

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

---

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 12-md-02311 Honorable Marianne O. Battani
IN RE: WIRE HARNESS	:	Case No. 2:12-cv-00103-MOB-MKM
IN RE: INSTRUMENT PANEL CLUSTERS	:	Case No. 2:12-cv-00203-MOB-MKM
IN RE: FUEL SENDERS	:	Case No. 2:12-cv-00303-MOB-MKM
IN RE: HEATER CONTROL PANELS	:	Case No. 2:12-cv-00403-MOB-MKM
IN RE: OCCUPANT SAFETY RESTRAINT SYSTEMS	:	Case No. 2:12-cv-00603-MOB-MKM
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: SWITCHES	:	Case No. 2:13-cv-01303-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: STEERING ANGLE SENSORS	:	Case No. 2:13-cv-01603-MOB-MKM
IN RE: HID BALLASTS	:	Case No. 2:13-cv-01703-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION FLUID WARMERS	:	Case No. 2:13-cv-02403-MOB-MKM
IN RE: VALVE TIMING CONTROL DEVICES	:	Case No. 2:13-cv-02503-MOB-MKM
IN RE: ELECTRONIC THROTTLE BODIES	:	Case No. 2:13-cv-02603-MOB-MKM
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	:	

---

**END-PAYOR PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF SETTLEMENTS WITH CERTAIN DEFENDANTS**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, End-Payor Plaintiffs hereby respectfully move the Court for final approval of the settlements between the End-Payor Plaintiffs and certain defendants, which the Court previously preliminarily approved, and for final certification, pursuant to Fed. R. Civ. P. 23(b)(2) and 23(b)(3), for settlement purposes only, of the settlement classes previously provisionally certified by the Court.

Dated: March 10, 2016

By: /s/ Devon P. Allard

E. Powell Miller  
Devon P. Allard  
**THE MILLER LAW FIRM, P.C.**  
950 W. University Dr., Ste. 300  
Rochester, Michigan 48307  
Telephone: (248) 841-2200  
Facsimile: (248) 652-2852  
epm@millerlawpc.com  
dpa@millerlawpc.com

*Interim Liaison Counsel for the Proposed End-Payor Plaintiff Classes*

Steven N. Williams  
Demetrius X. Lambrinos  
Elizabeth Tran  
**COTCHETT, PITRE & McCARTHY, LLP**  
San Francisco Airport Office Center  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: (650) 697-6000  
Facsimile: (650) 697-0577  
swilliams@cpmlegal.com  
dlambrinos@cpmlegal.com  
etran@cpmlegal.com

Hollis Salzman  
Bernard Persky  
William V. Reiss  
**ROBINS KAPLAN LLP**  
601 Lexington Avenue, Suite 3400  
New York, NY 10022  
Telephone: (212) 980-7400  
Facsimile: (212) 980-7499  
hsalzman@robinskaplan.com  
bpersky@robinskaplan.com  
wreiss@robinskaplan.com

Marc M. Seltzer  
Steven G. Sklaver  
**SUSMAN GODFREY L.L.P.**

1901 Avenue of the Stars, Suite 950  
Los Angeles, CA 90067-6029  
Telephone: (310) 789-3100  
Facsimile: (310) 789-3150  
mseltzer@susmangodfrey.com  
ssklaver@susmangodfrey.com

Terrell W. Oxford  
Omar Ochoa  
**SUSMAN GODFREY L.L.P.**  
901 Main Street, Suite 5100  
Dallas, TX 75202  
Telephone: (214) 754-1900  
Facsimile: (214) 754-1933  
toxford@susmangodfrey.com  
oochoa@susmangodfrey.com

Chanler A. Langham  
**SUSMAN GODFREY L.L.P.**  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 651-6666  
clangham@susmangodfrey.com

*Interim Co-Lead Class Counsel for the Proposed  
End-Payor Plaintiff Classes*

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 12-md-02311 Honorable Marianne O. Battani
IN RE: WIRE HARNESS	:	Case No. 2:12-cv-00103-MOB-MKM
IN RE: INSTRUMENT PANEL CLUSTERS	:	Case No. 2:12-cv-00203-MOB-MKM
IN RE: FUEL SENDERS	:	Case No. 2:12-cv-00303-MOB-MKM
IN RE: HEATER CONTROL PANELS	:	Case No. 2:12-cv-00403-MOB-MKM
IN RE: OCCUPANT SAFETY RESTRAINT SYSTEMS	:	Case No. 2:12-cv-00603-MOB-MKM
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: SWITCHES	:	Case No. 2:13-cv-01303-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: STEERING ANGLE SENSORS	:	Case No. 2:13-cv-01603-MOB-MKM
IN RE: HID BALLASTS	:	Case No. 2:13-cv-01703-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION FLUID WARMERS	:	Case No. 2:13-cv-02403-MOB-MKM
IN RE: VALVE TIMING CONTROL DEVICES	:	Case No. 2:13-cv-02503-MOB-MKM
IN RE: ELECTRONIC THROTTLE BODIES	:	Case No. 2:13-cv-02603-MOB-MKM
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	:	

**END-PAYOR PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF SETTLEMENTS WITH CERTAIN DEFENDANTS**

**Statement of Issues**

1. Whether the settlements between the End-Payor Plaintiffs and certain defendants are fair, reasonable, and adequate and should be granted final approval under Fed. R. Civ. P. 23?
2. Whether the Court should grant final certification of the End-Payor Plaintiffs settlement classes it previously provisionally certified?

**Controlling or Most Appropriate Authorities**

*Griffin v. Flagstar Bancorp, Inc.*, No. 2:10-cv-10610, 2013 WL 6511860 (E.D. Mich. Dec. 12, 2013)

*In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003)

*In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2011 WL 717519 (E.D. Mich. Feb. 22, 2011)

*In re Scrap Metal Antitrust Litig.*, 527 F.3d 517 (6th Cir. 2008)

*In re Whirlpool Corp. Front-Loading Washer Prodc. Liab. Litig.*, 722 F.3d 838 (6th Cir. 2013)

*Sheick v. Auto. Component Carrier LLC*, No. 09-14429, 2010 WL 4136958 (E.D. Mich. Oct. 18, 2010)

*Sprague v. General Motors Corp.*, 133 F.3d 388 (6th Cir. 1998)

*UAW v. General Motors Corp.*, 497 F.3d 615 (6th Cir. 2007)

**Table of Contents**

Statement of Issues ..... i

Controlling or Most Appropriate Authorities ..... ii

Table of Contents ..... iii

Table of Authorities ..... v

Introduction ..... 1

Background ..... 2

I. The Settlements Provide Substantial Benefits to EPPs ..... 2

A. Cash Components of the Settlements. .... 2

B. Cooperation and Other Terms ..... 4

II. The Notice Plan was Carried Out and Provided Adequate Notice of the Settlements ..... 5

III. The Reaction of Settlement Class Members was Positive ..... 7

Legal Standard ..... 8

Argument ..... 10

IV. The Settlements are Fair, Reasonable, and Adequate and Should be Given Final Approval. .... 10

A. The Likelihood of the EPPs’ Success on the Merits Weighed Against the Relief Offered in the Settlements Supports Approval. .... 11

B. The Complexity, Expense, and Likely Duration of Continued Litigation Favor Final Approval. .... 13

C. The Judgment of Experienced Counsel Who Have Evaluated the Strength of the Claims, Defenses, and Risks Supports Approval. .... 14

D. The Reaction of Class Members Weighs in Favor of Final Approval ..... 15

E. The Settlements are Consistent with the Public Interest ..... 16

F. The Settlement Agreements are the Result of Thorough Arm’s Length Negotiations Conducted by Highly Experienced Counsel ..... 16

V.	Notice of the Settlements was Proper Under Rule 23(e) and Satisfied All Due Process Requirements. ....	17
VI.	Certification of Settlement Classes is Appropriate. ....	18
A.	The Settlement Classes Satisfy Rule 23(a). ....	19
1.	The Settlement Classes Are So Numerous That It Is Impracticable To Bring All Class Members Before The Court. ....	19
2.	Common Questions of Law and Fact Exist. ....	20
3.	EPPs’ Claims are Typical of Those of the Settlement Classes. ....	21
4.	EPP Class Representatives and Their Counsel Have Fairly and Adequately Represented the Interests of the Class Members. ....	22
B.	EPPs’ Claims Satisfy the Prerequisites of Rule 23(b)(3) for Settlement Purposes. ....	24
1.	Common Legal and Factual Questions Predominate. ....	24
2.	Class Action Settlements Are Superior to Other Methods of Adjudication. ....	26
	Conclusion .....	27

**Table of Authorities****Cases**

<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	18, 24, 27
<i>Amgen Inc. v. Conn. Ret. Plans and Tr. Funds</i> , 133 S.Ct. 1184 (2013).....	25
<i>Bacon v. Honda of America Mfg., Inc.</i> , 370 F.3d 565 (6th Cir. 2004) .....	19
<i>Beanie v. CenturyTel, Inc.</i> , 511 F.3d 554 (6th Cir. 2007) .....	24
<i>Berry v. Sch. Dist. of City of Benton Harbor</i> , 184 F.R.D. 93 (W.D. Mich. 1998).....	10
<i>Carson v. Am. Brands, Inc.</i> , 450 U.S. 79 (1981).....	9
<i>Cason-Merenda v. VHS of Mich., Inc.</i> , 296 F.R.D. 528 (E.D. Mich. 2013) .....	21, 22, 25
<i>Comcast Corp. v. Behrend</i> , 133 S.Ct. 1426 (2013).....	25
<i>Date v. Sony Electronics, Inc.</i> , No. 07-15474, 2013 WL 3945981 (E.D. Mich. Jul. 31, 2013).....	14, 19, 22
<i>Dick v. Spring Commc 'ns</i> , 297 F.R.D. 283 (W.D. Ky. 2014).....	9, 14
<i>Eisen v. Carlisle &amp; Jacquelin</i> , 417 U.S. 156 (1974).....	17
<i>Fidel v. Farley</i> , 534 F.3d 508 (6th Cir. 2008) .....	18
<i>Fussell v. Wilkinson</i> , No. 1:03-cv-704, 2005 WL 3132321 (S.D. Ohio Nov. 22, 2005) .....	10
<i>Girsh v. Jepson</i> , 521 F.2d 153 (3d Cir. 1975).....	9

<i>Golden v. City of Columbus</i> , 404 F.3d 950 (6th Cir. 2005) .....	19
<i>Grenada Invs., Inc. v. DWG Corp.</i> , 962 F.2d 1203 (6th Cir. 1992) .....	11, 16
<i>Griffin v. Flagstar Bancorp, Inc.</i> , No. 2:10-cv-10610, 2013 WL 6511860 (E.D. Mich. Dec. 12, 2013) .....	passim
<i>Grunin v. Int'l House of Pancakes</i> , 513 F.2d 114 (8th Cir. 1975) .....	18
<i>In re Am. Med. Sys., Inc.</i> , 75 F.3d 1069 (6th Cir. 1996) .....	19, 22
<i>In re Auto. Refinishing Paint Antitrust Litig.</i> , 617 F. Supp. 2d. 336 (E.D. Pa. 2007) .....	14, 16
<i>In re Automotive Refinishing Paint Antitrust Litig.</i> , MDL No. 1426, 2003 WL 23316645 (E.D. Pa. Sept. 5, 2003) .....	9
<i>In re Cardizem CD Antitrust Litig.</i> , 200 F.R.D. 297 (E.D. Mich. 2001) .....	25, 27
<i>In re Cardizem CD Antitrust Litig.</i> , 218 F.R.D. 508 (E.D. Mich. 2003) .....	passim
<i>In re Corrugated Container Antitrust Litig.</i> , 643 F.2d 195 (5th Cir. 1981) .....	23
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.</i> , No. 3:08-MD01998, 2010 WL 3341200 (W.D. Ky. Aug. 23, 2010) .....	14
<i>In re Delphi Corp. Sec., Deriv. &amp;</i> .....	14
<i>In re Domestic Air Transp. Antitrust Litig.</i> , 141 F.R.D. 534 (N.D. Ga. 1992).....	18
<i>In re Dynamic Random Access Memory (DRAM) Antitrust Litig.</i> , No. M 02-1486 , 2006 U.S. Dist. LEXIS 39841 (N.D. Cal. June 5, 2006) .....	20
<i>In re Flat Glass Antitrust Litig.</i> , 191 F.R.D. 472 (W.D. Pa. 1999) .....	20, 21
<i>In re Flonase Antitrust Litig.</i> , 284 F.R.D. 207 (E.D. Pa. 2012).....	27
<i>In re Foundry Resins Antitrust Litig.</i> , 242 F.R.D. 393 (S.D. Ohio 2007) .....	19, 21, 22, 25

*In re Global Crossing Sec. & ERISA Litig.*,  
225 F.R.D. 436 (S.D.N.Y. 2004) ..... 15

*In re Linerboard Antitrust Litig.*,  
292 F. Supp. 2d 631 (E.D. Pa. 2003) ..... 12

*In re NASDAQ Market-Makers Antitrust Litig.*,  
169 F.R.D. 493 (S.D.N.Y. 1996) ..... 27

*In re Packaged Ice Antitrust Litig.*,  
No. 08-MD-01952, 2010 WL 3070161 (E.D. Mich. Aug. 2, 2010) ..... 8, 15

*In re Packaged Ice Antitrust Litig.*,  
No. 08-MD-01952, 2011 WL 717519 (E.D. Mich. Feb. 22, 2011) ..... passim

*In re Potash Antitrust Litig.*,  
159 F.R.D. 682 (D. Minn. 1995) ..... 25

*In re Pressure Sensitive Labelstock Antitrust Litig.*,  
584 F. Supp. 2d 697 (M.D. Pa. 2008) ..... 12

*In re Prudential Sec. Inc. Ltd. P’ships Litig.*,  
164 F.R.D. 362 (S.D.N.Y. 1996) ..... 18

