

Signature: /s/ Amy Yang

Date: 2/19/15

1 Joseph W. Cotchett (36324)
jcotchett@cpmlegal.com
2 Steven N. Williams (175489)
swilliams@cpmlegal.com
3 Adam J. Zapala (245748)
azapala@cpmlegal.com

4 **COTCHETT, PITRE & McCARTHY, LLP**
San Francisco Airport Office Center
5 840 Malcolm Road, Suite 200
Burlingame, CA 94010
6 Telephone: (650) 697-6000
7 Facsimile: (650) 697-0577

8 Michael P. Lehmann (77152)
mlehmann@hausfeldllp.com
9 Christopher Lebsock (184546)
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10 **HAUSFELD LLP**
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11 San Francisco, CA 94111
Telephone: (415) 633-1908
12 Facsimile: (415) 358-4980

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sgassman@hausfeldllp.com
HAUSFELD LLP
1700 K Street, Suite 650
Washington, D.C. 20006
Telephone: (202) 540-7200
Facsimile: (202) 540-7201

13 *Interim Co-Lead Counsel for Plaintiffs*

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

18 IN RE TRANSPACIFIC PASSENGER
19 AIR TRANSPORTATION ANTITRUST
LITIGATION

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

MDL No: 1913

21 **This Document Relates to:**
22 **ALL ACTIONS**

**DECLARATION OF JOEL
BOTZET RE: CLAIMS
ADMINISTRATION AND
REQUESTS FOR EXCLUSIONS**

1 JOEL BOTZET, declares and states that:

2 1. I am a Client Relationship Manager for Rust Consulting, Inc. ("Rust
3 Consulting"), the Court-appointed Claims Administrator for the class action Settlement in this
4 case. My business address is 625 Marquette Avenue, Suite 880, Minneapolis, Minnesota
5 55402-2469. My business telephone number is 612-359-2035. I am authorized to make this
6 declaration on behalf of Rust Consulting.

7 2. Rust Consulting has extensive experience in class action matters, having
8 provided settlement administration services in class action lawsuits affecting millions of class
9 members in cases involving employment, consumers, banking and financial services, property,
10 insurance, securities and products liability, among its more than 4,500 projects.

11 3. Except as otherwise stated, I am fully familiar with and have personal
12 knowledge of the matters stated in this declaration and am competent to testify about them if
13 called upon to do so.

14 4. I submit this Declaration in order to provide the Court and the parties to the
15 above-captioned action with information regarding the Claims Administration and Requests
16 for Exclusions.

17 **Settlement Website**

18 5. Rust Consulting created and continues to maintain the Settlement Website. The
19 following internet address was reserved: www.AirlineSettlement.com. The internet address
20 appeared in the Short Form and Long Form Notices. The Settlement Website became
21 operational in all languages on February 10, 2015 and has been operational, able to accept
22 claims, at all times since February 10, 2015. The Settlement Website contains a copy of the
23 Short Form Notice, the Long Form Notice, and the following Court documents: Amended
24 Order Granting Plaintiffs' Motion for Approval of Notice Program, Claim Form, and Plan of
25 Allocation; Settlement Agreement between Plaintiffs and Cathay Pacific Airways, LTD.;
26 Amended Settlement Agreement between Plaintiffs and Japan Airlines Company, LTD.;
27 Settlement Agreement between Plaintiffs and Malaysian Airline System Berhad; Settlement
28 Agreement between Plaintiffs and Qantas Airways Limited; Settlement Agreement between

Plaintiffs and Singapore Airlines Limited; Amended Settlement Agreement between Plaintiffs and Societe Air France; Settlement Agreement between Plaintiffs and Thai Airways International Public Co., LTD.; Amended Settlement Agreement between Plaintiffs and Vietnam Airlines Company Limited; Plaintiffs' Consolidated Class Action Complaint; Plaintiffs' Notice of Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Incentive Awards, Memorandum of Point and Authorities in Support Thereof; Proposed Order Granting Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Incentive Awards; Declaration of Steven N. Williams and Exhibits; and Declaration of Christopher L. Lebsack (the "Fee Motion"). The Fee Motion was posted to the website before close of business on April 8, 2015.

6. The Settlement Website is available in 10 languages (English, Bahasa Indonesian, Japanese, Khmer, Korean, Malay, Simplified Chinese, Thai, Traditional Chinese, and Vietnamese) and provides the toll-free numbers, mailing address for the Claims Administrator, contact information for Class Counsel and Commonly Asked Questions and Answers. A printer-friendly version of the Long Form Notice, as well as a Claim Form, is available for download. Through May 3, 2015, there have been approximately 700,961 unique visitors to the Settlement Website.

Telephone Support

7. Toll-free telephone support lines providing 24-hour service via an Interactive Voice Response system was established for receiving questions and requests for the notice package. The numbers were established in 15 countries and are recorded in 10 languages, see below:

Country	Phone Number	Language Recorded
Australia	Toll-Free 1.800.453.590	English
Cambodia	Toll-Free 1800.20.8735	Khmer
China	Toll-Free 800.720.1181	Mandarin
Hong Kong	Toll-Free 800.906.575	Cantonese, English
Indonesia	Toll-Free 001.803.017.7708	Bahasa Indonesia

Japan	Toll-Free 0800.100.0040	Japanese, English
Malaysia	Toll-Free 1.800.814.532	Malay, English, Mandarin
New Zealand	Toll-Free 0800.452612	English
Philippines	Toll-Free 1.800.1.116.1205	English
Singapore	Toll-Free 800.852.3955	English, Mandarin, Malay
South Korea	Toll-Free 003.0813.2773	Korean
Taiwan	Toll-Free 00801.14.7170	Mandarin
Thailand	Toll-Free 001.800.852.6454	Thai
United States	Toll-Free 1.800.439.1781	English
Vietnam	Toll-Free 1800.9299	Vietnamese

8. An international toll number (612-359-2900) was also established for receiving questions and requests for the notice package. This line was recorded in 10 different languages.

