

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:**

**(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, Christopher Lovell, declare as follows:

1. 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.

2. I am submitting 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. On behalf of Plaintiffs, I personally conducted the settlement negotiations with Defendants Deutsche Bahn AG, Schenker AG, Schenker, Inc., Bax Global, Inc., and DB Schenker, (collectively "Schenker").

4. These negotiations commenced around June 23, 2008. They concluded on July 7, 2009. A true and correct copy of the Settlement Agreement between Plaintiffs and Schenker, dated July 7, 2009, is attached as Exhibit A to the Declaration of W. Joseph Bruckner, dated September 20, 2011, submitted simultaneously with this Declaration in support of Plaintiffs' motion as described in Paragraph No. 2 above. During the approximately twelve and a half months of negotiations, Interim Co-Lead Counsel and counsel for Schenker conducted multiple in-person meetings and conference calls to negotiate the terms of settlement.

5. These were arms-length, hard fought negotiations, in which Interim Co-Lead Counsel sought to obtain the best combination of a cash payment and prompt cooperation from Schenker we could.

6. There was no collusion or hint of preferences for Interim Co-Lead Counsel at any time during these negotiations.

7. On the contrary, the parties vigorously negotiated multiple terms of the settlement, exchanging numerous drafts before reaching a final agreement. Only after many rounds of arm's length negotiations, did the parties execute a Settlement Agreement on July 7, 2009. The Schenker Settlement Agreement was entered into in good faith, after extensive and informed, arm's length and non-collusive negotiations between experienced counsel on both sides.

8. As part of the negotiation process, Interim Co-Lead Counsel researched, analyzed, and evaluated several contested legal and factual issues. Interim Co-Lead Counsel also received proffers from Schenker about the multiple meetings, and phone calls, and the substance of what occurred at each, that Schenker could promptly provide to Plaintiffs under the July 7, 2009 Settlement Agreement.

9. As a result, my colleagues and I were well informed of the benefits, risks and consequences of the Schenker Settlement. This included the co-operation, before preliminary approval of the settlement, that would enable Plaintiffs to plead conspiratorial meetings and phone calls “plausibly” against multiple different companies in Europe and Asia. Thus, Interim Co-Lead Counsel thoroughly evaluated the relative strengths and weaknesses of each side’s litigation position in entering this settlement.

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

Executed on September 20, 2011.

New York, NY

s/Christopher Lovell
Christopher Lovell