

**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:  
(1) PRELIMINARILY APPROVE SETTLEMENTS OF THEIR CLAIMS AGAINST  
DEFENDANTS DEUTSCHE BAHN AG, SCHENKER AG, SCHENKER, INC., BAX  
GLOBAL, INC. DB SCHENKER, VANTEC CORPORATION, VANTEC WORLD  
TRANSPORT (USA), INC., EGL, INC., AND EGL EAGLE GLOBAL LOGISTICS, LP;  
AND (2) CONDITIONALLY CERTIFY THE 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: (1) Preliminarily Approve Settlements of Their Claims Against Defendants Deutsche Bahn AG, Schenker AG, Schenker, Inc., Bax Global, Inc., DB Schenker, Vantec Corporation, Vantec World Transport (USA), Inc., EGL, Inc., and EGL Eagle Global Logistics, LP; and (2) Conditionally Certify The Settlement Class. I have personal knowledge of the information set forth in this Declaration.

3. Attached to this Declaration as exhibits are true and correct copies of the following documents:

A. Settlement Agreement Between Plaintiffs and Defendant Schenker, dated July 7, 2009 (“Schenker Agreement”);

B. Settlement Agreement Between Plaintiffs and Defendants EGL, Inc. and EGL Eagle Global Logistics, LP, dated May 12, 2011 (“EGL Agreement”);

C. Settlement Agreement Between Plaintiffs And Vantec Corporation And Vantec World Transport (USA), Inc., dated April 26, 2011 (“Vantec Agreement”).]

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. On May 4, 2009, Plaintiffs’ counsel informed the Court of published reports that at least one Defendant had obtained amnesty from criminal prosecution from the U.S. Department of Justice (“DOJ”) pursuant to the DOJ’s Corporate Leniency Program. At that time no Defendant had come forward to cooperate with Plaintiffs in this case under the Antitrust Criminal Penalty Enhancement and Reform Act of 2004, P.L. 108-237 (“ACPERA”), and at that time Plaintiffs’ counsel did not know the identity of the Amnesty Applicant. Plaintiffs’ counsel also stated that if they were appointed lead counsel, they intended to advise Defendants of the Amnesty Applicant’s rights and obligations under ACPERA, request that the Amnesty Applicant come forward promptly to cooperate with Plaintiffs, file an amended complaint, and conduct any appropriate settlement negotiations.

6. After this Court appointed my firm and others as Interim Co-Lead Counsel on June 2, 2009 (ECF No. 115), after advising all Defendants that Plaintiffs sought cooperation from the Amnesty Applicant under ACPERA, and after the ACPERA Defendant did not come

forward, we proceeded to negotiate with certain Defendants who indicated they would cooperate, including Vantec Corporation and Vantec World Transport (USA), Inc. (“Vantec”). My co-counsel Christopher Lovell and I were principally responsible for negotiating with Vantec on Plaintiffs’ behalf.

7. Our settlement negotiations with Vantec commenced in mid-2010 and were extensive, arms’ length, and hard fought at all times. Among other items, we demanded from Vantec extensive revenue and other information regarding its Freight Forwarding operations and its proceedings before the Japanese Fair Trade Commission, which Vantec ultimately agreed to provide. The parties fought over many terms of a possible settlement, including the appropriate settlement amount, an appropriate ratio of affected revenue to settlement amount, Vantec’s payment to the Class in this case of any proceeds it recovered from *In re Air Cargo Shipping Services Antitrust Litigation*, No. 06-MD-1775 (JG)(VVP) (E.D.N.Y.) (“*Air Cargo*”), Vantec’s payment of class notice and administration costs, and many other issues. Resolution of these issues required many meetings and conferences among counsel. We traded multiple drafts and revisions of a settlement agreement. We continued these negotiations, sometimes on a daily basis, until we finally reached a settlement agreement on April 26, 2011.

8. There was no trace of collusion or preference between counsel at any time during these negotiations. To the contrary, they were hard-fought, fully informed, and contentious negotiations, during which on behalf of the Plaintiff Class we sought to obtain the most monetary benefit and the best and most prompt cooperation from Vantec that we possibly could.

9. Pursuant to the Vantec Agreement, Vantec has paid U.S.\$ 9,900,000 into an interest-bearing escrow account for the benefit of the Settlement Class. In addition, Vantec will pay all proceeds it receives from the *Air Cargo* litigation into the settlement fund, and guarantees

to pay the Class a minimum of U.S.\$ 300,000 in *Air Cargo* proceeds. Vantec Agreement ¶ II.A.1.

10. In addition, the proposed Vantec settlement provides for specific cooperation with Plaintiffs in developing their case. Vantec has agreed to produce documents, including copies of documents from the Japan Fair Trade Commission proceedings, price announcements, U.S. revenue information, customer payments for surcharges, customer names and addresses, and documents produced to any antitrust or competition regulators in any jurisdiction. *Id.* ¶ II.A.2. The settlement also provides for meetings of Vantec's counsel and Plaintiffs' counsel, witness interviews, document authentication, and trial testimony. *Id.* ¶ II.A.2.e, f, h & i. Vantec's cooperation with Plaintiffs has commenced and is ongoing. Vantec's duty to cooperate continues until judgment is final and appeals are exhausted. *Id.* ¶ II.A.2.n.

11. 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.F.4-6.

12. I have practiced law for over 29 years, and since 1988 have prosecuted dozens if not hundreds of antitrust class actions. During that time, I have participated in many dozens of negotiations and settlements. In my opinion, the proposed Vantec settlement is fair, adequate, and reasonable, provides substantial benefits to Class Members, provides valuable assistance in prosecuting Plaintiffs' claims against the remaining non-settling Defendants, and avoids the delay and uncertainty of continued, protracted litigation with this particular Defendant.

13. 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.

Date: September 20, 2011

s/ W. Joseph Bruckner  
W. Joseph Bruckner