9. The support lines became operational on February 5, 2015 and have been in operation at all times since February 5, 2015. The toll-free numbers appeared in the Short Form Notice, the Long Form Notice and the Settlement Website. Through May 3, 2015, there have been approximately 2,693 calls to the telephone support lines.

Mailing of the Notice Package

10. Rust Consulting received the approved text for the Claim Form from counsel and prepared drafts of the materials for mailing to Settlement Class Members. Rust Consulting received approval from the Parties for all mailed notice packages that consist of the Claim Form and the Long Form Notice. Attached as Exhibit A is a true and correct paper copy of the mailed notice package. The notice package has been and will continue to be mailed on a rolling basis in response to requests from Settlement Class Members via telephone and mailed correspondence. Through May 3, 2015, 1,015 requests for the notice package have been received, and Rust has mailed out the requested notice package.

Incoming Mail

12. As of May 3, 2015, Rust has received 1 Request for Exclusion (opt-out) to the Transpacific Passenger Air Settlement. The Request reflected a postmark date on or before the April 17, 2015 deadline. The name of the individual who submitted the Request for Exclusion is attached hereto as Exhibit B.

13. As of May 3, 2015, Rust has received 1 objection to the Transpacific Passenger Air Settlement which was forwarded from Counsel. The objector, Amy Yang, filed a claim on February 19, 2015 via the website. An electronic copy of the claim is attached hereto as Exhibit C.



Joel Botzet

Exhibit A

TRANSPACIFIC AIR SETTLEMENT
PO BOX 2209
FARIBAULT, MN 55021-1609
USA

FOR OFFICIAL USE ONLY

01

Page 1 of 4

IMPORTANT LEGAL MATERIALS

- <<SequenceNo>>

<<Name 1>>

<<Name 2>>

<<Name 3>>

<<Name 4>>

<<Address 1>>

<<Address 2>>

<<City>> <<State>> <<Zip 10>>

<<CountryName>>

Must Be Postmarked
No Later Than
September 19, 2015

TRANSPACIFIC AIR TRANSPORTATION SETTLEMENT CLAIM FORM

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Provided that the Court finally approves the Settlements, you must complete and submit a Claim Form online or mail a paper Claim Form. The earliest deadline to submit a Claim Form is **September 19, 2015**, but you will have 120 days after the Settlements become final and effective to file your claim. Claim Forms may be submitted online at www.AirlineSettlement.com or by mail to: Transpacific Air Settlement, P.O. Box 2209, Faribault, MN 55021-1609, USA.

A. Class Member Information

Name: _____

Person to Contact in Regard to this Claim: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____ - _____

Daytime Telephone Number: (_____) _____

Email Address: _____

Were your purchases for business purposes? ☐ Yes ☐ No**B. Class Definition**

You are included in one or more of the Settlement Classes (listed on next page) if you bought a ticket for air travel from one of the Defendants or Co-Conspirators (listed on next page); the ticket included at least one flight segment between the U.S. and Asia or the U.S. and Oceania (Australia, New Zealand or the Pacific Islands); your purchase was made between January 1, 2000 and the Effective Date,¹ and you were not reimbursed for your purchase by someone else. The Settlement Classes do not include: Purchases on Korean Air Lines, Ltd. and/or Asiana Airlines, Inc., between the U.S. and the Republic of Korea (except for the settlement with Thai Airways, which does not contain this limitation); governmental entities; Defendants and any officers, directors, employees and immediate families; and former defendants in the lawsuits and any parent, subsidiary, or affiliate.

¹ The Effective Date is the date all of the following conditions have been met: (a) the Court has entered Judgment; and (b) the time for appeal has expired, or if an appeal occurs, the Judgment has been affirmed and no further appeals are possible.



* 4 4 2 2 *



* C F *





- <<SequenceNo>>

Settlement Classes:

JAL Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary, or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Air France/Singapore Airlines/Vietnam Airlines Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Thai Airways Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Malaysian Air Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Cathay Pacific Airways/Qantas Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Eligible claims will receive a pro rata share of the applicable settlement funds for each class in which the claim(s) qualify as follows: For the JAL Settlement Class, all claims for U.S. originating travel (one-way or roundtrip) and Asia/Oceania originating travel (one-way or roundtrip) will be compensated. With respect to the other Settlement Classes, only eligible claims for U.S. originating travel (one-way or roundtrip) will be compensated. These Settlement Classes, with the exception of JAL's, are not releasing claims for Asia/Oceania originating travel as part of the settlement agreements.

Defendants:

Air France; Air New Zealand; All Nippon Airways; Cathay Pacific Airways; China Airlines; Lufthansa; EVA Airways; Japan Airlines; Malaysian Airlines; Philippine Airlines; Qantas Airways; Singapore Airlines; Thai Airways; and Vietnam Airlines.

Co-Conspirators

American Airlines; Asiana Airlines; British Airways; Continental Airlines; Delta Airlines; Korean Air Lines; KLM Royal Dutch Airlines; Northwest Airlines; Scandinavian Airlines System; Swiss International; United Airlines; and Virgin Atlantic Airways.



- <<SequenceNo>>

C. Purchase Information

Enter the total number of tickets purchased from a Defendant or Co-Conspirator where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date.

Column 1	Column 2	Column 3
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States
Air France		
Air New Zealand		
All Nippon Airways ("ANA")		
American Airlines		
British Airways		
Cathay Pacific Airways		
China Airlines ²		
Continental Airlines		
Delta Airlines		
Lufthansa		
EVA Airways		
Japan Airlines ("JAL")		
KLM Royal Dutch Airlines		
Malaysian Airlines		
Northwest Airlines		
Philippine Airlines		
Qantas Airways		
Scandinavian Airlines System ("SAS")		
Singapore Airlines		
Swiss International		
Thai Airways		
United Airlines		
Vietnam Airlines		
Virgin Atlantic Airways		

² China Airlines is the airline based in Taiwan. It should not be confused with Air China, based in the People's Republic of China.