*In re Residential Doors Antitrust Litig.*,  
No. 94–3744, Civ.A. 96–2125, MDL 1039, 1998 WL 151804 (E.D. Pa. April 2, 1998) ..... 16

*In re Scrap Metal Antitrust Litig.*,  
527 F.3d 517 (6th Cir. 2008) ..... 24, 25, 26

*In re Southeastern Milk Antitrust Litig.*,  
No. 2:08-md-1000, 2010 WL 3521747 (E.D. Tenn. Sept. 7, 2010) ..... 25

*In Re Telectronics Pacing Sys. Inc.*,  
137 F. Supp. 2d 985 (S.D. Ohio 2001) ..... 8, 9, 11

*In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*,  
722 F.3d 838 (6th Cir. 2013) ..... 19, 24, 26

*Int’l Union, United Auto., Aerospace & Agric. Implement Workers of Am. v. Ford Motor Co.*,  
No. 05-74730, 2006 WL 1984363 (E.D. Mich. July 13, 2006) ..... passim

*IUE–CWA v. Gen. Motors Corp.*,  
238 F.R.D. 583 (E.D. Mich. 2006) ..... 8, 9, 11, 12

*Lessard v. City of Allen Park*,  
372 F. Supp. 2d 1007 (E.D. Mich. 2005) ..... 8

*Levy v. Medline Indus, Inc.*,  
716 F.3d 510 (9th Cir. 2013) ..... 25

*Marcus v. Dep’t of Revenue*,  
206 F.R.D. 509 (D. Kan. 2002)..... 23

*Miller v. Univ. of Cincinnati*,  
241 F.R.D. 285 (S.D. Ohio 2006) ..... 19

*Mullane v. Cent. Hanover Bank & Trust Co.*,  
339 U.S. 306 (1950)..... 17, 18

*New England Health Care Employees Pension Fund v. Fruit of the Loom, Inc.*,  
234 F.R.D. 627 (W.D. Ky. 2006)..... 9

*Paper Systems Inc. v. Mitsubishi Corp.*,  
193 F.R.D. 601 (ED. Wis. 2000) ..... 27

*Peters v. Nat’l R.R. Passenger Corp.*,  
966 F.2d 1483 (D.C. Cir. 1992)..... 17

*Phillips Petroleum Co. v. Shutts*,  
472 U.S. 797 (1985)..... 17

*Powers v. Hamilton Cnty. Public Defender Comm.*,  
501 F.3d 595 (6th Cir. 2007) ..... 25

*Senter v. Gen. Motors Corp.*,  
532 F.2d 511 (6th Cir. 1976) ..... 22

*Sheick v. Auto. Component Carrier LLC*,  
No. 09-14429, 2010 WL 4136958 (E.D. Mich. Oct. 18, 2010)..... passim

*Sprague v. General Motors Corp.*,  
133 F.3d 388 (6th Cir. 1998) ..... 19

*Stoetzner v. U.S. Steel Corp.*,  
897 F.2d 115 (3d Cir. 1990)..... 15

*Stout v. J.D. Byrider*,  
228 F.3d 709 (6th Cir. 2000) ..... 22

*Sullivan v. DB Investments, Inc.*,  
667 F.3d 273 (3d Cir. 2011)..... 10

*TBK Partners, Ltd. v. Western Union Corp.*,  
675 F.2d 456 (2d Cir. 1982)..... 15

*Thacker v. Chesapeake Appalachia, LLC*,  
259 F.R.D. 262 (E.D. Ky. 2009) ..... 19

*UAW v. General Motors Corp.*,  
497 F.3d 615 (6th Cir. 2007) ..... passim

*Van Horn v. Trickey*,  
840 F.2d 604 (8th Cir. 1988) ..... 9

*Williams v. Vukovich*,  
720 F.2d 909 (6th Cir. 1983) ..... 8, 13, 14

**Rules**

Fed. R. Civ. P. 23 ..... 10, 18

Fed. R. Civ. P. 23(a)(3) ..... 21, 22

Fed. R. Civ. P. 23(a)(4) ..... 22

Fed. R. Civ. P. 23(b)(2) ..... 19

Fed. R. Civ. P. 23(c)(2)(B) ..... 17

Fed. R. Civ. P. 23(e)(1) ..... 17

Fed. R. Civ. P. 23(a) ..... 19, 22, 24

Fed. R. Civ. P. 23(a)(1) ..... 19

Fed. R. Civ. P. 23(a)(2) ..... 20

Fed. R. Civ. P. 23(b) ..... 19

Fed. R. Civ. P. 23(b)(3) ..... passim

Fed. R. Civ. P. 23(c)(3) ..... 17

Fed. R. Civ. P. 23(e) ..... 17

Fed. R. Civ. P. 23(g) ..... 23

**Other Authorities**

4 NEWBERG ON CLASS ACTIONS § 18.05 ..... 20

MANUAL FOR COMPLEX LITIGATION (Fourth) § 21.311, at 288 (2004) ..... 18

NEWBERG § 3:10 at 278 ..... 20

### **Introduction**

The End-Payor Plaintiffs (“EPPs”) respectfully seek final approval of the settlements reached with the settling defendants described below.

These settlements collectively make available nearly \$225 million in cash for the benefit of the settlement classes and also require the settling defendants to provide significant cooperation to the EPPs in the continued prosecution of EPPs’ claims against the non-settling defendants. The settlements also provide that certain of the settling defendants will not engage in certain specified conduct for a period of two years that would violate the antitrust laws involving the automotive parts that are at issue in these lawsuits.

As explained below, the settlements provide for an excellent result for the classes in light of the substantial risks of litigation. In negotiating the settlements, Settlement Class Counsel for the EPPs generally took into account the evidence supporting EPPs’ claims, the dollar volume of commerce affected by the particular settling defendant’s conduct, the defenses that the settling defendants had and were expected to raise, and the substantial value provided by the settling defendants’ agreements to cooperate with the EPPs’ in the continued prosecution of their claims against the non-settling defendants. EPPs therefore respectfully submit that the proposed settlements are fair, reasonable, and adequate, and should be granted final approval.

Notice of these settlements, as required by Rule 23 and in compliance with this Court’s orders, was provided through the notice plan approved by the Court. *See, e.g.*, Case No. 12-cv-00103, ECF No. 421. The response from the members of the settlement classes has been positive to date. There have been no objections to the settlements thus far, nor have there been any requests for exclusion by any class members.

To effectuate the settlements, it is also respectfully submitted that the Court should certify the settlement classes it provisionally certified in its preliminary approval orders. The classes meet all of the requirements for certification as settlement classes and should be granted final certification. The Court should also confirm the appointment of Settlement Class Counsel.

### **Background**

#### **I. The Settlements Provide Substantial Benefits to EPPs.**

##### **A. Cash Components of the Settlements.**

The Court previously preliminarily approved each of the settlements (the “Settlements”) between EPPs and a number of the settling defendants (collectively, the “Settling Defendants”). Those Settlements are now before the Court for final approval. The Settling Defendants are: Nippon Seiki Company Ltd., N.S. International, Ltd., and New Sabina Industries, Inc. (collectively, “Nippon Seiki”); Lear Corporation (“Lear”); Kyungshin-Lear Sales and Engineering, LLC (“KL Sales”); Autoliv, Inc., Autoliv ASP, Inc., Autoliv B.V. & Co. KG, Autoliv Safety Technology, Inc., and Autoliv Japan Ltd (collectively, “Autoliv”); TRW Deutschland Holding GmbH and ZF TRW Automotive Holdings Corp. (f/k/a TRW Automotive Holdings Corp.) (collectively, “TRW”); Yazaki Corporation and Yazaki North America, Inc. (collectively, “Yazaki”); Panasonic Corporation and Panasonic Corporation of North America (collectively, “Panasonic”); Hitachi Automotive Systems, Ltd. (“HIAMS”); T. RAD Co., Ltd. and T.RAD North America, Inc. (collectively, “T.RAD”); Fujikura Ltd. and Fujikura Automotive America LLC (collectively, “Fujikura”), and Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc. (incorporating K&S Wiring Systems, Inc.); Sumitomo Wiring Systems (U.S.A.) Inc. (collectively, “Sumitomo”).

The Settlements involve nine defendants and their affiliates and nineteen automotive parts (the “Settled Parts”) that EPPs contend were the subject of illegal bid rigging and price-

fixing. For the Settlements currently before the Court, the Settling Defendants, Settled Parts, and settlement amounts are as follow:

<b>Settling Defendant</b>	<b>Automotive Parts Case</b>	<b>Settlement Fund</b>
Autoliv	Occupant Safety Systems	\$19,000,000
Fujikura	Automotive Wire Harness Systems	\$7,144,000
HIAMS	Air Flow Meters	\$5,047,920
	Alternators	\$6,216,420
	Electronic Throttle Bodies	\$6,870,780
	Fuel Injection Systems	\$8,693,640
	Ignition Coils	\$7,431,660
	Inverters	\$2,337,000
	Motor Generators	\$2,337,000
	Starters	\$3,832,680
	Valve Timing Control Devices	\$3,972,900
KL Sales	Automotive Wire Harness Systems	\$228,000
Lear	Automotive Wire Harness Systems	\$3,040,000
Nippon Seiki	Instrument Panel Clusters	\$4,560,000
Panasonic	HID Ballasts	\$5,510,596
	Steering Angle Sensors	\$6,293,229
	Switches	\$5,296,175
Sumitomo	Automotive Wire Harness Systems	\$35,817,220
	Heater Control Panels	\$2,182,780
T.RAD	ATF Warmers	\$741,000
	Radiators	\$6,669,000
TRW	Occupant Safety Systems	\$5,446,350
Yazaki	Automotive Wire Harness Systems	\$73,267,000
	Fuel Senders	\$58,000
	Instrument Panel Clusters	\$2,675,000
	<b>TOTAL</b>	<b>\$224,668,350</b>

Because of the different parts involved, there are twenty-five settlement classes (the “Settlement Classes”). As part of the settlement negotiations, EPPs generally considered the evidence regarding the defendants’ conduct, the estimated dollar amount of commerce affected by that conduct, and the value of the other settlement terms, including, most particularly, the value of discovery cooperation offered by the Settling Defendants. *See* Joint Declaration of

Steven N. Williams, Hollis Salzman, and Marc M. Seltzer in Support of End-Payor Plaintiffs' Motion for Final Approval of Settlement with Certain Defendants and for Certification of Settlement Classes ("Joint Decl."), filed concurrently herewith as Exhibit 1. In the opinion of Settlement Class Counsel, the Settlements are an excellent result for the Settlement Classes and are fair, reasonable, and adequate. *Id.*

**B. Cooperation and Other Terms.**

As noted above, in addition to very substantial cash payments, the Settling Defendants are required to provide EPPs with various forms of cooperation, including (1) producing documents and data relevant to the ongoing claims of the EPPs against the non-settling defendants; (2) making witnesses available for interviews with EPP representatives; (3) providing assistance in understanding certain data and other information produced to EPPs; and (4) facilitating the use of such data and information at trial. Those terms were described in the preliminary approval motions and are set forth at length in the settlement agreements between the parties (the "Settlement Agreements"). Certain of the Settling Defendants have also agreed not to engage in certain specified conduct for a period of two years that would violate the antitrust laws involving the Settled Parts.

In exchange for the settlement payments, and cooperation, the Settlements provide for the release of "Released Claims" against Settling Defendants and other "Releasees" (as defined in the Settlement Agreements). The Settlement Agreements will not affect other current or future defendants' joint and several liability for the Settling Defendants' alleged wrongdoing. Each of the Settling Defendants' sales remain in their respective cases, and the non-settling defendants—other than those who are ultimately entitled to the reduced liability provisions of the Antitrust Criminal Penalty Enhancement and Reform Act—remain jointly and severally liable for damages applicable to those sales, less only the amounts paid in settlement. Thus, the Settlement

Agreements will not limit the Settlement Classes' right to recover the full amount of the damages available under the law from the non-settling defendants, against whom EPPs continue to prosecute their claims.

The Settlement Agreements are the product of lengthy negotiations between counsel very experienced in prosecuting and defending complex antitrust class action cases. The Settlement Agreements were all negotiated over an extended period of time by Settlement Class Counsel and Settling Defendants' counsel, through in-person and telephonic meetings and correspondence, assisted in several instances, by experienced mediators. In preparation for such negotiations, Settlement Class Counsel undertook a diligent and thorough investigation of the legal and factual issues presented by this litigation. Thus, Settlement Class Counsel were well informed as to the facts of the case and the strength and weaknesses of the claims asserted by the EPPs when the Settlement Agreements were negotiated.

## **II. The Notice Plan was Carried Out and Provided Adequate Notice of the Settlements.**

The Settlements provide substantial cash benefits to consumers and other class members who purchased or leased new motor vehicles not for resale containing the automotive parts subject to the settlements, or indirectly purchased one or more of those automotive parts as a replacement part, in jurisdictions that allow EPPs to seek money damages or restitution: Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin (the "IPP States").

Through a preeminent class action notice consultant, Kinsella Media, LLC ("Kinsella"), EPPs implemented a class-notice program utilizing paid and earned media. Kinsella used syndicated data available from the GfK MediaMark Research, Inc.'s ("GfK MRI") 2015

*Doublebase Study*<sup>1</sup> to select a target audience with demographics that encompass the characteristics of members of the Settlement Classes. *See* Case No. 12-cv-00103, ECF No. 414. The multi-faceted class notice program included published notice in publications like *Sports Illustrated*, *Time*, *The Wall Street Journal* and *Automotive News*, and online media efforts through banner advertisements on outlets like Facebook and Yahoo!. *See* Interim Declaration of Katherine Kinsella (“Kinsella Decl.”), filed concurrently herewith as Exhibit 2. To date,<sup>2</sup> these banner advertisements have delivered a total estimated 304,136,564 gross impressions.<sup>3</sup> *Id.* The banner advertisements will run until March 20, 2016 across the partner websites. *Id.* At a minimum, the total number of planned gross impressions, which is 337,849,000, will be reached. The earned media component of this notice program included multimedia news release (“MNR”) distributed on PR Newswire’s US1 National Circuit on February 16, 2016. *Id.* As of March 8, 2016, the release was republished across 252 news websites and received over 14,487 views. *Id.* A total of 421 journalists engaged with the MNR. *Id.* This engagement contributed to coverage of the Settlements in major national outlets including: Reuters, *USA Today*, *NBC Money*,

---

<sup>1</sup> GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media, including broadcast, magazines, newspapers, and outdoor advertising. It provides a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics. GfK MRI produces the annual Doublebase Survey, a study of over 50,000 adults consisting of two full years of data. The sample consists of over 26,000 respondents. Fieldwork is done in two waves per year, each lasting six months and consisting of 13,000 interviews. At the end of the interview, the fieldworker presents a self-administered questionnaire that measures approximately 500 product/service categories, 6,000 brands, and various lifestyle activities.

