

## EXHIBIT D

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

<p>PRECISION ASSOCIATES, INC., <i>et al.</i>,</p> <p>Plaintiffs,</p> <p>v.</p> <p>PANALPINA WORLD TRANSPORT (HOLDING) LTD., <i>et al.</i></p> <p>Defendants.</p>	<p>CASE NO. 08-CV-00042 (JG)(VVP)</p>
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**DECLARATION OF BENJAMIN M. JACCARINO IN SUPPORT OF  
PLAINTIFFS' PETITION FOR ATTORNEYS' FEES  
AND REIMBURSEMENT OF EXPENSES FILED ON BEHALF OF  
LOVELL STEWART HALEBIAN JACOBSON LLP**

I, Benjamin M. Jaccarino, Esq., declare and state as follows:

1. I am a Partner of the law firm of Lovell Stewart Halebian Jacobson LLP ("the Firm"). I submit this Declaration in support of Plaintiffs' petition for an interim award of attorneys' fees and reimbursement of costs and expenses in connection with services rendered and expenses incurred by my firm in connection with this litigation.

2. The Firm has acted as counsel to Plaintiffs and the Plaintiff class in this class action. During the period inception through August 15, 2015, and at the request of Plaintiffs' Co-Lead Counsel, the Firm has been involved in the following activities on behalf of the Plaintiffs:

a. From January 3, 2008 until December 31, 2009, the Firm performed, among others, the following professional services.

- i. Lovell Stewart researched Defendants, investigated their related companies, and searched for facts supporting antitrust claims against Defendants and resulting impact on Class members.
- ii. The Firm strategized with co-counsel, investigated and drafted language for various allegations in the first filed complaint in this action.
- iii. As pressure was placed from the defense for a date for the filing of the consolidated amended complaint, the Firm researched Antitrust Criminal Penalty Enhancement and Reform Act, Pub. L. No. 108-237, 118 Stat. 661, 666-67 (2004) (“ACPERA”) obligations of any Defendant who may have applied for amnesty from criminal prosecution under the Department of Justice’s (“DOJ”) Corporate Leniency Program. We drafted portions of a letter to all Defendants demanding that any Defendant who was an amnesty applicant with the DOJ come forward and begin to cooperate with Plaintiffs.
- iv. Christopher Lovell represented Plaintiffs before the Court (Magistrate Judge Viktor V. Pohorelsky) on June 2, 2009 in the initial pre-trial conference during which the Court established the deadline for the filing of the amended complaint. In response to this defense pressure for the filing of an amended complaint, Mr. Lovell explained in open court that any amnesty applicant among the Defendants had not come forward to cooperate with the Plaintiffs. He then stated in open Court that the Court would likely have to rule at some point in this litigation upon the waiver of ACPERA benefits by any amnesty applicant who continued to fail to come forward and cooperate with Plaintiffs.

- v. Lovell Stewart consulted, and has since 2009 had primary responsibility for communications with an economist familiar with the analysis of freight/cargo pricing and price fixing issues.
- vi. The Firm was contacted by, and met separately with counsel for two separate Defendants about, in each instance, the parameters of resolving the claims against such defendant.
- vii. With the approval of interim co-lead counsel, the Firm then began negotiating with one of these defendants, defendant Schenker<sup>1</sup>, the terms of a settlement. Interim co-lead counsel and Schenker agreed on or about July 9, 2009 to the full written terms of a settlement agreement.
- viii. The firm had been investigating with interim co-lead counsel and preparing the allegations for an amended consolidated complaint that would pass muster under *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). After such settlement, the Firm drafted large portions of the consolidated amended complaint based upon proffers received from Schenker's counsel, as well as interim co-lead counsel's investigation and research.
- ix. Working with interim co-lead counsel, we completed the amended complaint on July 21, 2009.
- x. After service of the greatly expanded complaint, which alleged seven new specific conspiracies which were not alleged in the original complaint, and named twenty nine new Defendants, the Firm was contacted during August 2009 by the amnesty applicant regarding Rule 408 matters and potential cooperation. As the Firm

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<sup>1</sup> Schenker Deutsche Bahn AG, Schenker AG, Schenker, Inc., Bax Global Inc. and DB Schenker (collectively, "Schenker")

conferred with the other interim co-lead counsel, the Firm had numerous meetings and phone calls with counsel for the amnesty applicant. These ultimately resulted in Plaintiffs' maintaining the position that the amnesty applicant had waived its rights, and the amnesty applicant disputing any such waiver. In the context of such dispute, the amnesty applicant finally began cooperating with Plaintiffs in March 2010 by, initially, producing documents.

