

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

PRECISION ASSOCIATES, INC.;
ANYTHING GOES LLC d/b/a MAIL
BOXES ETC., and JCK INDUSTRIES,
INC., on behalf of themselves and all
others similarly situated,

Case No.: 08-CV-00042 (JG) (VVP)

Plaintiffs,

vs.

PANALPINA WORLD TRANSPORT
(HOLDING) LTD, *et al.*

Defendants.

**DECLARATION OF W. JOSEPH BRUCKNER
IN SUPPORT OF PLAINTIFFS' MOTION TO PRELIMINARILY
APPROVE SETTLEMENT WITH DEFENDANT EXPEDITORS INTERNATIONAL
OF WASHINGTON, INC. AND CONDITIONALLY CERTIFY SETTLEMENT CLASS**

I, W. Joseph Bruckner, declare:

1. I am one of this Court's appointed Plaintiffs' Interim Co-Lead Counsel in this case. I am a partner with Lockridge Grindal Nauen P.L.L.P. in Minneapolis, MN, and a member in good standing of the bar of the State of Minnesota.

2. I respectfully submit this declaration in support of Plaintiffs' Motion to Preliminarily Approve Settlement With Defendant Expeditors International Of Washington, Inc. And Conditionally Certify Settlement Class. I have personal knowledge of the information set forth in this Declaration.

3. On behalf of Plaintiffs, I personally conducted settlement negotiations with Defendant Expeditors International Of Washington, Inc. ("Expeditors"), at times together with other Plaintiffs' Co-Lead Counsel.

4. Together with co-counsel for Plaintiffs and the Proposed Class, we performed extensive factual and industry investigation and substantial research into the alleged price-fixing conspiracy before commencing this litigation. Plaintiffs commenced this litigation by filing a Class Action Complaint (ECF No. 1) (“Complaint”) on January 3, 2008.

5. The parties commenced in-depth settlement discussions in 2010, began to discuss mediation in September 2011, and engaged in a day-long mediation with Antonio Piazza on November 15, 2011, which resulted in a settlement agreement which was executed by all parties on February 28, 2012.

6. By the time we negotiated, mediated and reached the settlement agreement with Expeditors, we had litigated the case for over three years. We have had the benefits of information obtained from other Defendants cooperating with us based on their settlement agreements. We also had some benefit from the limited cooperation of the ACPERA Defendant. The resulting negotiations with Expeditors were arms’ length and hard fought at all times. Expeditors vigorously and categorically denied any and all liability and denied that it had entered into any unlawful agreement or conspiracy alleged in this case. Among other items, we demanded and received from Expeditors revenue data and other information regarding its Freight Forwarding operations. The parties argued about many terms of the settlement, including the appropriate settlement approach, the appropriate relationship of affected revenue to the settlement, Expeditor’s payment to the Class in this case of proceeds it recovered from *In re Air Cargo Shipping Services Antitrust Litigation*, No. 06-MD-1775 (JG)(VVP) (E.D.N.Y.) (“*Air Cargo*”), Expeditors’ payment of class notice and administration costs, and other issues. Resolution of these issues required multiple meetings and conferences among counsel and

representatives of Expeditors. Throughout this process, Expeditors has been represented by experienced, sophisticated antitrust class action counsel from Covington & Burling LLP.

7. As part of the negotiation process, Interim Co-Lead Counsel researched, analyzed, and evaluated several contested legal and factual issues. As a result of those evaluations, and the previously described cooperation from certain other Defendants, my colleagues and I were well informed of the benefits, risks and consequences of the proposed settlement with Expeditors. Thus, Interim Co-Lead Counsel thoroughly evaluated the relative strengths and weaknesses of each side's litigation position in entering this settlement.

8. To document our agreement, the parties traded multiple drafts and revisions of a settlement agreement between December 2011 and February 2012. We continued these negotiations until we finally reached a settlement agreement on February 28, 2012.

9. A true and correct copy of the Settlement Agreement between Plaintiffs and Defendant Expeditors International Of Washington, Inc. ("Expeditors Settlement Agreement"), dated February 28, 2012, is attached as Exhibit A to this Declaration.

10. There was no collusion or preference among counsel for the parties at any time during these negotiations. To the contrary, these were hard-fought, fully informed, and contentious negotiations, supervised by an experienced mediator, during which on behalf of the Plaintiff Class we sought to obtain the most monetary benefit from Expeditors that we possibly could. There was no discussion or agreement regarding the amount of attorneys' fees to be requested or awarded in this case.

11. Pursuant to the Expeditors Settlement Agreement, Expeditors will pay seventy percent of all proceeds it has received or will receive from the Air Cargo litigation into an interest-bearing escrow account for the benefit of the Settlement Class. In addition, Expeditors

will pay seventy percent of all proceeds it receives from the *Air Cargo* litigation into the settlement fund. Expeditors Settlement Agreement ¶ II.B.1.

12. The proposed settlement provides for notice to Class Members, along with Class Members' rights to opt out of the proposed Class or object to the settlement. *Id.* ¶ II.D.3-4.

13. I have practiced law for nearly 30 years, and since 1988 have prosecuted dozens of antitrust class actions. During that time, I have participated in dozens of negotiations and settlements. In my opinion, the proposed Expeditors settlement is fair, adequate, and reasonable, provides substantial benefits to Class Members, and avoids the delay and uncertainty of continued, protracted litigation with this particular Defendant.

14. To the best of Plaintiffs' Interim Co-Lead Counsel's knowledge, no individual actions have been filed regarding an agreement during the Class Period to fix prices for Freight Forwarding Services.

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

Executed on April 2, 2012

Minneapolis, MN

s/ W. Joseph Bruckner
W. Joseph Bruckner