<sup>2</sup> Kinsella has submitted an interim declaration at the request of Settlement Class Counsel for the purposes of this motion. Kinsella will submit a final declaration once the notice program has completed.

<sup>3</sup> Gross impressions are the total number of times a media vehicle containing the Notice is seen. This figure does not represent the total number of unique viewers of the Notice, as some viewers/readers will see the Notice in more than one media vehicle.

*Consumer Reports*, and *Automotive Weekly*. *Id.* Other earned media efforts included statewide press releases in the IPP States as well as outreach to 411 national and local reporters for print and television that generated two national news stories and 19 local outlet reprints. *Id.* Media outreach will continue through May 11, 2016. *Id.* Also, beginning on February 8, 2016, Kinsella registered sponsored keywords and phrases (e.g., “Auto Parts Settlement”) with all major search engines, including Google AdWords, Bing Microsoft Advertising, and their search partners. *Id.*

Members of the Settlement Classes also can contact a toll-free helpline or register online at the settlement website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), both of which are maintained by Garden City Group, LLC (“GCG”). *See* Interim Declaration of Lori Castaneda (“GCG Decl.”), filed concurrently herewith as Exhibit 3. The website provides answers to frequently asked questions, important deadlines, a list of the Settling Defendants, as well as provides access to documents relevant to the settlements, including the long form notice. *Id.* The website has been operational since October 12, 2015, and is accessible 24 hours a day, seven days a week. *Id.* As of March 8, 2016, the website has received visits from 503,380 unique visitors. *Id.*

### **III. The Reaction of Settlement Class Members was Positive.**

The reaction of EPP class members to these Settlements has been positive thus far. The deadline for submission of objections to the proposed settlements or requests for exclusion from the Settlement Classes is April 11, 2016. To date, there are no objections to any of the Settlements, no class members have requested to be excluded from the Settlement Classes, and no class members have requested an opportunity to be heard at the final fairness hearing. *Id.*<sup>4</sup>

---

<sup>4</sup> GCG will provide a final declaration that includes the total number of objections and requests for exclusion received as of the conclusion of the notice program.

### Legal Standard

The Sixth Circuit and courts in the Eastern District of Michigan “have recognized that the law favors the settlement of class action lawsuits.” *Griffin v. Flagstar Bancorp, Inc.*, No. 2:10-cv-10610, 2013 WL 6511860, at \*2 (E.D. Mich. Dec. 12, 2013); *see also In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2011 WL 717519, at \*7 (E.D. Mich. Feb. 22, 2011); *UAW v. General Motors Corp.*, 497 F.3d 615, 632 (6th Cir. 2007) (federal policy favors settlement of class actions). “Given that class settlements are favored, the role of the district court is limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement taken as a whole, is fair, reasonable and adequate to all concerned.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 594 (E.D. Mich. 2006) (internal quotation marks and citations omitted).

To be given final approval, a class action settlement must be “fair, reasonable, and adequate.” *Sheick v. Auto. Component Carrier LLC*, No. 2:09-cv-14429, 2010 WL 4136958, at \*14 (E.D. Mich. Oct. 18, 2010); *see also Packaged Ice*, 2011 WL 717519, at \*8. “There are three steps which must be taken by the court in order to approve a settlement: (1) the court must preliminarily approve the proposed settlement, (2) members of the class must be given notice of the proposed settlement, and (3) after holding a hearing, the court must give its final approval of the settlement.” *In Re Telectronics Pacing Sys. Inc.*, 137 F. Supp. 2d 985, 1026 (S.D. Ohio 2001) (citing *Williams v. Vukovich*, 720 F.2d 909, 921 (6th Cir. 1983)); *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2010 WL 3070161, at \*4 (E.D. Mich. Aug. 2, 2010).

The court considers whether the proposed settlement is “fair, adequate, and reasonable to those it affects and whether it is in the public interest.” *Lessard v. City of Allen Park*, 372 F. Supp. 2d 1007, 1009 (E.D. Mich. 2005) (citing *Vukovich*, 720 F.2d at 921-23). This determination requires consideration of “whether the interests of the class as a whole are better

served if the litigation is resolved by the settlement rather than pursued.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 522 (E.D. Mich. 2003) (citation omitted); *Sheick*, 2010 WL 4136958, at \*14-15.

The court has broad discretion when approving a class action settlement. *UAW*, 497 F.3d at 636; *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). In exercising this discretion, courts give considerable weight and deference to the view of experienced counsel as to the merits of an arm’s-length settlement. *Dick v. Spring Commc’ns*, 297 F.R.D. 283, 297 (W.D. Ky. 2014) (“The Court defers to the judgment of the experienced counsel associated with the case, who have assessed the relative risks and benefits of litigation.”). Indeed, a “presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery.” *New England Health Care Employees Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 632 (W.D. Ky. 2006) (citations omitted); *see also In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2003 WL 23316645, at \*6 (E.D. Pa. Sept. 5, 2003).

Because a settlement represents an exercise of judgment by the negotiating parties, a judge reviewing a settlement will not “substitute his or her judgment for that of the litigants and their counsel,” *IUE-CWA v. General Motors Corp.*, 238 F.R.D. 583, 593 (E.D. Mich. 2006), or “decide the merits of the case or resolve unsettled legal questions.” *Carson v. Am. Brands, Inc.*, 450 U.S. 79, 88 n. 14 (1981). There are two reasons for this. First, the object of settlement is to avoid the determination of contested issues, so the approval process should not be converted into an abbreviated trial on the merits. *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988). Second, “[b]eing a preferred means of dispute resolution, there is a strong presumption by courts in favor of settlement.” *Telectronics*, 137 F. Supp. 2d at 1008-09 (citing *Manual (Third)* §30.42

(1995)). This is particularly true in the case of class actions. *Berry v. Sch. Dist. of City of Benton Harbor*, 184 F.R.D. 93, 97 (W.D. Mich. 1998).

Because of the uncertainties and risks inherent in any litigation, courts take a common sense approach and approve class action settlements if they fall within a “range of reasonableness.” *Sheick*, 2010 WL 4136958, at \*15 (citation omitted). The court should guard against demanding too large a settlement, because a settlement “represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution.” *Int’l Union, United Auto., Aerospace & Agric. Implement Workers of Am. v. Ford Motor Co.*, No. 05-74730, 2006 WL 1984363, at \*23 (E.D. Mich. July 13, 2006) (citation omitted); accord *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 324 (3d Cir. 2011).

Finally, this Court has preliminarily approved the Settlement Agreements and “preliminary approval gives rise to a presumption that the settlement is fair, reasonable and adequate,” particularly in the absence of objections by class members. See *Fussell v. Wilkinson*, No. 1:03-cv-704, 2005 WL 3132321 at \*3 (S.D. Ohio Nov. 22, 2005).

### Argument

#### **IV. The Settlements are Fair, Reasonable, and Adequate and Should be Given Final Approval.**

The EPP settlements before the Court meet the criteria required for final approval under Rule 23 of the Federal Rules of Civil Procedure. They provide meaningful benefits and were reached after negotiations between experienced counsel who had sufficient background about the merits and defenses to the claims asserted. The settlements reflect a reasonable compromise in light of the liability, damages, and procedural uncertainties facing both the EPPs and the Settling Defendants.

Courts in the Sixth Circuit consider a number of factors when determining whether a settlement should be granted final approval: (1) the likelihood of success on the merits weighed against the amount and form of the relief offered in the settlement; (2) the complexity, expense, and likely duration of further litigation; (3) the opinions of class counsel and class representatives; (4) the amount of discovery engaged in by the parties; (5) the reaction of absent class members; (6) the risk of fraud or collusion; and (7) the public interest. *Packaged Ice*, 2011 WL 717519, at \*8; *see also UAW*, 497 F.3d at 631; *Griffin*, 2013 WL 6511860, at \*3; *Cardizem*, 218 F.R.D. at 522. No single factor is determinative and the court may weigh each factor based on the circumstances of the case. *Int'l Union*, 2006 WL 1984363, at \*21. The court may “choose to consider only those factors that are relevant to the settlement at hand.” *Id.* at \*22; *see also Grenada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (holding that a district court enjoys wide discretion in assessing the weight and applicability of factors).

**A. The Likelihood of the EPPs’ Success on the Merits Weighed Against the Relief Offered in the Settlements Supports Approval.**

The court assesses class action settlements “with regard to a ‘range of reasonableness,’ which ‘recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs inherent in taking any litigation to completion.’” *Sheick*, 2010 WL 4136958, at \*15 (quoting *IUE-CWA*, 238 F.R.D. at 594); *Int'l Union*, 2006 WL 1984363, at \*21. This is especially true for class actions, since they are “inherently complex.” *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1013 (S.D. Ohio 2001). “[S]ettlement avoids the costs, delays, and multitude of other problems associated with them.” *Id.* The fairness of such a settlement “turns in large part on the bona fides of the parties’ legal dispute.” *UAW*, 497 F.3d at 631. When considering the likelihood of plaintiffs’ success on the merits of the litigation, the ultimate question is whether the interests of the class as a whole are better served if the litigation

is resolved by settlement rather than pursued. *Sheick*, 2010 WL 4136958, at \*16 (citing *IUE-CWA*, 238 F.R.D. at 595).

EPPs believe they will prevail in these cases. Many of the Settling Defendants pleaded guilty to the very conduct alleged by EPPs in their complaints. But EPPs also recognize that success at trial is not guaranteed. Although illegal conspiracies existed to coordinate bidding and other activities concerning the Settled Parts, the settling and non-settling Defendants have vigorously defended these cases. Absent the Settlements, the Settling Defendants would have opposed EPP's motions for class certification; if that challenge failed, they would have moved for summary judgment of numerous issues; if that challenge failed, they would have offered numerous defenses to the EPPs' claims at trial. Even if EPPs successfully established that the Settling Defendants conspired to fix prices and rig bids, the Settling Defendants would offer expert testimony suggesting that damages were far less than sought by EPPs. EPPs dispute these arguments and believe they would prevail if the case proceeded to trial. But the Settlements avoid the risks of further litigation and ensure recovery for members of the Settlement Classes.

Moreover, the discovery cooperation that the Settling Defendants have agreed to provide is a substantial benefit to the classes and "strongly militates toward approval" of the settlements. *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 643 (E.D. Pa. 2003). This cooperation will enhance and strengthen EPPs' prosecution of claims against the Defendants who continue to litigate these cases. *Linerboard*, 292 F. Supp. 2d at 643; *Packaged Ice*, 2011 WL 717519, at \*10 (noting that cooperation by the settlement defendant "has already been beneficial to the Plaintiffs in their continued prosecution of their claims against the non-settling Defendants"); *In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008) ("[T]he benefit of obtaining the cooperation of the Settling Defendants tend to offset the fact that they

would be able to withstand a larger judgment.”). And certain of the Settling Defendants’ agreement not to engage in certain specified conduct for a period of two years that would violate the antitrust laws involving the automotive parts at issue also provides value to the Settlement Classes.

Settlement Class Counsel believe that the Settlements represent an excellent recovery for EPPs. Weighing the benefits of the Settlements against the risks of continued litigation tilts the scale heavily toward final approval. *See Griffin*, 2013 WL 6511860, at \*4; *Packaged Ice*, 2011 WL 717519, at \*9.

**B. The Complexity, Expense, and Likely Duration of Continued Litigation Favor Final Approval.**

“Settlement should represent ‘a compromise which has been reached after the risks, expense and delay of further litigation have been assessed.’” *Cardizem*, 218 F.R.D. at 523 (quoting *Vukovich*, 720 F.2d at 922). “[T]he prospect of a trial necessarily involves the risk that Plaintiffs would obtain little or no recovery.” *Id.* at 523.

Antitrust cases are notoriously difficult and protracted, and any final adjudicated recovery for the classes would almost certainly be years away, given the complexity of these cases and the potential for appeals. Should EPPs’ claims proceed to a trial, the trial would be expensive, time-consuming and complex, and likely involve testimony from multiple expert witnesses. Even a favorable trial outcome would likely be contested on appeal. Indeed, each subsequent step in the litigation process would require the classes to incur additional expenses without any assurances of a more favorable outcome than that provided by the Settlements.

The Court itself has had substantial opportunity to consider the claims and defenses in this litigation and knows that complex antitrust litigation of this scope and magnitude has many inherent risks that settlements extinguish. The fact that EPPs achieved very substantial

recoveries, which eliminate all risks of continued litigation while ensuring substantial payments for the benefit of the classes, supports final approval of the Settlements.

**C. The Judgment of Experienced Counsel Who Have Evaluated the Strength of the Claims, Defenses, and Risks Supports Approval.**

The Settlements were reached by experienced counsel after arm's-length negotiations and their judgment and recommendation to approve the Settlements should be provided some degree of deference. *Dick*, 297 F.R.D. at 296 (“Giving substantial weight to the recommendations of experienced attorneys, who have engaged in arms-length settlement negotiations, is appropriate.”) (quoting *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-MD01998, 2010 WL 3341200, at \*4 (W.D. Ky. Aug. 23, 2010)); see also *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d. 336, 341 (E.D. Pa. 2007).