- <<SequenceNo>>

C. Purchase Information (continued)

With respect to claims concerning travel on Asiana Airlines and/or Korean Airlines where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date, you must also fill out the following section:

Column 1	Column 2	Column 3	Column 4	Column 5
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States	Number of Tickets Identified in Column No. 3 where the Republic of Korea was the destination	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the Republic of Korea
Asiana Airlines				
Korean Airlines				

D. Proof Requirements

All claims are subject to audit and may require proof of purchase in the future.

E. Sign and Date Your Claim Form

I (we) declare under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge and that I purchased the number of tickets claimed above from January 1, 2000 to the Effective Date. I understand that my Claim Form may be subject to audit, verification and Court review.

 Signature

 Title (if applicable)

 Date

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Bought an Airline Ticket between the U.S.
and Asia, Australia, New Zealand, or the Pacific Islands,
You Could Receive Money from Class Action Settlements.**

A Federal Court authorized this notice. This is not a solicitation.

- Lawsuits involving the price of transpacific airline tickets have been settled with some of the defendant airlines named in the complaints (the “Settling Defendants”).
- The lawsuits were brought on behalf of consumers who bought a ticket for air travel that included at least one flight segment between the U.S. and Asia/Oceania at any time between January 1, 2000 and the present.
- Settlements totaling \$39,502,000 have been reached with eight defendants (the “Settling Defendants”) and the lawsuits are continuing against the remaining five defendants (the “Non-Settling Defendants”).
- The Settling Defendants have also agreed to certain cooperation in the litigation against the Non-Settling Defendants.
- For additional information, important documents, and case updates, visit the website www.AirlineSettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will not receive a payment from the Settlements, but you will keep any rights you currently have to separately sue Defendants for the conduct that is the subject of these lawsuits.
OBJECT TO THE SETTLEMENTS	Write to the Court explaining why you have an objection to the Settlements.
GO TO THE HEARING	Ask to speak in Court about the Settlements.
DO NOTHING	You will not receive a cash recovery from the Settlements and you will give up any rights you currently have to separately sue Defendants for the conduct that is the subject of the lawsuits.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

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BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about settlements with multiple Defendants (the "Settlements") that may affect your rights, before the Court decides whether to approve the Settlements.

The United States District Court for the Northern District of California presides over this case. The case is called *In re Transpacific Passenger Air Transportation Antitrust Litigation*, MDL No. 1913. The people that sued are called Plaintiffs, and the companies they sued are called the Defendants (*see* Question 6).

2. What are the lawsuits about?

The lawsuits claim that thirteen Defendants and their alleged co-conspirators agreed to fix the prices of airline tickets for travel between the United States and Asia/Oceania. As a result, ticket purchasers may have paid more than was necessary. The Defendant airlines deny they did anything wrong and the Defendants who have agreed to settle the case have done so with no admission of liability. One of the Defendants—All Nippon Airways Company, Limited—has pled guilty to fixing the prices of certain discounted tickets for transpacific air transportation sold in the United States from at least as early as April 1, 2000 until at least April 1, 2004.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class. In this case, there are several classes described in the settlement agreements.

WHO IS INCLUDED

4. How do I know if I am included in the classes?

The specific details on class membership are provided below for each Settlement Class:

JAL Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary, or affiliate thereof, at any time between January 1, 2000 and the Effective Date.¹

Air France/Singapore Airlines/Vietnam Airlines Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Thai Airways Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Malaysian Air Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Cathay Pacific Airways/Qantas Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

¹ The Effective Date is the date all of the following conditions have been met: (a) the Court has entered Judgment; and (b) the time for appeal has expired, or if an appeal occurs, the Judgment has been affirmed and no further appeals are possible.

5. Who is not included in the classes?

The classes do not include:

- Purchases of passenger air transportation on Korean Air Lines, Ltd. and/or Asiana Airlines, Inc. between the U.S. and the Republic of Korea (except with respect to the settlement with Thai Airways International Public Co., Ltd., which does not contain this exclusion);
- Governmental entities;
- Defendants and any officers, directors, employees and immediate families; and
- Former defendants in the lawsuits and any parent, subsidiary, or affiliate.

6. Who are the Defendants and Alleged Co-Conspirators?

The alleged Defendants and Co-Conspirators are:

- Air New Zealand (Non-Settling Defendant);
- All Nippon Airways Company, Limited (Non-Settling Defendant);
- American Airlines, Inc. (Alleged Co-Conspirator);
- Asiana Airlines, Inc. (Alleged Co-Conspirator);
- British Airways, Plc. (Alleged Co-Conspirator);
- Cathay Pacific Airways Limited (Settling Defendant);
- China Airlines Limited (Taiwan) (Non-Settling Defendant);²
- Continental Airlines, Inc. (Alleged Co-Conspirator);
- Delta Airlines, Inc. (Alleged Co-Conspirator);
- Deutsche Lufthansa AG (Alleged Co-Conspirator);
- EVA Airways Corporation (Non-Settling Defendant);
- The International Air Transport Association (Alleged Co-Conspirator);
- Japan Airlines International Company, Ltd. (Settling Defendant);
- Korean Airlines, Ltd. (Alleged Co-Conspirator);
- KLM Royal Dutch Airlines (Alleged Co-Conspirator);
- Malaysian Airline System Berhad (Settling Defendant);
- Northwest Airlines Corporation (Alleged Co-Conspirator);
- Philippine Airlines, Inc. (Non-Settling Defendant);
- Qantas Airways Limited (Settling Defendant);
- Scandinavian Airlines System (Alleged Co-Conspirator);
- Singapore Airlines Limited (Settling Defendant);
- Societe Air France (Settling Defendant);
- Swiss International AG (Alleged Co-Conspirator);
- Thai Airways International Public Co., Ltd. (Settling Defendant);
- United Airlines, Inc. (Alleged Co-Conspirator);
- Vietnam Airlines Company Limited (Settling Defendant); and
- Virgin Atlantic Airways, Ltd. (Alleged Co-Conspirator).

² Air China Limited, an airline based in the People's Republic of China is neither a Defendant nor a Co-Conspirator.