- xi. During the foregoing process, interim co-lead counsel and the Firm performed extensive research and wrote numerous detailed letters to the amnesty applicant arguing their obligations under ACPERA, asserted waiver, etc.
  - xii. Lovell Stewart continued to communicate with counsel for Schenker including asking questions about further proffers and arranging for further proffers to be made by Schenker's counsel to interim co-lead counsel.
  - xiii. The Firm was also contacted by another Defendant about resolving the claims during the latter part of 2009 and met and negotiated with this Defendant including obtaining information about revenues and other financial matters.
  - xiv. In December 2009, the Firm was contacted by counsel for a third Defendant about the parameters of resolving the claims against it. The Firm negotiated and obtained revenues and financial and other information to permit Plaintiffs to investigate same.
- b. Between January 1, 2010 and December 31, 2011, the Firm performed, among others, the following professional services.

- i. Lovell Stewart continued to engage in emails and phone calls with the amnesty applicant in order to convince it to produce documents by on or about March 3, 2010.
- ii. The Firm provided proprietary document review software which interim co-lead counsel used to process, index and analyze millions of pages of documents that began in March 2010 to be provided by the amnesty applicant and, later, by settling defendants who were cooperating. Also, attorneys from the Firm were assigned to and did perform first level document review and coding of documents.
- iii. Lovell Stewart drafted oppositions to motions to dismiss, researched and prepared responses to various arguments, and worked and strategized with the other interim co-lead counsel in presenting Plaintiffs' opposition papers on the motions to dismiss.
- iv. Lovell Stewart ran quality control checks throughout the document review process, maintained and updated the software, and had regularly scheduled calls with interim co-lead counsel to work through any issues in document review.
- v. Lovell Stewart participated in strategy conferences with leadership, and attended hearings before the Court and Magistrate Judge in connection with motion practice and related matters.
- vi. The Firm coordinated with interim co-lead counsel regarding Plaintiffs' input into an investigation by the DOJ of the freight forwarders, and Christopher Lovell personally met with Hays Gorey Esq., of the Department of Justice in Washington D.C. regarding such investigation.

- vii. The Firm was approached by a fifth defendant about a resolution of the claims against its client and hosted a meeting at our offices concerning same.
- viii. Throughout 2011, the Firm continued to code documents in first level review of documents, and analyzed the coded documents.
- ix. The Firm took part in multiple in person and teleconference proffers with the Schenker Counsel.
- x. During the briefing in connection with the motion to dismiss, the Firm was contacted by another Defendant about a sixth settlement and obtained revenues and other financial information from them. The Firm continued to negotiate with this defendant and report to interim co-lead counsel during 2011.
- xi. During the briefing in connection with the motion to dismiss, the Firm was contacted by another Defendant about a seventh settlement and obtained revenues and other financial information from them. The Firm continued to negotiate with this defendant and report to interim co-lead counsel during 2011.
- xii. During the briefing in connection with the motion to dismiss, the Firm was contacted by another Defendant about an eighth settlement and obtained revenues and other financial information from them. The Firm continued to negotiate with this defendant and report to interim co-lead counsel during 2011.
- xiii. The Firm coordinated with interim co-lead counsel and Christopher Lovell argued the omnibus motion to dismiss and various other issues before Magistrate Judge Viktor V. Pohorelsky.
- xiv. After oral argument, the Firm was contacted by another defendant about a settlement and obtained revenues and other financial information from them. The

firm continued to negotiate with this defendant and report to interim co-lead counsel during 2011.