In deciding whether a proposed settlement warrants approval, “[t]he Court should also consider the judgment of counsel and the presence of good faith bargaining between the contending parties.” *In re Delphi Corp. Sec., Deriv. & “ERISA” Litig.*, 248 F.R.D. 483, 498 (E.D. Mich. 2008). Counsel’s judgment “that settlement is in the best interest of the class ‘is entitled to significant weight, and supports the fairness of the class settlement.’” *Packaged Ice*, 2011 WL 717519, at \*11 (quoting *Sheick*, 2010 WL 4136958, at \*18). “In the absence of evidence of collusion (there is none here) this Court ‘should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs.’” *Date v. Sony Electronics, Inc.*, No. 07-15474, 2013 WL 3945981, at \*9 (E.D. Mich. Jul. 31, 2013) (quoting *Vukovich*, 720 F.2d at 922-23).

Settlement Class Counsel collectively have decades of experience in litigating antitrust class actions and other complex litigation. Similarly, counsel for the Settling Defendants are well-respected and experienced antitrust lawyers. Settlement Class Counsel believe that the

Settlements each provide an excellent result for the classes in light of the circumstances of each Settling Defendant's conduct and potential liability. *See* Joint Decl.

Moreover, the discovery and available information allowed Settlement Class Counsel to evaluate the strengths and weaknesses of the claims and defenses and to evaluate the benefits of the Settlements, which favor approval of the Settlement Agreements. *See Sheick*, 2010 WL 4136958 at \*19. Discovery in the above-captioned cases varied, but in each settlement negotiation, Settlement Class Counsel learned important information about the conspiracies through review of documents produced to the United States Department of Justice, proffers of information by cooperating Defendants, and/or discovery from this litigation. The amount of discovery completed is a factor to be considered in the settlement approval process, but there is no baseline required to satisfy this factor. *Packaged Ice*, 2010 WL 3070161, at \*5-6. The "question is whether the parties had adequate information about their claims." *Griffin*, 2013 WL 6511860, at \*4 (quoting *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 458 (S.D.N.Y. 2004)). The judgment of experienced counsel supports final approval of the Settlements.

**D. The Reaction of Class Members Weighs in Favor of Final Approval.**

The deadline for class members to exclude themselves from the proposed Settlement Classes is April 11, 2016. At this point, Settlement Class Counsel have received no objections to any of the Settlements. The reaction to date from the members of the Settlement Classes supports the adequacy of the settlements. *Stoetznner v. U.S. Steel Corp.*, 897 F.2d 115, 118-19 (3d Cir. 1990) (holding that objections by about 10% of class "strongly favors settlement"); *see also TBK Partners, Ltd. v. Western Union Corp.*, 675 F.2d 456, 458, 462 (2d Cir. 1982) (approving settlement despite objections of large number of class); *Taiifa v. Bayh*, 846 Supp. 723, 728 (N.D. Ind. 1994) (approving class settlement despite objections from more than 10% of

class); *Automotive Refinishing Paint*, 617 F.Supp.2d at 342 (“The fact that an overwhelming majority of the Class did not file objections is a significant element to consider in determining the overall fairness of the settlements.”); *In re Residential Doors Antitrust Litig.*, No. 94–3744, Civ.A. 96–2125, MDL 1039, 1998 WL 151804, at \*7 (E.D. Pa. April 2, 1998) (small number of exclusions and absence of objections “militates strongly in favor of approval” of proposed settlement). The lack of a single opt-out to date speaks volumes about the adequacy of the Settlements.

**E. The Settlements are Consistent with the Public Interest.**

“[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *Cardizem*, 218 F.R.D. at 530 (quoting *Granada*, 962 F.2d at 1205); *see also Griffin*, 2013 WL 6511860, at \*5; *Packaged Ice*, 2011 WL 717519, at \*12. In light of the conduct at issue and guilty pleas related to the claims here, there is no countervailing public interest that provides a reason to disapprove the Settlements. *Griffin*, 2013 WL 6511860, at \*5. This factor also supports final approval.

**F. The Settlement Agreements are the Result of Thorough Arm’s Length Negotiations Conducted by Highly Experienced Counsel.**

There is a presumption that settlement negotiations were conducted in good faith and that the resulting agreement was reached without collusion unless there is contrary evidence. *Griffin*, 2013 WL 6511860, at \*3; *Packaged Ice*, 2011 WL 717519, at \*12; *Int’l Union*, 2006 WL 1984363, at \*26; *Sheick*, 2010 WL 4136958, at \*19-20. The Settlements here were reached after adversarial litigation and often contentious discovery. The negotiations leading to the Settlements were conducted entirely at arm’s length and often took many months of hard bargaining to arrive at agreements. The Settlements were negotiated in

good faith with counsel on each side zealously representing the interests of their clients. (See Joint Decl.).

**V. Notice of the Settlements was Proper Under Rule 23(e) and Satisfied All Due Process Requirements.**

Federal Rule of Civil Procedure 23(e)(1) provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [proposed settlement].” Rule 23(e) notice must contain a summary of the litigation sufficient “to apprise interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections.” *UAW*, 497 F.3d at 629 (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). For Rule 23(b)(3) actions, “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). In addition, the notice must clearly and concisely state: (1) the nature of the action; (2) the class definition; (3) the class claims, issues, or defenses; (4) that a class member may enter an appearance through counsel; (5) that the court will exclude from the class any member who requests exclusion; (6) the time and manner for requesting exclusion; and (7) the binding effect of a class judgment on class members under Rule 23(c)(3). Fed. R. Civ. P. 23(c)(2)(B).

The purpose of notice in a class action is to “afford members of the class due-process which, in the context of the Rule 23(b)(3) class action, guarantees them the opportunity to be excluded from the class action and not be bound by any subsequent judgment.” *Peters v. Nat’l R.R. Passenger Corp.*, 966 F.2d 1483, 1486 (D.C. Cir. 1992) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-74 (1974)). Due process requires that absent class members be provided the best notice practicable, reasonably calculated to apprise them of the pendency of the action, and affording them the opportunity to opt out or object. *Phillips Petroleum Co. v.*

*Shutts*, 472 U.S. 797, 812 (1985); *see also UAW*, 497 F.3d at 629 (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). The “best notice practicable” does not mean actual notice, nor does it require individual mailed notice where there are no readily available records of class members’ individual addresses or where it is otherwise impracticable. *Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008); *In re Domestic Air Transp. Antitrust Litig.*, 141 F.R.D. 534, 548-53 (N.D. Ga. 1992); MANUAL FOR COMPLEX LITIGATION (Fourth) § 21.311, at 288 (2004) (“MANUAL”). The mechanics of the notice process “are left to the discretion of the court subject only to the broad ‘reasonableness’ standard imposed by due-process.” *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975). Each class member need not receive actual notice for the due-process standard to be met, “so long as class counsel acted reasonably in selecting means likely to inform persons affected.” *In re Prudential Sec. Inc. Ltd. P’ships Litig.*, 164 F.R.D. 362, 368 (S.D.N.Y. 1996).

The class notice program here was multi-faceted rather than relying on simply one medium of communication. The notice program used both paid and earned media. It included published notice in several national publications; online media efforts through social media sites and search engines; and earned media efforts through press releases, television news coverage, and a website. *See Kinsella Decl.* The notice program easily satisfied the requirements of Rule 23 and due process. *Packaged Ice*, 2011 WL 717519, at \*5; *Sheick*, 2010 WL 4136958 at \*15.

#### **VI. Certification of Settlement Classes is Appropriate.**

In its preliminary approval orders, the Court found that Rule 23’s requirements were met and provisionally certified, for purposes of settlement only, Settlement Classes relating to the parties and parts covered by the Settlements. It is well established that a class may be certified for purposes of settlement. *See, e.g., Amchem Prods., Inc. v. Windsor*, 521 U.S.

591 (1997); *Int'l Union*, 2006 WL 1984363, at \*3, \*18; *Cardizem*, 218 F.R.D. at 516-19; *Thacker v. Chesapeake Appalachia, LLC*, 259 F.R.D. 262, 266-70 (E.D. Ky. 2009). The Settlements meet the requirements of Rule 23(a) as well as the requirements of Rule 23(b)(2) and 23(b)(3) for settlement purposes.

**A. The Settlement Classes Satisfy Rule 23(a).**

Certification of a class requires meeting the requirements of Rule 23(a) and one subsection of Rule 23(b). *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838, 850-51 (6th Cir. 2013); *Griffin*, 2013 WL 6511860, at \*5; *Int'l Union*, 2006 WL 1984363, at \*19 (citing *Sprague v. General Motors Corp.*, 133 F.3d 388, 397 (6th Cir. 1998)). Certification is appropriate under Rule 23(a) if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interest of the class. *Griffin*, 2013 WL 6511860, at \*5; *Date*, 2013 WL 3945981, at \*3.

**1. The Settlement Classes Are So Numerous That It Is Impracticable To Bring All Class Members Before The Court.**

No magic number is required to satisfy the numerosity requirement of Rule 23(a)(1). *Miller v. Univ. of Cincinnati*, 241 F.R.D. 285, 288 (S.D. Ohio 2006). A class representative need only show that joining all members of the potential class is extremely difficult or inconvenient. *Golden v. City of Columbus*, 404 F.3d 950, 965 (6th Cir. 2005). The “sheer number of potential litigants in a class, especially if it is more than several hundred, can be the only factor needed to satisfy Rule 23(a)(1).” *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. 393, 403 (S.D. Ohio 2007) (citing *Bacon v. Honda of America Mfg., Inc.*, 370 F.3d 565, 570 (6th Cir. 2004)); see also *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1079 (6th Cir. 1996).

Here, the Settlement Classes consist of persons and entities who, for the last ten or more years depending on the Settlement Agreement, purchased or leased a new motor vehicle in the United States not for resale that included at least one of the Settled Parts, or indirectly purchased one or more of the Settled Parts as a replacement part, which were manufactured or sold by a Settling Defendant, any current or former parent, subsidiary, or affiliate of Defendant or any co-conspirator of the Defendants. It is beyond dispute that during the class periods, thousands of persons and entities throughout the United States have purchased or leased new motor vehicles, not for resale, containing Settled Parts. Because of the large number of class members and their geographical distribution throughout the United States, joinder is not just highly impractical, it would be impossible.

**2. Common Questions of Law and Fact Exist.**

That common questions of law and fact exist is evident here. “[A]llegations concerning the existence, scope and efficacy of an alleged conspiracy present questions adequately common to class members to satisfy the commonality requirement.” *In re Flat Glass Antitrust Litig.*, 191 F.R.D. 472, 478 (W.D. Pa. 1999) (citing 4 NEWBERG ON CLASS ACTIONS § 18.05-15 (3d ed. 1992)). Thus, in price fixing cases, courts “have consistently held that the very nature of a conspiracy in an antitrust action compels a finding that common questions of law and fact exist.” *In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, No. M 02-1486 PJH, 2006 U.S. Dist. LEXIS 39841 (N.D. Cal. June 5, 2006); *see also* NEWBERG § 3:10 at 278 (“[In an] antitrust action on behalf of purchasers who have bought defendants’ products at prices that have been maintained above competitive levels by unlawful conduct, the courts have held that the existence of an alleged conspiracy or monopoly is a common issue that will satisfy the Rule 23(a)(2) prerequisite”).

Here, EPPs have identified the following issues common within each of the Settlement Classes:

- Whether Defendants engaged in combinations and conspiracies among themselves to fix, raise, maintain, or stabilize the prices of the Settled Parts sold in the United States;
- Whether Defendants engaged in combinations and conspiracies among themselves to rig bids quoted to customers of the Settled Parts sold in the United States;
- Whether Defendants engaged in combinations and conspiracies to allocate customers and the markets for the Settled Parts sold in the United States;
- The duration of the illegal contracts, combinations, and/or conspiracies;
- Whether Defendants' conduct resulted in unlawful overcharges on the prices of the Settled Parts; and
- Whether unlawful overcharges on the price of the Settled Parts were passed-through to the indirect purchasers of the Settled Parts, and if so, the appropriate measure of damages.

Any one of these substantive issues would, standing alone, establish the requisite commonality under Rule 23(a)(2). *See, e.g., Packaged Ice*, 2011 WL 717519, at \*6 (holding that the commonality was satisfied by questions concerning “whether Defendants conspired to allocate territories and customers and whether their unlawful conduct caused Packaged Ice prices to be higher than they would have been absent such illegal behavior and whether the conduct caused injury to the Class Members”). “Indeed, consideration of the conspiracy issue would, of necessity, focus on defendants’ conduct, not the individual conduct of the putative class members.” *Flat Glass*, 191 F.R.D. at 484.

### **3. EPPs’ Claims are Typical of Those of the Settlement Classes.**

Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “In the antitrust context, typicality is established when the named plaintiffs and all class members allege[] the same antitrust violation by defendants.” *Cason-Merenda v. VHS of Mich., Inc.*, 296 F.R.D. 528, 537 (E.D. Mich. 2013) (quoting *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. at 405); *see*

also *Stout v. J.D. Byrider*, 228 F.3d 709, 717 (6th Cir. 2000); *In re Am. Med. Sys.*, 75 F.3d at 1082; *Packaged Ice*, 2011 U.S. Dist. LEXIS 17255 at \*40-41. “If there is a strong similarity of legal theories, the requirement [of typicality] is met, even if there are factual distinctions among named and absent class members.” *Griffin*, 2013 WL 6511860, at \*6 (quoting *Int’l Union*, 2006 WL 1984363, at \* 19); *Date*, 2013 WL 3945981, at \*3.