7. Why are there Settlements but the lawsuit is continuing?

Settlements have been reached with eight of the Defendant airlines. The Settling Defendants are: Cathay Pacific Airlines Limited, Japan Airlines International Company, Ltd. ("JAL"); Malaysian Airline System Berhad; Qantas Airways Limited; Singapore Airlines Limited; Societe Air France; Thai Airways International Public Co., Ltd.; and Vietnam Airlines Company Limited. The remaining five Non-Settling Defendants have **not** agreed to settle so the lawsuit continues against them. The Non-Settling Defendants are: Air New Zealand; All Nippon Airways Company, Limited; China Airlines Limited; EVA Airways Corporation; and Philippines Airlines, Inc.

Additional money may become available in the future as a result of a trial or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

THE SETTLEMENTS' BENEFITS**8. What do the Settlements provide?**

There are eight Settlements being presented to the Court for approval.

Settlement Amounts: Each Defendant airline's contribution to the settlement fund is:

Company	Contribution
Air France	\$867,000
Cathay Pacific Airways	\$7,500,000
Japan Airlines	\$10,000,000
Malaysian Airline	\$950,000
Thai Airways	\$9,700,000
Vietnam Airlines	\$735,000
Qantas ³	\$550,000
Singapore Airlines	\$9,200,000
Total	\$39,502,000

Any interest earned will be added to the settlement fund. The Settling Defendants have also agreed to certain cooperation with the Class Counsel to prosecute the claims against the Non-Settling Defendants. It is possible that any money left after paying members of the classes will be donated to charities approved by the Court. More details are in the settlement agreements, available at www.AirlineSettlement.com.

9. How much money will I receive?

At this time, it is unknown how much each eligible member of the classes will receive. In order to receive a payment you will need to file a valid claim form. To save time and money, payments will be made at the conclusion of the case.

Pursuant to the proposed plan of allocation, eligible claims will receive a pro rata share of the applicable settlement funds for each class in which the claim(s) qualify as follows: For the JAL Settlement Class, all claims for U.S. originating travel (one-way or roundtrip) and Asia/Oceania originating travel (one-way or roundtrip) will be compensated. With respect to the other Settlement Classes, only eligible claims for U.S. originating travel (one-way or roundtrip) will be compensated. These Settlement Classes, with the exception of the JAL Settlement Class, are not releasing claims for Asia/Oceania originating travel as part of the settlement agreements.

HOW TO GET BENEFITS**10. How do I get benefits?**

Provided that the Court finally approves the Settlements, you must complete and submit a Claim Form online or mail a paper Claim Form. The earliest deadline to submit a Claim Form is **September 19, 2015**, but you will have 120 days after

³ Qantas has also agreed to provide an additional \$100,000 to cover some of the costs associated with providing this notice.

the Settlements become final and effective to file your claim. For additional information regarding completing a Claim Form, visit www.AirlineSettlement.com or call 1-800-439-1781.

11. When will I get benefits?

Disbursement of the Settlement Funds will be made at the end of the case.

REMAIN IN THE CLASSES

12. What am I giving up if I stay in the classes?

Unless you exclude yourself, you will give up your right to sue the Settling Defendants for any claims described in the releases. You also will be bound by any decisions by the Court relating to the lawsuit and Settlements.

In return for paying the settlement amounts, the Settling Defendants will be released for certain claims relating to the facts underlying this lawsuit. The settlement agreements describe the releases, so read them carefully. If you have any questions, you can talk to Class Counsel listed in Question 18 for free or you can talk to your own lawyer if you have questions about what this means. The settlement agreements and the specific releases are available at www.AirlineSettlement.com.

EXCLUDE YOURSELF FROM THE CLASSES

13. How do I get out of the classes?

To exclude yourself from one or more of the classes, you must send a letter (a "Request for Exclusion") by mail. It must include:

- Your name, address, and telephone number;
- A statement that you want to be excluded from a settlement class or several of the settlement classes and an indication of which settlement class(es) you are excluding yourself from (e.g., "I/we hereby request that I/we be excluded from all of the proposed settlement classes OR [indicate which settlement class or classes you are seeking to exclude yourself from] in the *In re Transpacific Passenger Air Transportation Antitrust Litigation*"); and
- Your signature.

Your Request for Exclusion must be postmarked no later than **April 17, 2015**, to:

Transpacific Air Settlement Exclusions
P.O. Box 2209
Faribault, MN 55021-1609
USA

14. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself you will remain in the classes and give up any right to separately sue the Settling Defendants for the claims released by the settlement agreements.

15. If I exclude myself, can I still get benefits?

No. If you exclude yourself, you may not make a claim and you will not be eligible to receive money from the Settlements.

OBJECT TO OR COMMENT ON THE SETTLEMENTS

16. How do I object to or comment on the Settlements?

If you have objections to any aspect of the Settlements, you may express your views to the Court by writing to the address below. It must include your:

- Name, address, and telephone number;
- The case name and number (*In re: Transpacific Passenger Air Transportation Antitrust Litigation*, N.D. Cal. Case No. 3:07-cv-05634-CRB);
- Proof of membership in the settlement classes;

CALL TOLL FREE 1-800-439-1781 OR VISIT WWW.AIRLINESETTLEMENT.COM

- The name, address, and telephone number of any lawyer assisting you;
- Specific details surrounding your objection; and
- Your signature.

You can ask the Court to deny approval of the Settlements by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlements. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any comment or objection must be postmarked no later than **April 17, 2015** and mailed to these two addresses:

COURT	CLASS COUNSEL
Clerk's Office United States District Court for the District of Northern California 450 Golden Gate Avenue San Francisco, CA 94102	Transpacific Air Settlement Objections P.O. Box 2209 Faribault, MN 55021-1609 USA

17. What is the difference between excluding myself from the classes and objecting to the Settlements?

If you exclude yourself from the classes you are telling the Court that you don't want to participate in the Settlements. Therefore, you will not be eligible to receive any benefits from the Settlements and you will not be able to object to the Settlements. Objecting to the Settlements simply means telling the Court that you don't like something about the Settlements. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive a payment.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer representing me?

