

**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,

Plaintiffs,

vs.

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

Defendants.

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

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

1. I, Christopher Lovell, declare as follows:
2. I am an attorney for Plaintiffs and a member of Lovell Stewart Halebian Jacobson LLP, one of the law firms appointed by this Court to serve as Interim Co-Lead Counsel for Plaintiffs in this case.
3. I 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.
4. 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.

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, and some benefit from the limited cooperation of the ACPERA Defendant.

7. During the more than two years between the initial negotiations and the conclusion of the Settlement, other Plaintiffs' Co-Lead Counsel and I had extensive communications with counsel for Expeditors, and formally mediated for a full day in San Francisco, California, to reach the terms of the Settlement.

8. 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 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.

9. There was no collusion or preference among counsel for the parties at any time during these negotiations. On the contrary, these were arms-length, hard fought negotiations, in which Interim Co-Lead Counsel sought to obtain the best combination of prompt payment and the highest total payment possible from Expeditors. 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. The parties vigorously negotiated multiple terms of the settlement, exchanging and discussing multiple drafts before reaching and executing a final agreement. There was no discussion or agreement regarding the amount of attorneys' fees to be requested or awarded in this case. Throughout this process, Expeditors has been represented by experienced, sophisticated antitrust class action counsel from Howrey LLP and Covington & Burling LLP.

10. Since 1980, I have prosecuted dozens of antitrust and other class actions, and have conducted many 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.

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

New York, NY

s/ Christopher Lovell  
Christopher Lovell