Because the EPP class representatives and the members of the Settlement Classes were all alleged victims of the conspiracies to fix prices, rig bids, and allocate the market and customers for the automotive parts at issue in the Settlement Agreements, and seek the same relief, Rule 23(a)(3) is satisfied. *See Cason-Merenda*, 296 F.R.D. at 537 (finding typicality met where “the claims of the named Plaintiffs and those of the remaining members of the proposed class all arise from the same conspiracy and are based on the same theory of liability under the Sherman Act.”) (internal quotation marks and citation omitted); *Packaged Ice*, 2011 U.S. Dist. LEXIS 17255 at \*40-41 (“Because all Class Members’ claims arise from . . . a conspiracy to allocate markets in violation of the Sherman Act, their claims are based on the same legal theory and the typicality requirement . . . is met”).

**4. EPP Class Representatives and Their Counsel Have Fairly and Adequately Represented the Interests of the Class Members.**

The final requirement of Rule 23(a) is that the representative parties “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Sixth Circuit has articulated two criteria for determining adequacy of representation: “1) [t]he representative must have common interests with unnamed members of the class, and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel.” *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. at 407 (quoting *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976)).

There are no conflicts between EPPs and the Settlement Classes because EPPs and members of the Settlement Classes: purchased or leased in the United States new motor vehicles, not for resale, containing the Settled Parts and/or purchased Settled Parts as a stand-alone replacement product have the same interest in establishing liability. *See In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 208 (5th Cir. 1981) (certifying settlement class and holding that “so long as all class members are united in asserting a common right, such as achieving the maximum possible recovery for the class, the class interests are not antagonistic for representation purposes” (internal quotation marks and citation omitted)). EPPs and the members of the Settlement Classes also share a common interest in obtaining Settling Defendants’ early and substantial cooperation in prosecuting the claims against the non-Settling Defendants as well as the equitable relief obtained against certain of the Settling Defendants.

Rule 23(g) requires the court to examine the capabilities and resources of class counsel to determine whether they will provide adequate representation to the class. The Settlement Classes are represented by counsel with extensive experience in antitrust and class action litigation. They have vigorously prosecuted the classes’ claims, and they will continue to do so through all phases of the litigation, including trial. *See Marcus v. Dep’t of Revenue*, 206 F.R.D. 509, 512 (D. Kan. 2002) (“In absence of evidence to the contrary, courts will presume the proposed class counsel is adequately competent to conduct the proposed litigation”). The Court appointed Cotchett, Pitre & McCarthy, LLP, Robins Kaplan LLP, and Susman Godfrey L.L.P. as Interim Co-Lead Class Counsel on behalf of EPPs in these actions and the other automotive parts antitrust cases within Master File No. 2:12-md-2311. *See* Case Management Order No. 3 filed as ECF No. 271. The Court also appointed these same firms as Settlement Class Counsel in each of the orders preliminarily approving the Settlement Agreements. *See supra* note 1. For

the same reasons that the Court appointed them to these positions, it should appoint them Settlement Class Counsel here.

**B. EPPs' Claims Satisfy the Prerequisites of Rule 23(b)(3) for Settlement Purposes.**

To qualify for certification under Rule 23(b)(3), a class must meet two requirements beyond the Rule 23(a) prerequisites: common questions must predominate over any questions affecting only individual members and class resolution must be superior to other available methods for the fair and efficient adjudication of the controversy. *Amchem*, 521 U.S. at 615; *see also In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 535 (6th Cir. 2008). With respect to both requirements, the Court need not inquire whether the “case, if tried, would present intractable management problems, for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620 (internal citations omitted).

**1. Common Legal and Factual Questions Predominate.**

The Rule 23(b)(3) requirement that common issues predominate ensures that a proposed class is “sufficiently cohesive to warrant certification.” *Amchem*, 521 U.S. at 623. The predominance requirement is met where “the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, . . . predominate over those issues that are subject only to individualized proof.” *Beanie v. CenturyTel, Inc.*, 511 F.3d 554, 564 (6th Cir. 2007) (citation omitted). “Rule 23(b)(3) does not mandate that a plaintiff seeking class certification prove that each element of the claim is susceptible to classwide proof.” *In re Whirlpool Corp.*, 722 F.3d at 859. Instead, “[a] claim will meet the predominance requirement when there exists generalized evidence which proves or disproves an element on a simultaneous, class-wide basis, since such proof obviates the need to examine each class member’s

individualized position.” *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. at 408 (quoting *In re Cardizem CD Antitrust Litig.*, 200 F.R.D. 297, 307 (E.D. Mich. 2001)).

Common questions need only predominate; they need not be dispositive of the litigation. *Id.* (citing *In re Potash Antitrust Litig.*, 159 F.R.D. 682, 693 (D. Minn. 1995)); *cf. In re Scrap Metal Antitrust Litig.*, 527 F.3d at 535-36 (holding issues regarding the amount of damages do not destroy predominance). “[T]he mere fact that questions peculiar to each individual member of the class action remain after the common questions of the defendant’s liability have been resolved does not dictate the conclusion that a class action is impermissible.” *Cason-Merenda*, 296 F.R.D. at 535 (quoting *Powers v. Hamilton Cnty. Public Defender Comm.*, 501 F.3d 595, 619 (6th Cir. 2007)). The Supreme Court very recently instructed that “Rule 23(b)(3) requires a showing that *questions* common to the class predominate, not that those questions will be answered, on the merits, in favor of the class.” *Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 133 S.Ct. 1184, 1191 (2013).<sup>5</sup>

Horizontal price-fixing cases are particularly well-suited for class certification because proof of the conspiracy presents a common, predominating question. *Scrap Metal*, 527 F.3d at 535; *Packaged Ice*, 2011 WL 717519, at \*6; *In re Southeastern Milk Antitrust Litig.*, No. 2:08-

---

<sup>5</sup> The Supreme Court’s decision in *Comcast Corp. v. Behrend*, 133 S.Ct. 1426 (2013), supports the appropriateness of class certification under Rule 23(b)(3) here. In *Comcast*, the Supreme Court found that the plaintiffs failed to establish that damages could be measured on a class-wide basis because only one of the plaintiffs’ four theories of antitrust impact could be proved in a manner common to the class. 133 S.Ct. at 1429-31. Under *Comcast*, plaintiffs must be able to show that their damages stemmed from the defendant’s actions that created the legal liability. *See Levy v. Medline Indus, Inc.*, 716 F.3d 510 (9th Cir. 2013). Here, all of the Settlement Classes’ claimed damages—the overcharge suffered as a result of inflated prices for the settled parts—stem from the Defendants’ alleged price-fixing conspiracies.

md-1000, 2010 WL 3521747, at \*5, 9-11 (E.D. Tenn. Sept. 7, 2010).<sup>6</sup> Affirming class certification in *Scrap Metal*, the Sixth Circuit observed that the “district court found that the ‘allegations of price-fixing and market allocation . . . will not vary among class members’ . . . Accordingly, the court found that the ‘fact of damages’ was a question common to the class even if the amount of damages sustained by each individual class member varied.” 527 F.3d at 535 (emphasis in original).

Here, the same set of core operative facts and theory of liability apply to claims against each of the Settling Defendants. Whether the Settling Defendants entered into illegal agreements to artificially fix prices of the automotive parts at issue in the Settlement Agreements is a question common to all members of the Settlement Classes because it is an essential element of proving an antitrust violation. Common questions also include whether, if such an agreement was reached, Settling Defendants violated the antitrust laws, and whether Settling Defendants’ acts caused anticompetitive effects. *See, e.g., Packaged Ice*, 2011 WL 717519, at \*6. If EPPs and the other Settlement Class members brought individual actions, they would each be required to prove the same claims in order to establish liability. For settlement purposes, common issues predominate.

## 2. Class Action Settlements Are Superior to Other Methods of Adjudication.

Rule 23(b)(3) lists factors to be considered in determining the superiority of proceeding as a class action compared to individual methods of adjudication: (1) the interests of the

---

<sup>6</sup> This is true even if there are individual state law issues, as long as the common issues still outweigh the individual ones, *e.g.*, as long as a common theory can be alleged as to liability and impact that can be pursued by the class. *See, e.g., In re Whirlpool Corp.*, 722 F.3d at 861 (“[I]t remains the ‘black letter rule’ that a class may obtain certification under Rule 23(b)(3) when liability questions common to the class predominate over damages questions unique to class members.” (internal quotation marks and citation omitted)); *Scrap Metal*, 527 F.3d at 535 (where common issues determine liability, fact that damages calculation may involve individualized issues does not defeat predominance).

members of the class in individually controlling the prosecution of separate actions; (2) the extent and nature of other pending litigation about the controversy by members of the class; (3) the desirability of concentrating the litigation in a particular forum; and (4) the difficulties likely to be encountered in management of the class action. Fed. R. Civ. P. 23(b)(3).

The Auto Parts litigation has been centralized in this Court and to date no member of a Settlement Class has requested exclusion from the Settlements. Thus, consideration of factors (1) - (3) demonstrates the superiority of these Settlement Classes. The fourth factor is not relevant in a settlement-only class because the potential difficulties in managing a trial of the case is extinguished by the settlement. *Amchem*, 521 U.S. at 620; *Cardizem*, 218 F.R.D. at 517.

In addition, “[g]iven the complexities of antitrust litigation, it is not obvious that all members of the class could economically bring suits on their own.” *In re Cardizem CD Antitrust Litig*, 200 F.R.D. at 325 (quoting *Paper Systems Inc. v. Mitsubishi Corp.*, 193 F.R.D. 601, 605 (E.D. Wis. 2000)). Proceeding as a class action will conserve judicial and private resources and will provide a single outcome that is binding on all Settlement Class members. *Cardizem*, 200 F.R.D. at 351. The alternatives to these Settlements are a multiplicity of separate lawsuits or no recourse for many class members for whom the cost of pursuing individual litigation would be prohibitive. See *In re Flonase Antitrust Litig.*, 284 F.R.D. 207, 234 (E.D. Pa. 2012); *In re NASDAQ Market-Makers Antitrust Litig.*, 169 F.R.D. 493, 527 (S.D.N.Y 1996). The certification of Settlement Classes is superior to the alternatives in this litigation.

### **Conclusion**

For the foregoing reasons, EPPs respectfully request that the Court grant final approval of the Settlements and grant final certification of the Settlement Classes for purposes of settlement.

Date: March 10, 2016

Respectfully submitted,

By: /s/ Devon P. Allard

E. Powell Miller

Devon P. Allard

**THE MILLER LAW FIRM, P.C.**

950 W. University Dr., Ste. 300

Rochester, Michigan 48307

Telephone: (248) 841-2200

Facsimile: (248) 652-2852

epm@millerlawpc.com

dpa@millerlawpc.com

*Interim Liaison Counsel for the Proposed End-Payor Plaintiff Classes*

Steven N. Williams

Demetrius X. Lambrinos

Elizabeth Tran

**COTCHETT, PITRE & McCARTHY, LLP**

San Francisco Airport Office Center

840 Malcolm Road, Suite 200

Burlingame, CA 94010

Telephone: (650) 697-6000

Facsimile: (650) 697-0577

swilliams@cpmlegal.com

dlambrinos@cpmlegal.com

etran@cpmlegal.com

Hollis Salzman

Bernard Persky

William V. Reiss

**ROBINS KAPLAN LLP**

601 Lexington Avenue, Suite 3400

New York, NY 10022

Telephone: (212) 980-7400

Facsimile: (212) 980-7499

hsalzman@robinskaplan.com

bpersky@robinskaplan.com

wreiss@robinskaplan.com

Marc M. Seltzer

Steven G. Sklaver

**SUSMAN GODFREY L.L.P.**

1901 Avenue of the Stars, Suite 950

Los Angeles, CA 90067-6029

Telephone: (310) 789-3100

Facsimile: (310) 789-3150

mseltzer@susmangodfrey.com

ssklaver@susmangodfrey.com

Terrell W. Oxford

Omar Ochoa  
**SUSMAN GODFREY L.L.P.**  
901 Main Street, Suite 5100  
Dallas, TX 75202  
Telephone: (214) 754-1900  
Facsimile: (214)754-1933  
toxford@susmangodfrey.com  
oochoa@susmangodfrey.com

Chanler A. Langham  
**SUSMAN GODFREY L.L.P.**  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 651-6666  
clangham@susmangodfrey.com

*Interim Co-Lead Class Counsel for the Proposed  
End-Payor Plaintiff Classes*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 10, 2016, I electronically filed the foregoing documents with the Clerk of the Court using the ECF system, which will send electronic notification of such filings upon all registered counsel of record.

THE MILLER LAW FIRM, P.C.

By: /s/ Devon P. Allard

E. Powell Miller (P39487)

Devon P. Allard (P71712)

THE MILLER LAW FIRM, P.C.

950 W. University Drive

Suite 300

Rochester, MI 48307

Telephone: (248) 841-2200

Facsimile: (248) 652-2852

epm@millerlawpc.com

dpa@millerlawpc.com

*Interim Liaison Counsel for End-Payor Plaintiffs*

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	:	Master File No. 12-md-02311 Honorable Marianne O. Battani
IN RE: WIRE HARNESS	:	Case No. 2:12-cv-00103-MOB-MKM
IN RE: INSTRUMENT PANEL CLUSTERS	:	Case No. 2:12-cv-00203-MOB-MKM
IN RE: FUEL SENDERS	:	Case No. 2:12-cv-00303-MOB-MKM
IN RE: HEATER CONTROL PANELS	:	Case No. 2:12-cv-00403-MOB-MKM
IN RE: OCCUPANT SAFETY RESTRAINT SYSTEMS	:	Case No. 2:12-cv-00603-MOB-MKM
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: SWITCHES	:	Case No. 2:13-cv-01303-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: STEERING ANGLE SENSORS	:	Case No. 2:13-cv-01603-MOB-MKM
IN RE: HID BALLASTS	:	Case No. 2:13-cv-01703-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION FLUID WARMERS	:	Case No. 2:13-cv-02403-MOB-MKM
IN RE: VALVE TIMING CONTROL DEVICES	:	Case No. 2:13-cv-02503-MOB-MKM Case No. 2:13-cv-02603-MOB-MKM
IN RE: ELECTRONIC THROTTLE BODIES	:	
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	:	

**JOINT DECLARATION OF STEVEN N. WILLIAMS, HOLLIS SALZMAN, AND  
MARC M. SELTZER IN SUPPORT OF END-PAYOR PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF SETTLEMENT WITH CERTAIN DEFENDANTS AND FOR  
CERTIFICATION OF SETTLEMENT CLASSES**

Steven N. Williams, Hollis Salzman, and Marc M. Seltzer jointly declare as follows:

1. Steven N. Williams is an attorney licensed to practice law in the State of California and a partner at the law firm of Cotchett, Pitre & McCarthy, LLP. Hollis Salzman is an attorney licensed to practice law in the State of New York and a partner at the law firm of Robins Kaplan LLP. Marc M. Seltzer is an attorney licensed to practice law in the State of California and a partner at the law firm of Susman Godfrey L.L.P. They are each admitted to practice before this Court, and collectively they are the Settlement Class Counsel for the End-Payor Plaintiffs (“EPPs”) in this litigation. *See infra* ¶ 6 & n.1.