The Court has appointed the following law firms as Class Counsel to represent you and all other members of the classes:

Cotchett, Pitre & McCarthy LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010	Hausfeld, LLP 44 Montgomery Street Suite 3400 San Francisco, CA 94104
--	--

If you have any questions about the Settlement, you can talk to Class Counsel, or you can retain your own lawyer at your own expense.

19. How will the lawyers be paid?

You do not need to separately pay Class Counsel. Class Counsel have not requested attorneys' fees or reimbursement of costs at this time. Class Counsel will request a fee award in connection with the final approval of the Settlements. With respect to the settlement agreements described in this Notice, Class Counsel's fee request will not exceed one-third of the settlement amounts. Class Counsel has requested that the Court set aside \$3 million of the settlement fund to cover future litigation expenses. Class Counsel has also asked the Court to approve an incentive award for each of the class representatives in an amount not to exceed \$7,500 for the time and effort they have spent prosecuting the litigation. Class Counsel will submit their motion for fees and costs at least 45 days prior to the final approval hearing.

THE FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing on **May 22, 2015 at 10:00 a.m.**, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, Courtroom 6, 17th Floor. The hearing may be moved to a different date or time without additional notice, so check www.AirlineSettlement.com for current information. At the Fairness Hearing the Court will consider whether these Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to each of the Settlements. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also retain a lawyer to appear on your behalf at your own expense.

22. May I speak at the hearing?

If you send an objection or comment on the Settlements as described in Question 16, you will have the right to speak at the Fairness hearing. You cannot speak at the hearing if you exclude yourself from the classes.

GET MORE INFORMATION

23. Where can I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AirlineSettlement.com, by calling 1-800-439-1781, or by writing to Transpacific Air Settlement, P.O. Box 2209, Faribault, MN 55021-1609, USA.

You can also get copies of the official Court file by accessing the Court docket in this case:

- Through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or
- By visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THESE SETTLEMENTS OR THE CLAIM PROCESS.

Exhibit B

TRANSPACIFIC AIR PASSENGER EXCLUSION REQUESTS

SEQ	Name1	Name2	Exclusion Request Timely
1	HIROKO MAKABE		Yes

Exhibit C

Must Be Postmarked
No Later Than
September 19, 2015

FOR OFFICIAL USE ONLY

03

Page 1 of 4



TRANSPACIFIC AIR TRANSPORTATION SETTLEMENT CLAIM FORM

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Provided that the Court finally approves the Settlements, you must complete and submit a Claim Form online or mail a paper Claim Form. The earliest deadline to submit a Claim Form is **September 19, 2015**, but you will have 120 days after the Settlements become final and effective to file your claim. Claim Forms may be submitted online at www.AirlineSettlement.com or by mail to: Transpacific Air Settlement, P.O. Box 2209, Faribault, MN 55021-1609, USA.

A. Class Member Information

Name: Amy Yang

Person to Contact in Regard to this Claim: Amy Yang

Street Address: 6005 Ridge View Drive

City: Alexandria State: VA Country: USA Zip: 22310

Daytime Telephone Number: (410) 207-8745

Email Address: AXYANG@GMAIL.COM

Were your purchases for business purposes? ☐ Yes ☐ No

B. Class Definition

You are included in one or more of the Settlement Classes (listed on next page) if you bought a ticket for air travel from one of the Defendants or Co-Conspirators (listed on next page); the ticket included at least one flight segment between the U.S. and Asia or the U.S. and Oceania (Australia, New Zealand or the Pacific Islands); your purchase was made between January 1, 2000 and the Effective Date,¹ and you were not reimbursed for your purchase by someone else. The Settlement Classes do not include: Purchases on Korean Air Lines, Ltd. and/or Asiana Airlines, Inc., between the U.S. and the Republic of Korea (except for the settlement with Thai Airways, which does not contain this limitation); governmental entities; Defendants and any officers, directors, employees and immediate families; and former defendants in the lawsuits and any parent, subsidiary, or affiliate.

¹ The Effective Date is the date all of the following conditions have been met: (a) the Court has entered Judgment; and (b) the time for appeal has expired, or if an appeal occurs, the Judgment has been affirmed and no further appeals are possible.





Settlement Classes:

JAL Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary, or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Air France/Singapore Airlines/Vietnam Airlines Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Thai Airways Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Malaysian Air Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia/Oceania from Defendants or their co-conspirators, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Cathay Pacific Airways/Qantas Settlement Class:

All persons and entities that purchased passenger air transportation that included at least one flight segment between the United States and Asia or Oceania from Defendants, or any predecessor, subsidiary or affiliate thereof, at any time between January 1, 2000 and the Effective Date.

Eligible claims will receive a pro rata share of the applicable settlement funds for each class in which the claim(s) qualify as follows: For the JAL Settlement Class, all claims for U.S. originating travel (one-way or roundtrip) and Asia/Oceania originating travel (one-way or roundtrip) will be compensated. With respect to the other Settlement Classes, only eligible claims for U.S. originating travel (one-way or roundtrip) will be compensated. These Settlement Classes, with the exception of JAL's, are not releasing claims for Asia/Oceania originating travel as part of the settlement agreements.

Defendants:

Air France; Air New Zealand; All Nippon Airways; Cathay Pacific Airways; China Airlines; Lufthansa; EVA Airways; Japan Airlines; Malaysian Airlines; Philippine Airlines; Qantas Airways; Singapore Airlines; Thai Airways; and Vietnam Airlines.

Co-Conspirators

American Airlines; Asiana Airlines; British Airways; Continental Airlines; Delta Airlines; Korean Air Lines; KLM Royal Dutch Airlines; Northwest Airlines; Scandinavian Airlines System; Swiss International; United Airlines; and Virgin Atlantic Airways.



C. Purchase Information

Enter the total number of tickets purchased from a Defendant or Co-Conspirator where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date.

Column 1	Column 2	Column 3
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States
Air France		
Air New Zealand		
All Nippon Airways ("ANA")		
American Airlines	3	3
British Airways		
Cathay Pacific Airways		
China Airlines ²		
Continental Airlines		
Delta Airlines		
Lufthansa		
EVA Airways		
Japan Airlines ("JAL")		
KLM Royal Dutch Airlines		
Malaysian Airlines		
Northwest Airlines		
Philippine Airlines		
Qantas Airways		
Scandinavian Airlines System ("SAS")		
Singapore Airlines		
Swiss International		
Thai Airways		
United Airlines		
Vietnam Airlines		
Virgin Atlantic Airways		

² China Airlines is the airline based in Taiwan. It should not be confused with Air China, based in the People's Republic of China.