- xv. Interim co-lead counsel continued to receive proffers from Schenker and question Schenker's counsel to obtain information regarding numerous issues, and search the documents available to us for information about the culpability of Defendants who had contacted us with respect to settlement.
- xvi. Interim co-lead counsel sought to analyze the merits of the different claims against different defendants in order to determine which of the multiple defendants to settle with and obtain the best value for the Class from such Defendants.
- xvii. One of these Defendants, Defendant Vantec, executed a settlement agreement with Plaintiffs on or about April 26, 2011. The Firm and other interim co-lead counsel negotiated with Vantec. We prepared the preliminary approval papers for this settlement, and other related documents.
- xviii. Other interim co-lead counsel principally negotiated a settlement with EGL on or about May 12, 2011. An attorney from the Firm attended a proffer and confirmatory discovery meeting in Dallas, Texas with EGL's counsel.
- xix. The Firm prepared preliminary approval papers and worked with interim co-lead counsel to file the preliminary approval motions for the Schenker settlement, the Vantec settlement and the EGL settlement on or about September 20, 2011, Docket no. 527.



- xx. In order to conduct the multiple negotiations with multiple Defendants most efficiently, the Firm turned over the negotiations with certain Defendants to other members of interim co-lead counsel.
- c. From January 1, 2012 until March 31, 2013, the Firm performed, among others, the following professional services.
  - i. After lengthy negotiations with Defendant Expeditors, the Firm suggested that we engage in mediation. The interim co-lead counsel and Expeditors met before a nationally recognized mediator on or about November 10, 2011 in San Francisco, California. With the assistance of the mediator, Plaintiffs, much later, finally reached a settlement agreement with Expeditors on or about February 28, 2012. The Firm drafted preliminary approval papers as well as portions of numerous other documents for this settlement.
  - ii. The Firm then continued to have negotiations with defendant Nishi-Nippon Railroad Co., Ltd (“Nishi”) in person and by phone. As a result, interim co-lead counsel and Nishi entered a settlement agreement on or about May 9, 2012. The Firm then prepared the preliminary approval papers for this settlement, as well as other settlement related documents.
  - iii. Large Class members moved to intervene on April 26, 2012.
  - iv. Believing that other negotiations had reached an impasse, other interim co-lead counsel prepared and Plaintiffs moved for permission to send out notice to the class of the settlements on or about July 2, 2012. The intervenors objected.
  - v. The Firm helped prepare papers in opposition to the intervenors’ objections to approval of the class notice and the Schenker opt out provision. Chris Lovell

appeared to argue this motion before the Court on September 24, 2012. Pursuant to the suggestion of the Court, the parties thereafter negotiated to attempt to consensually resolve the intervenors' objections. Our attempts were unsuccessful. The Firm helped prepare further submissions to the Court. The Court overruled the objections and granted preliminary approval on September 25, 2012.

- vi. The Firm continued to perform first level review of document and analyzed the coded documents.
- vii. Meanwhile, settlement negotiations intensified with multiple other Defendants. As with Expeditors, Chris Lovell suggested mediation to Defendant Kuehne + Nagel International AG and Kuehne + Nagel, Inc. (collectively, "KN"). After a full day mediation session in San Francisco, numerous open issues remained with defendant KN. The Firm continued to negotiate with KN until September 2012. On or about September 14, 2012, interim co-lead counsel and KN reached and execute a settlement agreement. The Firm prepared the preliminary approval papers which were filed with the Court on September 17, 2012.
- viii. During this time, I continued to negotiate with defendant United Aircargo Consolidators ("UAC"). As a result, interim co-lead counsel and UAC reached a settlement on or about August 9, 2012. We drafted the preliminary approval papers for this settlement, as well as other settlement related documents.
- ix. Also, other interim co-lead counsel negotiated with Morrison Express. The Firm hosted a meeting at our offices with Morrison Express and co-lead counsel during which substantial progress was made. Other interim co-lead counsel continued to negotiate with Morrison Express and we reached an agreement with them on or

about October 5, 2012.