2. Each declares that he or she has personal knowledge of the matters set forth herein, and if called upon to testify thereto, could do so competently. Each makes this declaration pursuant to 28 U.S.C. § 1746.

### **The Action**

3. The EPPs in the *Auto Parts Antitrust Litigation* are persons or entities who purchased or leased a new motor vehicle containing the automotive component parts at issue in this litigation in the United States not for resale. EPPs have alleged that the defendants in the *Auto Parts* cases, who are some of the largest auto parts manufacturers in the world, conspired with each other and other co-conspirators to fix the price, rig bids for, and allocate the markets of auto parts incorporated into motor vehicles manufactured by automobile manufacturers.

4. The first case in this MDL alleging price fixing and bid rigging in the automotive parts industry was *Wire Harness*, Case No. 2:12-cv-00100. On February 7, 2012, the United States Judicial Panel on Multidistrict Litigation (“Judicial Panel” or “Panel”) transferred actions sharing “factual questions arising out of an alleged conspiracy to inflate, fix, raise, maintain, or

artificially stabilize prices of automotive wire harness systems” to the Eastern District of Michigan.

5. After complaints were filed alleging conspiracies to fix prices of additional component parts, including Instrument Panel Clusters, Case No. 2:12-cv-00200; Heater Control Panels, Case No. 2:12-cv-00400; and Fuel Senders, Case No. 2:12-cv-00300; the Judicial Panel determined that including all actions involving price fixing in the automotive parts industry in MDL No. 2311 would result in the most efficient handling of the case. The additional component part cases were transferred to this Court for coordinated pretrial proceedings, and In re: Automotive Wire Harness Systems Antitrust Litigation was renamed “In re: Automotive Parts Antitrust Litigation.” To date, thirty-five class action antitrust price-fixing cases involving different parts have been filed and are pending before the Court.

6. On March 23, 2012, the Court appointed Cotchett, Pitre & McCarthy, LLP, Robins Kaplan LLP,<sup>1</sup> and Susman Godfrey L.L.P. as Interim Co-Lead Class Counsel in the Wire Harness action and made the same appointment on August 7, 2012, for the other automotive parts antitrust cases within Master File No. 2:12-md-2311. *See* Order Granting End-Payor Plaintiffs’ Application for Appointment of Interim Co-Lead Class Counsel and Liaison Counsel, ECF No. 65, and Case Management Order No. 3, ECF No. 271.

### **Vigorous Prosecution On Behalf of the EPP Classes**

7. Since our appointment as EPP Interim Co-Lead Class Counsel, our firms have together supervised the activities of all counsel for the EPPs in prosecuting this litigation. This litigation is unique in its size and complexity. From the outset, our firms have diligently worked

---

<sup>1</sup> The Court originally appointed Labaton Sucharow LLP as Interim Co-Lead Class Counsel on March 23, 2012, but later amended the order to substitute Robins, Kaplan, Miller & Ciresi L.L.P. as Interim-Co-Lead Counsel for EPPs. *See* Master File No. 2:12-md-2311, ECF No. 505.

to advance the claims of members of the proposed EPP classes, and have performed the following services on behalf of the proposed EPP classes:

- Extensive research into the worldwide automotive parts industry, as well as the federal antitrust laws and the antitrust, consumer protection, and unjust enrichment laws of more than 30 states and the District of Columbia;
- Researching and drafting scores of class action complaints, including numerous amended complaints, incorporating extensive new factual information obtained as a result of additional factual investigation, document review, and proffers and interviews of witnesses made available by certain settling and cooperating Defendants;
- Reviewing and analyzing millions of pages of English and foreign language documents (many of which EPP Class Counsel were required to translate) produced by Defendants;
- Drafting and coordinating discovery by all Plaintiff groups against well over 100 Defendants as well as preparing and arguing numerous contested discovery motions;
- Meeting with Defendants' counsel in connection with factual proffers obtained pursuant to the cooperation provisions of settlement agreements or the Antitrust Criminal Penalty Enhancement Reform Act ("ACPERA"), interviewing key witnesses from various Defendant groups, including in federal prison in the United States;
- Coordinating the actions of EPPs, and sometimes of all Plaintiff groups, with the DOJ;
- Negotiating the terms of Defendants' subpoenas to non-plaintiff Auto Dealers and assisting in the preparation and service of numerous documents subject to Defendants' subpoenas;
- Obtaining, analyzing and producing thousands of pages of documents and data from 56 EPP class representatives, and responding to multiple rounds of detailed Interrogatories from ten separate sets of Defendants;
- Spearheading the negotiation and drafting of written discovery, discovery plans, protocols, and stipulations with Defendants and Plaintiffs' groups;
- Exchanging information and coordinating with counsel for Direct Purchaser Class Plaintiffs, Auto Dealer Class Plaintiffs, Truck Dealer Class Plaintiffs, City of Richmond, Ford Motor Company, and State Attorneys General regarding various issues;
- Preparing for and defending EPP class representative depositions;
- Meeting and coordinating with EPP economic and industry experts to analyze facts learned through investigation and discovery;

- Working with econometricians to discuss and craft appropriate damages methodologies in preparation for class certification, motion practice, and computation of class-wide damages for purposes of trial;
- Drafting, serving, and negotiating non-party discovery directed to automobile manufacturers and distributors including discovery-related motion practice, in collaboration with defendants and other plaintiffs' groups over the course of many months;
- Performing the many tasks necessary to achieve these settlements, including: analyzing economic evidence and data and formulating settlement demands; engaging in extensive negotiations with the Settling Defendants involving dozens of in-person meetings, countless other communications, and in many instances working with the assistance of outside mediators; negotiating and preparing drafts of settlement agreements; and preparing escrow agreements for each settlement; and

8. Crafting, in consultation with the EPP class notice expert, the extensive notice program that was approved by the Court. All of this work has been done on an entirely contingent fee basis in what is without doubt one of the most complex antitrust cases in the history of the antitrust laws.

#### **Settlement Negotiations and Preliminary Approval**

9. Beginning in the fall of 2012, EPP Interim Co-Lead Class Counsel engaged in good faith, arm's length discussions and negotiations with experienced defense counsel regarding potential resolution of EPPs' claims. Over the next few years, EPP Interim Co-Lead Class Counsel had numerous discussions, including by email, conference calls, in-person meetings, and mediations, resulting in a recovery of approximately \$225,000,000 for the benefit of the settlement classes from the following defendants in the following actions:

- Autoliv, Inc., Autoliv ASP, Inc., Autoliv B.V. & Co. KG, Autoliv Safety Technology, Inc. and Autoliv Japan Ltd. in Occupant Safety Systems;
- Fujikura, Ltd. and Fujikura Automotive America LLC in Wire Harness;

- Hitachi Automotive Systems, Ltd. in Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, Ignition Coils, Inverters, Motor Generators, Starters and Valve Timing Control Devices;
- Kyungshin-Lear Sales and Engineering, LLC in Wire Harness;
- Lear Corporation in Wire Harness;
- Nippon Seiki Co., Ltd., N.S. International, Ltd. and New Sabina Industries, Inc. in Instrument Panel Clusters;
- Panasonic Corporation and Panasonic Corporation of North America in HID Ballasts, Steering Angle Sensors and Switches;
- Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc. (incorporating K&S Wiring Systems, Inc.), and Sumitomo Wiring Systems (U.S.A.) Inc. in Wire Harness and Heater Control Panels;
- T.RAD Co., Ltd. and T.RAD North America, Inc. in ATF Warmers and Radiators;
- TRW Deutschland Holding GmbH and TRW Automotive Holdings Corporation (now known as “ZF TRW Automotive Holdings Corp.”) in Occupant Safety Systems; and
- Yazaki Corporation and Yazaki North America, Incorporated in Wire Harness, Fuel Senders, and Instrument Panel Clusters.

For the Settlements currently before the Court, the Settling Defendants, Settled Parts, and settlement amounts are as follow:

<b>Settling Defendant</b>	<b>Automotive Parts Case</b>	<b>Settlement Fund</b>
Autoliv	Occupant Safety Systems	\$19,000,000
Fujikura	Automotive Wire Harness Systems	\$7,144,000
HIAMS	Air Flow Meters	\$5,047,920
	Alternators	\$6,216,420
	Electronic Throttle Bodies	\$6,870,780
	Fuel Injection Systems	\$8,693,640
	Ignition Coils	\$7,431,660
	Inverters	\$2,337,000
	Motor Generators	\$2,337,000

	Starters	\$3,832,680
	Valve Timing Control Devices	\$3,972,900
KL Sales	Automotive Wire Harness Systems	\$228,000
Lear	Automotive Wire Harness Systems	\$3,040,000
Nippon Seiki	Instrument Panel Clusters	\$4,560,000
Panasonic	HID Ballasts	\$5,510,596
	Steering Angle Sensors	\$6,293,229
	Switches	\$5,296,175
Sumitomo	Automotive Wire Harness Systems	\$35,817,220
	Heater Control Panels	\$2,182,780
T.RAD	ATF Warmers	\$741,000
	Radiators	\$6,669,000
TRW	Occupant Safety Systems	\$5,446,350
Yazaki	Automotive Wire Harness Systems	\$73,267,000
	Fuel Senders	\$58,000
	Instrument Panel Clusters	\$2,675,000
	<b>TOTAL</b>	<b>\$224,668,350</b>

10. The Court preliminarily approved each of these settlements. *See* Orders approving settlements between EPPs and Nippon Seiki [Case No. 12-cv-00203, ECF No. 75] (Feb. 13, 2014); Lear [Case No. 12-cv-00103, ECF No. 209] (July 3, 2014); KL Sales [Case No. 12-cv-00103, ECF No. 209] (July 3, 2014); Autoliv [Case No. 12-cv-00603, ECF No. 83] (July 2, 2014); Yazaki [Case No. 12-cv-00103, ECF No. 231] (Oct. 16, 2014); [Case No. 12-cv-00203, ECF No. 103; and Case No. 12-cv-00303, ECF No. 95] (Oct. 10, 2014); TRW [Case No. 12-cv-00603, ECF No. 88] (Oct. 10, 2014); Panasonic [Case No. 13-cv-01303, ECF No. 46; Case No. 13-cv-01603, ECF No. 28; Case No. 13-cv-01703; ECF No. 95] (April 10, 2015); HIAMS [Case No. 13-cv-002003, ECF No. 23; Case No. 13-cv-00703, ECF No. 38; Case No. 13-cv-01103, ECF No. 48; Case No. 13-cv-01403, ECF No. 33; Case No. 13-cv-01503, ECF No. 49; Case No. 13-cv-01803, ECF No. 47; Case No. 13-cv-02003, ECF No. 23; Case No. 13-cv-02203, ECF No. 90; Case No. 13-cv-02503, ECF No. 83; Case No. 13-cv-02603; ECF No. 23] (April 13, 2015); T.RAD [Case No. 13-cv-01003, ECF No. 96; Case No. 13-cv-02403; ECF No. 24] (Sept. 24,

2015); Fujikura [Case No. 12-cv-00103; ECF No. 420] (Jan. 26, 2016); and Sumitomo [Case No. 12-cv-00103, ECF No. 419] (Jan. 21, 2016).

11. Before entering into substantive settlement negotiations, EPP Interim Co-Lead Class Counsel had substantial information to help them assess the claims and defenses, the strengths and weaknesses of EPPs' claims, and the scope of the conduct at issue for the particular Defendant(s). This information was gathered from multiple sources including their own investigation, discovery in these cases, public information from the DOJ and other enforcement authorities, and cooperating Defendants.

12. As part of these negotiations, EPPs considered the particular Defendants' conduct, information regarding the estimated amount of commerce affected by that conduct, and the value of other settlement terms, including the nature of the discovery cooperation offered by the settling Defendant.

13. Collectively and individually, EPP Interim Co-Lead Class Counsel believe that the Settlements are fair, reasonable, and adequate given the merits of the claims and defenses, the risks associated with the litigation, and the certainty provided by settlements and early cooperation in these cases.

14. EPP Interim Co-Lead Class Counsel believe that the Settlements are fair, reasonable, and adequate for the respective classes they represent.

#### **Notice of the Settlements**

15. On October 13, 2015, the Court granted EPPs' Motion for Authorization to Disseminate Notice to the EPP Settlement Classes in connection with the Settlements between End-Payor Plaintiffs and Hitachi Automotive Systems, Ltd. ("HIAMS"); and T.RAD Co., Ltd., and T.RAD North America, Inc. (collectively, "T.RAD"). On January 26, 2016, the Court

granted EPPs' Motion for Authorization to Disseminate Combined Notice to the End-Payor Plaintiffs Settlement Classes, approving EPPs' Combined Notice Plan and authorizing EPPs to disseminate an updated, combined class notice concerning all of the settling defendants.