**C. Purchase Information (continued)**

With respect to claims concerning travel on Asiana Airlines and/or Korean Airlines where at least one flight segment was between the U.S. and Asia or Oceania (Australia, New Zealand or the Pacific Islands) from January 1, 2000 through the Effective Date, you must also fill out the following section:

Column 1	Column 2	Column 3	Column 4	Column 5
Airline that sold you ticket for travel	Total Number of Tickets Purchased for travel between the U.S. and Asia/Oceania	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the United States	Number of Tickets Identified in Column No. 3 where the Republic of Korea was the destination	Number of Tickets Identified in Column No. 2 that were Purchased for One-Way or Roundtrip Travel Originating in the Republic of Korea
Asiana Airlines				
Korean Airlines				

D. Proof Requirements

All claims are subject to audit and may require proof of purchase in the future.

E. Sign and Date Your Claim Form

I (we) declare under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge and that I purchased the number of tickets claimed above from January 1, 2000 to the Effective Date. I understand that my Claim Form may be subject to audit, verification and Court review.

Signature: /s/ Amy Yang

Date: 2/19/15

1 David H. Bamberger (admitted *pro hac vice*)
2 Deana L. Cairo (admitted *pro hac vice*)
3 **DLA PIPER LLP (US)**
4 500 8th Street, N.W.
5 Washington, DC 20004
6 Telephone: 202-799-4000
7 Facsimile: 202-799-5000
8 Email: david.bamberger@dlapiper.com
9 deana.cairo@dlapiper.com

10 Counsel for Cathay Pacific Airways Ltd.

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 **IN RE TRANSPACIFIC PASSENGER**
16 **AIR TRANSPORTATION**
17 **ANTITRUST LITIGATION**

Master File No. C 07-5634 CRB

MDL NO. 1913

18 **This Document Relates To:**
19 **ALL ACTIONS**

DECLARATION OF DAVID H. BAMBERGER

20 1. I, DAVID H. BAMBERGER, hereby declare:

21 2. I am an attorney licensed to practice law in the District of Columbia, and I am a
22 member in good standing of the United States District Court for the District of Columbia. I am
23 admitted *pro hac vice* in this litigation per the Court's Pretrial Order #1 in this action, dated
24 March 17, 2008.

25 3. I am an attorney in the Washington, D.C. office of DLA Piper LLP (US), which is
26 counsel of record for Defendant Cathay Pacific Airways Ltd. in this case. I make this Declaration
27 based on personal knowledge. If called as a witness, I could and would testify competently
28 thereto.

1 4. Cathay Pacific entered into a written settlement agreement with Plaintiffs in this
2 matter on July 22, 2014. That settlement agreement was attached as Exhibit 6 to the Plaintiffs'
3 Amended Motion for Preliminary Approval (Dkt. 921), filed with the Court on August 5, 2014.

4 5. On April 17, 2015, Amy Yang filed with the Court an objection to the proposed
5 settlement (Dkt. 993). The objection asserts, among other things, that the Plaintiffs failed to
6 provide individual notice to putative settlement class members.

7 6. During the course of discovery in this matter, counsel for Plaintiffs served several
8 discovery requests on Cathay Pacific that sought information about the identity, mailing address,
9 flight information, and other contact information about members of the putative settlement class,
10 which Plaintiffs' counsel said was needed for class notice purposes.

11 7. Counsel for Plaintiffs and counsel for Cathay Pacific had a number of meet-and-
12 confers on these requests, and we advised Plaintiffs' counsel around December of 2011 and
13 January of 2012 that Cathay Pacific would be unable to provide information about individual
14 putative class members for class notice purposes for two reasons.

15 8. First, we advised Plaintiffs' counsel that Cathay Pacific maintained its data in
16 Hong Kong, and that those data were stored in Hong Kong and needed to be retrieved from Hong
17 Kong servers. Under Hong Kong law, transmission of such data to the United States, without
18 obtaining the permission of each person identified in those data, would be in violation of the
19 Hong Kong Personal Data Privacy Ordinance.

20 9. Second, we advised the Plaintiffs that, even if we could obtain the necessary
21 permissions, Cathay Pacific's data would not contain certain critical information that would be
22 necessary for individual notice to putative class members. For example, we advised that the
23 physical address of the putative class member would not be in the extant records. We also
24 advised that an email address also would not be available in most instances, nor would there be
25 any other contact information to allow Plaintiffs to send a notice to passengers on flights from
26 that time period.

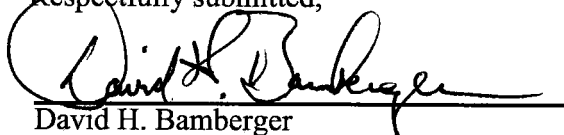
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1 10. Accordingly, Cathay Pacific did not produce, nor could it produce, information
2 necessary to individually notify putative settlement class members who flew on Cathay Pacific
3 during the settlement class period.

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7 I declare under penalty of perjury under the laws of the United States that the foregoing is
8 true and correct. Executed in Washington, D.C. on April 29, 2015.

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10 Respectfully submitted,

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12 David H. Bamberger

13 Counsel for Cathay Pacific Airways Ltd.
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8 Attorney for Defendant Singapore Airlines
9 Limited

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 IN RE TRANSPACIFIC PASSENGER AIR
14 TRANSPORTATION ANTITRUST
15 LITIGATION

Master File No. C 07-5634 CRB
MDLN0.1913

16 This Document Relates To:
17 All Actions

**DECLARATION OF WILLIAM R.
SHERMAN**

18 1. I, WILLIAM R. SHERMAN, hereby declare:

19 2. I am a partner at the law firm of Latham & Watkins LLP, and counsel for
20 defendant Singapore Airlines Limited (“SIA”) in this matter.