- x. The Firm provided comments on the drafts of the Third Amended Class Action Complaint. Unlike Plaintiffs' First Amended Class Action Complaint filed on July 21, 2009, Docket No. 117, the Firm was not primarily responsible for drafting the Third Amended Class Action Complaint that was filed on November 15, 2012.
- xi. The Firm was also involved with numerous proffers from Nishi and, later, KN during the latter half of 2012. We continued to review documents and a Japanese speaking attorney with the Firm continued to review materials relating to the Japanese defendants including significant media reports.
- xii. During 2013, the Firm worked on the preparation of nine memoranda in opposition to motions to dismiss the Third Amended Class Action Complaint. Another attorney and I also read through the opposition memoranda prepared by other interim co-lead counsel and provided suggestions and comments.
- xiii. The Firm performed other legal research for other motions filed before the Court and fielded questions and comments from Class members and clients.
- xiv. In the latter regard, the Firm continued to consult with an economist, prepared draft answers to frequently asked questions from Class members, met with representatives of large class members in my offices, and communicated with other interim co-lead counsel regarding their communications with Class members and the preparation and posting of FAQs. The Firm drafted and worked on a proposed plan of allocation with other interim co-lead counsel.

- xv. Finally, Lovell Stewart has been in contact with our clients about the progress, filings and other matters relating to the prosecution of their claims.
- d. From April 1, 2013 through August 15, 2015, the Firm performed, among others, the following professional services.
  - i. After lengthy negotiations with Defendant SDV Logistique Internationale, Plaintiffs reached a settlement agreement with SDV in July 2013. The Firm assisted in the drafting of the settlement papers.
  - ii. After lengthy negotiations with Defendant Panalpina World Transport (Holding) LTD and Panalpina, Inc. (“Panalpina”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and Panalpina met before a nationally recognized mediator in October 2013. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Panalpina in March 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.
  - iii. After lengthy negotiations with Defendant Geodis S.A. and Geodis Wilson USA, INC. (“Geodis”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and Geodis met before a nationally recognized mediator in January 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Geodis in May 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.

- iv. After negotiations with Defendant Jet-Speed Logistics, Ltd, Jet-Speed Air Cargo Forwarders (USA) Inc., and Jet-Speed Logistics (USA), LLC (“Jet Speed”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and Jet Speed met before a nationally recognized mediator in January 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Jet Speed in May 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.
- v. After lengthy negotiations with Defendant Toll Global Forwarding (USA), Inc., Baltrans Logistics, Inc., and Toll Holdings Ltd. (“Toll”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and Toll met before a nationally recognized mediator in January 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Toll in July 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.
- vi. After lengthy negotiations and meetings with Defendant Agility Holdings, Inc.; Agility Logistics Corp.; Geologistics Corp.; and Geologistics International Management (Bermuda) Limited (together, “Agility”), co-lead counsel determined that plaintiffs should engage in mediation. The Firm drafted the mediation brief in advance of the meeting before a nationally recognized mediator in April 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Agility in October 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.

vii. After lengthy negotiations and meetings with Defendant United Parcel Service, Inc. and UPS Supply Chain Solutions, Inc. (together, “UPS”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and UPS met before a nationally recognized mediator in June 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with UPS in October 2014. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.

viii. After lengthy negotiations with Defendant Dachser GmbH & Co., KG, doing business as Dachser Intelligent Logistics; and Dachser Transport of America, Inc. (together, “Dachser”), co-lead counsel determined that plaintiffs should engage in mediation. The Firm drafted the mediation brief in advance of the meeting before a nationally recognized mediator in April 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with Dachser January 2015. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.

ix. After negotiations with Defendant DSV A/S, DSV Solutions Holding A/S and DSV Air& Sea Ltd. f/n/a DFDS Transport (HK) Ltd. (together, “DSV”), Plaintiffs reached a settlement agreement with DSV in April 2014. The Firm took part in the drafting of the settlement papers.

x. After lengthy negotiations with Defendants Hankyu Hanshin Express Holding Corporation formerly known as Hankyu Express International Co., Ltd. and its subsidiary, Hankyu Hanshin Express Co., Ltd., and its U.S. subsidiary,