16. Pursuant to those orders, EPP Interim Co-Lead Class Counsel oversaw the efforts of Garden City Group, LLC ("GCG") and Kinsella Media, LLC ("Kinsella"), the court-appointed class notice expert and claims administrator, respectively, to establish and maintain a comprehensive notice program, including a website, a toll-free telephone number, direct mail, and paid and earned media efforts. The details of the notice program are included in the declarations of Lori Castaneda, on behalf of GCG, and Katherine Kinsella, on behalf of Kinsella, filed concurrently herewith.

17. To date, we have not received any objections or requests to be heard at the final fairness hearing.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated March 10, 2016.



---

Marc M. Seltzer  
**SUSMAN GODFREY L.L.P.**



---

Hollis Salzman  
**ROBINS KAPLAN LLP**



---

Steven N. Williams  
**COTCHETT, PITRE & McCARTHY, LLP**

## EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

---

IN RE: AUTOMOTIVE PARTS	:	Master File No. 12-md-02311
ANTITRUST LITIGATION	:	
	:	
	:	
	:	
IN RE: WIRE HARNESS	:	Case No. 2:12-cv-00103-MOB-MKM
IN RE: INSTRUMENT PANEL CLUSTERS	:	Case No. 2:12-cv-00203-MOB-MKM
IN RE: FUEL SENDERS	:	Case No. 2:12-cv-00303-MOB-MKM
IN RE: HEATER CONTROL PANELS	:	Case No. 2:12-cv-00403-MOB-MKM
IN RE: OCCUPANT SAFETY RESTRAINT	:	Case No. 2:12-cv-00603-MOB-MKM
SYSTEMS	:	
	:	
IN RE: ALTERNATORS	:	Case No. 2:13-cv-00703-MOB-MKM
IN RE: RADIATORS	:	Case No. 2:13-cv-01003-MOB-MKM
IN RE: STARTERS	:	Case No. 2:13-cv-01103-MOB-MKM
IN RE: SWITCHES	:	Case No. 2:13-cv-01303-MOB-MKM
IN RE: IGNITION COILS	:	Case No. 2:13-cv-01403-MOB-MKM
IN RE: MOTOR GENERATORS	:	Case No. 2:13-cv-01503-MOB-MKM
IN RE: STEERING ANGLE SENSORS	:	Case No. 2:13-cv-01603-MOB-MKM
IN RE: HID BALLASTS	:	Case No. 2:13-cv-01703-MOB-MKM
IN RE: INVERTERS	:	Case No. 2:13-cv-01803-MOB-MKM
IN RE: AIR FLOW METERS	:	Case No. 2:13-cv-02003-MOB-MKM
IN RE: FUEL INJECTION SYSTEMS	:	Case No. 2:13-cv-02203-MOB-MKM
IN RE: AUTOMATIC TRANSMISSION	:	Case No. 2:13-cv-02403-MOB-MKM
FLUID WARMERS	:	
	:	
IN RE: VALVE TIMING CONTROL	:	Case No. 2:13-cv-02503-MOB-MKM
DEVICES	:	Case No. 2:13-cv-02603-MOB-MKM
IN RE: ELECTRONIC THROTTLE	:	
BODIES	:	

---

THIS DOCUMENT RELATES TO:  
ALL END-PAYOR ACTIONS

---

**DECLARATION OF KATHERINE KINSELLA**

I, Katherine Kinsella, being duly sworn, hereby declare as follows:

1. I am the founder of Kinsella Media, LLC (“Kinsella”), an advertising and legal notification firm in Washington, D.C. specializing in the design and implementation of class

action and bankruptcy notification programs.

2. I submit this declaration at the request of End Payor Plaintiffs (“EPPs”) in connection with the Combined Notice Program in *In re Automotive Parts Antitrust Litigation*. I previously submitted a declaration executed January 13, 2016, describing the Combined Notice Program designed by Kinsella (“Combined Notice Program Declaration”). The Court subsequently approved the Combined Notice Program on January 26, 2016. This declaration describes the status of the notice activities related to the media portion of the Combined Notice Program that have been completed as of March 8, 2016. Additional details, “proofs of performance,” and an explanation of how and why the Combined Notice Program was adequate to satisfy due process requirements will be provided in a final declaration once the program is complete.

3. This declaration is based upon my personal knowledge and upon information provided by the parties, my associates, and my staff. The information is of a type reasonably relied upon in the fields of advertising, media, and communications.

#### **Individual Notice**

4. Starting February 8, 2016, the Settlement Administrator, Garden City Group, LLC (“GCG”), sent an email or mailed notice to those individuals who previously registered on the website [www.AutoPartsClass.com](http://www.AutoPartsClass.com) to notify them about changes in the case. Potential Settlement Class Members who provided a valid email address received an email alert that directed them to visit the website to read updated information about the Settlements. GCG mailed the Summary (Publication) Notice to Potential Settlement Class Members who provided only a mailing address.

#### **Paid Media Notice**

5. The paid media portion of the Combined Notice Program was designed to provide notice of the updated Settlements to Settlement Class Members. The paid media was, in accordance

with best practices, designed by choosing a target audience that encompasses the characteristics of Settlement Class Members. Further details are available in the detailed Combined Notice Program document filed with my previous declaration.

6. Kinsella placed the Publication Notice in the following consumer magazines: *People*, *Sports Illustrated*, *Time*, and *TV Guide*.

7. Kinsella placed the Publication Notice in the following newspaper supplements: *American Profile* and *Parade*.

8. To specifically reach fleet owners, Kinsella placed the Publication Notice in the following newspaper and trade publication, respectively: *The Wall Street Journal* and *Automotive News*.

9. Complete placement details, including the page number on which the Publication Notice appeared in these publications, will be provided in my final declaration to the Court. KM is currently in the process of receiving copies of the advertisements, or “tearsheets,” from each publication.

10. Kinsella placed banner advertisements to run on the following networks between February 8, 2016 and March 20, 2016: *Advertising.com*, *Conversant*, *Facebook.com*, *Specific Media*, *Xaxis*, and *Yahoo!*. Each network partners with thousands of websites to distribute online advertisements across their network. As of March 8, 2016, the banner advertisements have delivered a total estimated (304,136,564) gross impressions.<sup>1</sup> The banner advertisements will run until March 20, 2016, across the partner websites; at a minimum, the total number of planned gross impressions (337,849,000) will be delivered.

---

<sup>1</sup> Gross impressions are the total number of times a media vehicle containing the Notice is seen. This figure does not represent the total number of unique viewers of the Notice, as some viewers/readers will see the Notice in more than one media vehicle.

11. To specifically reach fleet owners, banner advertisements also were placed to run for one month on the National Association of Fleet Administrators (“NAFA”) website ([www.nafa.org](http://www.nafa.org)), and the websites for the trade magazines, *Auto Rental News* ([www.autorentalnews.com](http://www.autorentalnews.com)) and *Automotive Fleet* ([www.automotive-fleet.com](http://www.automotive-fleet.com)). They also appeared in the NAFA electronic newsletter (“eNewsletter”) that was released on February 16, 2016.<sup>2</sup>

### **Earned Media**

12. The earned media program included:

a. A multimedia news release (“MNR”) distributed via PR Newswire’s US1 National Circuit on February 16, 2016. As of March 8, 2016, the release was republished across 252 news websites and received over 14,487 views. A total of 421 journalists engaged with the MNR. This engagement contributed to coverage of the Settlements in major national outlets including: Reuters, *USA Today*, *NBC Money*, *Consumer Reports*, and *Automotive Weekly*. A screen shot of the MNR is attached as **Exhibit 1**.

b. Statewide press releases distributed via PR Newswire in the 30 affected states and the District of Columbia on February 16, 2016.

c. Outreach to targeted media outlets to solicit their interest in the story and generate free media coverage beginning on October 27, 2015. A media pitch team conducted outreach to 411 national and local reporters for print and television outlets that focus on automotive and consumer interest stories. This outreach generated two national news stories and 19 local outlet reprints. Media outreach will continue through May 11, 2016.

---

<sup>2</sup> When Kinsella contacted NAFA to place the banner advertising on the NAFA website, NAFA offered to include the banner advertisement in their eNewsletter for no additional charge.

**Electronic Notice**

13. On February 5, 2016, GCG revised the Settlements' website at [www.AutoPartsClass.com](http://www.AutoPartsClass.com), to enable potential Settlement Class Members to get current information on the Settlements and/or register for future information.

14. Beginning on February 8, 2016, Kinsella registered sponsored keywords and phrases (e.g., "Auto Parts Settlement") with all major search engines, including: Google AdWords, Bing Microsoft Advertising, and their search partners. When a user searches for one of the specified search terms or phrases, sponsored links may appear on the results page. For example, Google shows pages and ads in response to the keywords that are typed in the search box. The keyword advertisement then directs potential Settlement Class Members to the Settlements' website.

**Other**

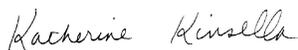
15. On February 8, 2016, GCG updated the answers to the frequently asked questions available on the toll-free phone number.

16. More specific information about the administration components is included within the Lori Castaneda Declaration.

**Conclusion**

17. This portion of the Combined Notice Program for which Kinsella was responsible, and that was approved by the Court, is being implemented. I will provide an Implementation Declaration once all of the media components in the Combined Notice Program have been fully implemented.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Washington, D.C. this 8th day of March 2016.



---

Katherine Kinsella

# **EXHIBIT 1**

Learn more at  
AutoPartsClass.com

or Call 1-877-940-5043

Share on Facebook

Share on Twitter



# Purchasers/Lesseees of New Motor Vehicles and Purchasers of Certain Replacement Parts Now to Benefit From \$225 Million in Settlements

Like 0

*Bought or leased a car or auto part since 1998? A class action with \$225M in settlements may affect you.* [Tweet](#)

PR Newswire, Washington, D.C., February 16, 2016

The following is being released by the Notice Provider, Kinsella Media, LLC, about the lawsuit *In re Automotive Parts Antitrust Litigation*, MDL No. 2311.

There is an update for affected purchasers in this lawsuit about certain motor vehicle components, as there have been additional Settlements that may affect their rights.

Settlements totaling approximately \$225 million have now been reached with eleven Defendants. The lawsuits allege that they fixed the price of certain motor vehicle components, causing millions of consumers and businesses from around the country to overpay for new or leased automobiles and replacement parts, such as air flow meters, alternators, ATF warmers, automotive wire harness systems, electronic throttle bodies, fuel injection systems, fuel senders, heater control panels, high intensity discharge ballasts, ignition coils, instrument panel clusters, inverters, motor generators, occupant safety restraint systems, radiators, starters, steering angle sensors, switches, and valve timing control devices.



Consumers and businesses may be included in the Class if, from 1998 to 2015, they:

1. Bought or leased a new motor vehicle in the U.S. (not for resale), or
2. Indirectly paid for a motor vehicle replacement part (not for resale). (Indirectly means they bought the replacement part from someone other than the manufacturer of the part.)

New motor vehicles include, but are not limited to, automobiles, cars, light trucks, pickup trucks, crossovers, vans, mini-vans, and sport utility vehicles. Visit the website, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), or call 1-877-940-5043 for a full list of Settling Defendants and applicable time periods.

The Settlements provide money for consumers in the District of Columbia and 30 states - Arizona, Arkansas, California, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. The Settlements also provide non-monetary relief, including cooperation, and an agreement by certain Settling Defendants not to engage in certain conduct for a period of 24 months.

The litigation is continuing against the remaining Non-Settling Defendants. All funds received in this case will be distributed at the conclusion of the lawsuits or as ordered by the Court. Notice about the claims process will be provided at a later date, and consumers and businesses should register to receive notice about the claims process or future settlements at [www.AutoPartsClass.com](http://www.AutoPartsClass.com).

#### Important Information and Dates:

- Eligible consumers or businesses that want to sue the Settling Defendants regarding a particular component part must exclude themselves from that Settlement Class by **April 11, 2016**.
- Eligible consumers or businesses can object to one or more of the Settlements by **April 11, 2016**.
- The Court will hold a hearing on **May 11, 2016**, to consider whether to approve the Settlements and approve Class Counsel's request that up to \$11.25 million be set aside for future litigation costs and expenses. Class Counsel will also request at the hearing, or at a later date, attorneys' fees of up to one-third of the Settlements' funds, incentive awards, plus reimbursement of costs and expenses.

For more detailed information about the Settlements and a full list of Settling Defendants and time periods:

- Visit: [www.AutoPartsClass.com](http://www.AutoPartsClass.com)
- Call: 1-877-940-5043
- Write to: Auto Parts Settlements, P.O. Box 10163, Dublin, OH 43017-3163

###

#### Media Contact

Elysa Montfort  
Phone: 1-202-683-1388  
Email: [AutoPartsClaimsMedia@mcbeestrategic.com](mailto:AutoPartsClaimsMedia@mcbeestrategic.com)

## Additional Materials and Related Links

[AUTO PARTS CLASS](#)

[UPDATED SETTLEMENT NOTICE](#)

[INCLUDED REPLACEMENT PARTS & DEFINITIONS](#)

[Download Video](#)

# EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

IN RE: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION

Master File No. 12-md-02311  
Honorable Marianne O. Battani

IN RE: WIRE HARNESS  
IN RE: INSTRUMENT PANEL CLUSTERS  
IN RE: FUEL SENDERS  
IN RE: HEATER CONTROL PANELS  
IN RE: OCCUPANT SAFETY RESTRAINT  
SYSTEMS  
IN RE: ALTERNATORS  
IN RE: RADIATORS  
IN RE: STARTERS  
IN RE: SWITCHES  
IN RE: IGNITION COILS  
IN RE: MOTOR GENERATORS  
IN RE: STEERING ANGLE SENSORS  
IN RE: HID BALLASTS  
IN RE: INVERTERS  
IN RE: AIR FLOW METERS  
IN RE: FUEL INJECTION SYSTEMS  
IN RE: AUTOMATIC TRANSMISSION  
FLUID WARMERS  
IN RE: VALVE TIMING CONTROL  
DEVICES  
IN RE: ELECTRONIC THROTTLE  
BODIES

Case No. 2:12-cv-00103-MOB-MKM  
Case No. 2:12-cv-00203-MOB-MKM  
Case No. 2:12-cv-00303-MOB-MKM  
Case No. 2:12-cv-00403-MOB-MKM  
Case No. 2:12-cv-00603-MOB-MKM  
  
Case No. 2:13-cv-00703-MOB-MKM  
Case No. 2:13-cv-01003-MOB-MKM  
Case No. 2:13-cv-01103-MOB-MKM  
Case No. 2:13-cv-01303-MOB-MKM  
Case No. 2:13-cv-01403-MOB-MKM  
Case No. 2:13-cv-01503-MOB-MKM  
Case No. 2:13-cv-01603-MOB-MKM  
Case No. 2:13-cv-01703-MOB-MKM  
Case No. 2:13-cv-01803-MOB-MKM  
Case No. 2:13-cv-02003-MOB-MKM  
Case No. 2:13-cv-02203-MOB-MKM  
Case No. 2:13-cv-02403-MOB-MKM  
  
Case No. 2:13-cv-02503-MOB-MKM  
  
Case No. 2:13-cv-02603-MOB-MKM

THIS DOCUMENT RELATES TO:  
ALL END-PAYOR ACTIONS

**DECLARATION OF LORI L. CASTANEDA REGARDING UPDATED NOTICE  
DISSEMINATION AND SETTLEMENT ADMINISTRATION**

I, LORI L. CASTANEDA, declare as follows:

1. I am a Vice President of Operations of Garden City Group, LLC ("GCG"). The following statements are based on my personal knowledge and information provided by other

DECLARATION OF LORI L. CASTANEDA

experienced GCG employees working under my supervision, and, if called on to do so, I could and would testify competently thereto.