21 3. I have personal knowledge of the matters set forth herein and would competently
22 testify to them if requested to do so.

23 4. During the course of discovery in this matter, plaintiffs’ counsel served several
24 discovery requests on SIA that sought passenger contact information (including the customers’
25 physical, billing, and email addresses, telephone numbers, and flight information).

26 5. Counsel for plaintiffs and counsel for SIA had several meet-and-confers on these
27 requests in October and November 2013.
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re Transpacific Passenger Air)	Case No.: No. 3:07-CV-05634-CRB
Transportation Antitrust Litigation,)	MDL 1913
_____)	Declaration of Takeshi Aratani
_____)	
This Document Relates To:)	Hon. Charles R. Breyer
All Actions)	
_____)	

I, Takeshi Aratani, declare as follows:

1. I am a Director of Legal Affairs of Japan Airlines Co., Ltd. ("JAL"). I make this declaration based on personal knowledge and my review of business records of JAL kept in the ordinary course of its business. If called as a witness, I could and would testify competently thereto.

2. Individual claims in this matter began to be filed in November 2007 in various district courts. After the Judicial Panel on Multidistrict Litigation ordered that these and related matters be transferred to this court in February 2008, JAL (then called "Japan Airlines International Co., Ltd.") and counsel for Plaintiffs began extended negotiations about a possible settlement of all claims, including working with the Hon. Daniel Weinstein as a mediator.

3. On January 19, 2010, JAL initiated proceedings in Tokyo District Court under Japan's Corporate Reorganization Act and related proceedings in several other countries, including proceedings under Chapter 15 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York. On November 30, 2010, the Tokyo District Court granted final approval of JAL's reorganization plan.

Declaration of Takeshi Aratani

1 4. After further negotiations and the required approval by the bankruptcy trustee
2 appointed by the Tokyo District Court, on July 6, 2010, JAL and Plaintiffs entered into a written
3 agreement to settle this case. The agreement was notified to the court and other parties on July
4 20, 2010 (Dkt. 402). On June 18, 2014, the parties amended the settlement agreement to address
5 certain developments, including changes in named Plaintiffs and in JAL's name as a result of its
6 corporate reorganization, and filed it as an attachment to a declaration supporting Plaintiffs'
7 motion for preliminary approval (Dkt. 904-1).

8 5. On April 17, 2015, an objection to the proposed settlement was filed on behalf of
9 Amy Yang (Dkt. 993). Among other grounds, the objection contends that JAL's proposed
10 settlement class should not include purchasers of flights originating in Asia and Oceania,
11 particularly those who were not U.S. residents, because of this court's order interpreting the
12 Foreign Trade Antitrust Improvements Act (FTAIA) to require dismissal of claims based on
13 flights originating in Asia (Dkt. 467).

14 6. The negotiations and final agreement to settle the claim against JAL concluded
15 long before the court resolved the open question of how the FTAIA would apply to this case.
16 The settlement agreement was signed more than ten months before the Court's decision and
17 order on FTAIA and other issues, which occurred on May 9, 2011 (Dkt. 467). Throughout the
18 negotiations and in the settlement agreement, JAL and Plaintiffs bargained to resolve all claims
19 against JAL. Because the FTAIA issues had not been resolved as of the time of the agreement,
20 the settlement agreement needed to and did include claims based on flights originating in Asia
21 and Oceania.

22 7. The objection also contends that Plaintiffs should have provided individual notice
23 to members of the proposed settlement classes.

24 8. JAL was unable to provide physical or email addresses for purposes of class
25 notice in this matter, for several reasons.

26 9. First, JAL maintains its passenger data in Japan, where they are subject to
27 Japanese law protecting the privacy of identifiable personal information. Providing personally
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1 identifiable information from Japan to the United States without prior permission by each
2 individual would have raised significant questions about violating that law.

3 10. Second, assuming that required permissions could be secured or the legal issues
4 could be resolved otherwise, JAL was not able to provide either physical or email addresses of
5 those who flew transpacific on JAL during the proposed settlement period. JAL's ticketing
6 databases do not record physical or email addresses of the passengers. Although some non-
7 transactional data relating to JAL's loyalty program ("JAL Mileage Bank" or "JMB"), does
8 include physical addresses, these are not updated or confirmed to be accurate. The JMB data
9 includes email addresses for approximately 30% of its current members, but providing an email
10 address is not mandatory and these are also neither updated nor confirmed to be accurate.
11 Moreover, the JMB data for a member does not include a ticket number or other unique
12 transaction code maintained in the ticketing data, which could link transpacific tickets to
13 individual JMB members. Similarly, the ticketing data does not include a JMB member number
14 or other unique account code maintained in the JMB data, which could link JMB members to
15 specific tickets in the ticketing data. JAL therefore cannot readily provide physical or email
16 address information tied to transpacific flights by members of the proposed settlement class.

17 11. Third, providing direct notice to all members of JMB would be both massively
18 over-inclusive and significantly under-inclusive of the members of the proposed settlement class.
19 It would be overly inclusive because only a small fraction of JMB's 29 million current members
20 have flown JAL on a transpacific flight to or from the United States since January 1, 2000. It
21 would be under-inclusive because less than half of JAL's transpacific passengers to or from the
22 United States since January 1, 2000, were JMB members.

23 12. For these reasons, JAL did not, and could not, produce physical or email
24 addresses reasonably linked to members of the proposed JAL settlement class, for Plaintiffs to
25 provide individual notice.

26
27 (remainder of page intentionally left blank)
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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct to the best of my knowledge, information, and belief.

3 Executed this 7th day of May, 2015.

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6 Takeshi Aratani
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 VIETNAM AIRLINES JSC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TRANSPACIFIC PASSENGER AIR
 TRANSPORTATION ANTITRUST
 LITIGATION

File No. 3:07-cv-05634-CRB

MDL No. 1913

This Document Relates to:
 ALL ACTIONS

**DECLARATION OF J.
 CHRISTOPHER MITCHELL**

1 I, J. Christopher Mitchell, do hereby declare as follows:

2 1. I am an attorney at Hogan Lovells US LLP, counsel of record for Defendant
3 Vietnam Airlines JSC (formerly known as Vietnam Airlines Company Limited) ("VN") in this
4 action. I make this declaration of my own personal knowledge and/or based on factual research I
5 have conducted as a part of this case, and if called upon to testify could and would testify as
6 follows.