2. GCG was appointed as the Settlement Administrator pursuant to Paragraph 5 of the Court's Corrected Order Granting End-Payor Plaintiffs' Motion for Authorization to Disseminate Notice to the End-Payor Plaintiff Settlement Classes on October 13, 2015 (the "Notice Order") in connection with the Settlements between End-Payor Plaintiffs and Hitachi Automotive Systems, Ltd.; and T.RAD Co., Ltd., and T.RAD North America, Inc. in the following actions: *Alternators*, 2:13-cv-00703, ECF No. 55; *Starters*, 2:13-cv-01103, ECF No. 65; *Radiators*, 2:13-cv-01003, ECF No. 99; *Ignition Coils*, 2:13-cv-01403, ECF No. 53; *Motor Generator*, 2:13-cv-01503, ECF No. 63; *Inverters*, 2:13-cv-01803, ECF No. 55; *Air Flow Meters*, 2:13-cv-02003, ECF No. 28; *Fuel Injection Systems*, 2:13-cv-02203, ECF No. 152; *Automatic Transmission Fluid Warmers*, 2:13-cv-02403, ECF No. 26; *Valve Timing Control Devices*, 2:13-cv-02503, ECF No. 105; and *Electronic Throttle Bodies*, 2:13-cv-02603, ECF No. 28.

3. In compliance with the Notice Order, GCG's responsibilities include among other things, creating and maintaining a toll-free helpline for potential Settlement Class members; and creating and maintaining a dedicated Settlement Website, which houses pertinent information including important deadlines and answers to frequently asked questions, where individuals can view documents relevant to the Settlements and can register online to have a copy of the Notice mailed to them directly. GCG's duties also include mailing direct notice to individuals who request it; as well as establishing a dedicated P.O. Box for the Settlements and handling mail received, such as objections, exclusion requests, requests for direct notice, and inquiries from potential Settlement Class members.

DECLARATION OF LORI L. CASTANEDA

4. On January 26, 2016, the Court filed an Order Granting End-Payor Plaintiffs' Motion for Authorization to Disseminate Combined Notice to the End-Payor Plaintiffs Settlement Classes (the "Combined Notice Order"), (i) approving their Combined Notice Plan; and (ii) authorizing EPPs to disseminate an updated, combined notice concerning settlements reached with nine defendant families in addition to HIAMS and T.RAD. *Wire Harness*, 2:13-cv-00103, ECF No. 412; *Instrument Panel Clusters*, 2:13-cv-00203, ECF No. 139; *Fuel Senders*, 2:13-cv-00303, ECF No. 114; *Heater Control Panels*, 2:13-cv-00403, ECF No. 145; *Occupant Safety Systems*, 2:13-cv-00603, ECF No. 117; *Alternators*, 2:13-cv-00703, ECF No. 60; *Starters*, 2:13-cv-01103, ECF No. 77; *Radiators*, 2:13-cv-01003, ECF No. 112; *Switches*, 2:13-cv-01303, ECF No. 68; *Ignition Coils*, 2:13-cv-01403, ECF No. 59; *Motor Generator*, 2:13-cv-01503, ECF No. 67; *Steering Angle Sensors*, 2:13-cv-01603, ECF No. 31; *HID Ballasts*, 2:13-cv-01703, ECF No. 125; *Inverters*, 2:13-cv-01803, ECF No. 60; *Air Flow Meters*, 2:13-cv-02003, ECF No. 30; *Fuel Injection Systems*, 2:13-cv-02203, ECF No. 171; *Automatic Transmission Fluid Warmers*, 2:13-cv-02403, ECF No. 32; *Valve Timing Control Devices*, 2:13-cv-02503, ECF No. 112; and *Electronic Throttle Bodies*, 2:13-cv-02603, ECF No. 30. In compliance with the Combined Notice Order, GCG's responsibilities include, but are not limited to, updating the Settlement Website, and sending direct email or mail notice to individuals previously registered on the Website, notifying them about changes in the case.

5. I submit this Declaration in order to advise the Parties and the Court as to the status of GCG's performance of its duties as Settlement Administrator, including handling communications relating to the Settlements, and disseminating Notice to potential members of the Settlement Classes in accordance with the Court's Notice Order and Combined Notice Order.

DECLARATION OF LORI L. CASTANEDA

**SETTLEMENT WEBSITE**

6. Pursuant to Paragraph 7 of the Notice Order, GCG established and maintains a website for the Settlement, [www.AutoPartsClass.com](http://www.AutoPartsClass.com), to answer frequently asked questions, receive online registrations, as well as provide Settlement information and important deadlines to potential members of the Settlement Classes. Users of the Settlement Website can review documents relevant to the Settlements, including the Notice. A list of all of the Non-Settling Defendants is also available on the Settlement Website. Visitors to the Settlement Website can also register to have a copy of the Notice mailed directly to them by providing their contact information on the Website. The Settlement Website has been operational since October 12, 2015, and is accessible 24 hours a day, seven days a week.

7. Pursuant to Paragraph 5 of the Combined Notice Order, GCG updated the Settlement Website to include additional documents relevant to the Settlements, such as Complaints, Settlement Agreements, Preliminary Approval Orders, the Motion to Authorize Dissemination of Combined Notice, and the Combined Notice Order. In addition, users of the Settlement Website can also view, download, and print the Updated Long Form Notice. Attached hereto as **Exhibit A** is a sample of the Updated Long Form Notice. GCG also posted a highly visible notice to the front page of the Settlement Website, notifying users about changes in the case and directing them to view the Website and Updated Long Form Notice for more information pertaining to the Settlements. All Settlement Website updates related to the Combined Notice Order went live and were available to users on February 5, 2016. GCG will continue to maintain and update the Settlement Website throughout the administration of the Settlements. As of March 8, 2016, the Settlement Website has received 503,380 visits from 477,608 unique visitors.

DECLARATION OF LORI L. CASTANEDA

**TOLL-FREE TELEPHONE NUMBER**

8. In accordance with Paragraph 7 of the Notice Order, GCG reserved a designated toll-free telephone number, 1-877-940-5043, in order to accommodate inquiries regarding the Settlements. On October 16, 2015, GCG made the toll-free hotline operational with an Interactive Voice Response (“IVR”) system. Callers have the ability to listen to important information about the Settlements and to request a copy of the Notice 24 hours a day, seven days a week. If callers have additional questions, they also have the ability to speak to a customer service representative Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time. In compliance with the Combined Notice Order, on February 8, 2016, GCG updated the IVR to notify callers of changes to the case, and to include all nineteen motor vehicle component parts included in the Settlements. As of March 8, 2016, there have been 4,827 calls to the IVR totaling 23,668 minutes. GCG will continue to maintain and update the IVR throughout the administration of the Settlements.

**MAILING DIRECT NOTICE**

9. As part of its role as Settlement Administrator, GCG routinely mails notice to all individuals who request to have a copy of the Notice mailed to them directly. GCG established a secure online registration portal on the dedicated Settlement Website where individuals can enter their contact information and register to have a Notice mailed to them. From October 29, 2015 through January 22, 2016, GCG mailed 14,742 individuals who registered on the Settlement website a copy of the Initial Long Form Notice. GCG mailed an additional 934 copies of the Initial Long Form Notice to individuals who requested a copy of the Notice by contacting the toll-free number or by contacting the Settlement Administrator directly.

10. On February 12, 2016, GCG began mailing the Updated Long Form Notice to all

DECLARATION OF LORI L. CASTANEDA

individuals who request to have a copy of the Notice mailed to them directly. As of March 8, 2016, 11,550 individuals have registered on the Website to request a copy of the Notice since GCG began mailing the Updated Long Form Notice. An additional 849 individuals have contacted the toll-free number or written to the designated Settlement P.O. Box to request a copy of the Updated Long Form Notice. As of March 8, 2016, GCG has mailed a total of 6,953 copies of the Updated Long Form Notice to individuals who registered to receive one. As of March 8, 2016, there are 5,446 additional individuals who have registered to receive notice, and GCG will mail a copy of the Updated Long Form Notice to each of them within the next seven days.

11. Including both the Initial Long Form Notice and the Updated Long Form Notice, GCG has mailed 22,629 Notices to individuals who registered to receive one.

12. As of March 8, 2016, GCG has received 8 Notices returned by the U.S. Postal Service ("USPS") with forwarding address information. Notices returned by the USPS with forwarding address information were promptly re-mailed to the updated addresses provided.

13. As of March 8, 2016, GCG has received 82 Notices returned by the USPS without forwarding address information as undeliverable mail. For all Notices returned by the USPS without a forwarding address, GCG compares the undeliverable address against the National Change of Address ("NCOA") database maintained by the U.S. Post Office to locate a more current mailing address. When a more current address is located, GCG re-mails the Notice to the updated address.

#### **NOTICE UPDATE**

14. In accordance with the Combined Notice Program, GCG's responsibilities include notifying individuals who previously registered on the Settlement Website about changes in the case and directing them to visit the Settlement Website for updated information about the

DECLARATION OF LORI L. CASTANEDA

Settlements. In compliance with the Combined Notice Order, GCG provided direct notice of the Settlement updates to all individuals who had previously registered on the Settlement Website and were mailed a copy of the Initial Long Form Notice. Direct notice of the Settlement updates was sent by email where an email address was available and by mail to those individuals who had not provided an email address.

15. Commencing on February 8, 2016, GCG caused the email notice (attached hereto as **Exhibit B**) to be sent to each of the 12,553 individuals who previously registered on the Settlement Website for which GCG had an email address. Of those 12,553 Email Notices sent, 12,257 were delivered. 269 Email Notices could not be delivered because the email address no longer existed, the email account was closed, or the email address had a bad domain name or address error (collectively, "Hard Bouncebacks"). GCG could not deliver an additional 27 Email Notices due to an inactive or disabled account, the recipient's mailbox was full, technical auto-replies, or the recipient server was busy or unable to deliver (collectively, "Soft Bouncebacks").

16. GCG also prepared and formatted a postcard version of the Publication Notice (the "Postcard Notice") to be mailed to individuals who previously registered on the Settlement Website for whom GCG did not have an email address. On February 8, 2016, GCG disseminated the Postcard Notice to each of the 3,115 individuals for whom GCG did not have an email address. Attached hereto as **Exhibit C** is a sample of the postcard notice that GCG disseminated. As of March 8, 2016, GCG has received 1 postcard returned by the USPS with forwarding address information. Postcards returned by the USPS with forwarding address information were promptly re-mailed to the updated addresses provided. As of March 8, 2016, GCG has received 6 postcards returned by the USPS without forwarding address information as undeliverable mail. For all postcards returned by the USPS without a forwarding address, GCG compares the

DECLARATION OF LORI L. CASTANEDA

undeliverable address against the NCOA database maintained by the U.S. Post Office to locate a more current mailing address. When a more current address is located, GCG re-mails the postcard to the updated address.

#### **SETTLEMENT P.O. BOX**

17. On February 19, 2015, GCG reserved a designated P.O. Box for the administration of the Settlements: Auto Parts Settlements, c/o GCG, P.O. Box 10163, Dublin, OH, 43017-3163. GCG monitors the Settlement P.O. Box for Settlement-related mail such as objections, exclusion requests, requests for direct notice, and inquiries about the Settlements. GCG promptly handles all mail received at the Settlement P.O. Box. As of March 8, 2016, GCG has received and processed 35 pieces of mail through the Settlement P.O. Box.

#### **EXCLUSIONS**

18. Pursuant to Paragraph 10 of the Combined Notice Order, individuals who wish to exclude themselves from any or all of the Settlement Classes are required to submit a written request for exclusion, postmarked by April 11, 2016, to the Settlement Administrator. As of March 8, 2016, GCG has not received any exclusion requests.

#### **OBJECTIONS**

19. Pursuant to Paragraph 11 of the Combined Notice Order, Class members who do not exclude themselves may object to any or all of the Settlements. In order to object to one or more of the Settlements, a member of the Settlement Class must submit a written objection to both the Settlement Administrator and the Court postmarked on or before April 11, 2016. As of March 8, 2016, GCG has not received any objections to the Settlements.

DECLARATION OF LORI L. CASTANEDA

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 9th day of March 2016, in Seattle, Washington.

A handwritten signature in cursive script that reads "Lori L. Castaneda". The signature is written in black ink and is positioned above the printed name.

Lori L. Castaneda

DECLARATION OF LORI L. CASTANEDA