7 2. Based on information from the client and independent research into FAA records, I
8 have confirmed that VN did not operate any transpacific flights originating in the United States
9 during the alleged class period. Rather, VN entered into code share agreements with certain other
10 airlines that operated flights into and out of the United States.

11 3. Based on information provided by VN, it is my understanding that VN has only
12 limited and incomplete passenger name and contact information for transpacific code share flights
13 during the alleged class period. VN's records do not contain passenger names for a substantial
14 number of class period passengers, particularly for the earlier years of the class period. Even
15 where VN does have passenger names, its records frequently do not contain relevant contact
16 information. Given the length of the alleged class period, there is no assurance that passenger
17 name or contact information in VN's files would be current or useful in any event.

18 4. Based on review of Vietnamese law and consultation with counsel in Vietnam,
19 disclosure of passenger names would present complications, at a minimum, under Vietnamese
20 law. Vietnam has a number of laws that prohibit disclosure of individual names or contact
21 information without prior consent by the individual or unless made pursuant to a decision by a
22 competent state agency or organization or otherwise provided for by law. Relevant provisions
23 include Article 38 of the Civil Code (Civil Code No. 33/2005/QH11 of National Assembly (14
24 June 2005)), Article 46.2 of the Law of E-Transactions (No. 51/2005/QH11 of National
25 Assembly (29 Nov. 2005)), Article 126.2dd of the Law of Civil Aviation (No. 66/2206/QH11 (29
26 June 2006)), and Article 22.2 of the Law of Information Technology (No. 67/2006/QH11 (29
27 June 2006)).

28 ///

5. For the above-mentioned reasons, VN has not provided passenger names or contact information to Plaintiffs for purposes of individual notice.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 7th day of May, 2015, at Minneapolis, Minnesota.

~~J. CHRISTOPHER MITCHELL~~

James R. Warnot, Jr. (NY State Bar No. 2415156)
 Thomas A. McGrath (NY State Bar No. 2684371)
 Brenda D. DiLuigi (NY State Bar No. 3895380)
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Counsel for Defendant Société Air France

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

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

Case No. C 07-cv-05634-CRB

MDL No. 1913

CLASS ACTION

**This Document Relates to:
 ALL ACTIONS**

DECLARATION OF JAMES R. WARNOT, JR.

I, James R. Warnot, Jr., hereby declare:

1. I am an attorney licensed to practice law in the State of New York, and I am a member in good standing of the United States District Court for the Southern District of New York. I am admitted *pro hac vice* in this litigation, pursuant to Pretrial Order #1 in this action, dated March 17, 2008.

2. I am an attorney with the law firm of Linklaters LLP in New York, which is counsel of record for Defendant Société Air France ("Air France") in this case. I make this Declaration based on personal knowledge, and if called to testify as to the matters set forth herein, I could and would do so competently.

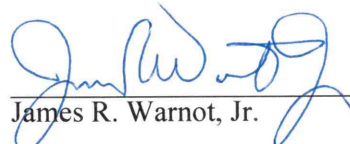
3. Air France entered into a settlement agreement with Plaintiffs in this litigation on November 15, 2012, and executed an amended settlement agreement on April 15, 2014. The

1 amended settlement agreement was filed as Exhibit 2 to the Amended Declaration of Christopher
2 L. Lebsock in Support of Plaintiffs' Motion for Preliminary Approval filed on August 5, 2014
3 (Dkt. No. 921).

4 4. During the course of discovery in this litigation, Plaintiffs served discovery
5 requests on Air France, requesting the production of information relating to the identities of
6 passengers who purchased tickets for transpacific air travel during the relevant class period,
7 including, among other things, customer physical and email addresses.

8 5. However, following a search, Air France concluded that the information relating
9 to customer addresses is not reasonably accessible in Air France's databases. The transaction
10 data that was produced to Plaintiffs in the litigation therefore does not include this information,
11 but rather only includes non-identifying information such as revenue, origin, destination and fare
12 class (e.g., economy, business class, etc.).

13
14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct. Executed on this 7th day of May 2015.

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18 

19 James R. Warnot, Jr.

20 *Counsel for Société Air France*

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 IN RE TRANSPACIFIC PASSENGER AIR
TRANSPORTATION ANTITRUST
13 LITIGATION

MASTER FILE NO. C 07-5634 CRB

MDL NO. 1913

14 This Document Relates To:

DECLARATION OF ISRIN SAAID
SHAHARUDDIN

15 ALL ACTIONS
16

17 1. I, Isrin Saaid Shaharuddin, hereby declare:

18 2. I am a Senior General Counsel at Malaysian Airline System Berhad ("Malaysia
19 Airlines"). I make this Declaration based on personal knowledge. If called as a witness, I could and
20 would testify competently thereto.

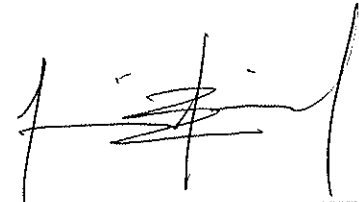
21 3. Malaysia Airlines entered into a written settlement agreement with Plaintiffs in this
22 matter on July 9, 2014.

23 4. Malaysia Airlines would not reasonably be able to produce data to individually notify
24 potential members of the settlement class. Due to changes in Malaysia Airlines' information systems,
25 customer information is not reasonably accessible for much of the period covered by the settlement
26 class period (which I understand dates back to 2000). Moreover, Malaysia Airlines would only have
27 contact information with respect to passengers who purchased their tickets from Malaysia Airlines. It
28

1 would not have contact information for passengers who purchased through other distribution
2 channels, such as travel agents.

3 DATED: May 11th, 2015

4
5 By:



ISRIN SAAID SHAHARUDDIN

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