Hanshin Air Cargo USA, Inc. (together, “Hankyu Hanshin”); Japan Aircargo Forwarders Association (“JAFA”); Kintetsu World Express, Inc. and its U.S. subsidiary, Kintetsu World Express (U.S.A.), Inc. (together, “Kintetsu”); “K” Line Logistics, Ltd., and its U.S. subsidiary “K” Line Logistics (U.S.A.), Inc. (together, ““K” Line”); MOL Logistics (Japan) Co., Ltd., and its U.S. subsidiary, MOL Logistics (USA) Inc. (together, “MOL Logistics”); Nippon Express Co., Ltd. and its U.S. subsidiary, Nippon Express USA, Inc. (together, “Nippon Express”); Nissin Corporation and its U.S. subsidiary, Nissin International Transport U.S.A., Inc. (together, “Nissin”); Yamato Global Logistics Japan Co., Ltd., and its U.S. affiliate, Yamato Transport U.S.A. Inc. (together, “Yamato”); Yusen Air & Sea Service Co., Ltd. and its U.S. subsidiary, Yusen Air & Sea Service (U.S.A.), Inc. (together, “Yusen”); and, for the Severed Claims only, Deutsche Post AG; Danzas Corporation (doing business as DHL Global Forwarding); DHL Express (USA) Inc.; DHL Global Forwarding Japan K.K.; DHL Japan Inc.; Exel Global Logistics, Inc.; and Air Express International USA, Inc. (together, “DHL”) (Collectively, the “Japanese Defendants”), co-lead counsel determined that plaintiffs should engage in mediation. The interim co-lead counsel and the Japanese Defendants met before a nationally recognized mediator in July 2014. With the assistance of the mediator, Plaintiffs reached a settlement agreement with the Japanese Defendants in April 2015. The Firm took part in the mediation and assisted in the drafting of the related settlement papers.

- xi. The Firm prepared for and conducted numerous interviews of employees of Settling Defendants.

- xii. The Firm further prepared for and conducted 14 depositions in Hong Kong, Miami, and Washington D.C.
- xiii. The Firm drafted and filed the opposition to the Motion to Dismiss filed by Hellmann KG and Hellmann HK.
- xiv. The Firm conducted numerous meet and confers with Defendants and, where necessary, drafted and filed multiple motions to compel various discovery related items.
- xv. The Firm appeared in this Court on numerous occasions, including arguing numerous motions to compel.
- xvi. Additionally, the Firm prepared and served numerous discovery requests. The Firm responded to numerous discovery requests propounded by Defendants
- xvii. Gary Jacobson prepared the witness and Defended a 30(b)(6) witness of named Plaintiff, David Howell Product Design, Inc.
- xviii. Attorneys from the Firm continued to perform first level document review and coding of documents.
- xix. The Firm performed other legal research for other motions filed before the Court and fielded questions and comments from Class members and clients.
- xx. In the latter regard, the Firm continued to consult with economists and industry experts, prepared draft answers to frequently asked questions from Class members, met with representatives of large class members in my offices,



communicated with other Class members, and communicated with other interim co-lead counsel regarding their communications with Class members and the preparation and posting of FAQs.

xvi. Finally, Lovell Stewart has been in contact with our clients about the progress, filings and other matters relating to the prosecution of their claims.

3. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by the partners, attorneys and other professional support staff of my firm who have been involved in this litigation, and the lodestar calculation is based on my firm's current hourly billing rates except for work done on document review which is capped at \$400 per hour from inception through August 15, 2015, except for time submitted in the first interim fee petition filed on September 10, 2013

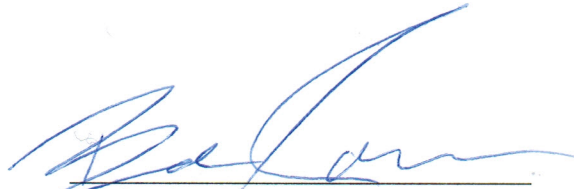
4. The total number of hours expended on this litigation by my firm from inception through August 15, 2015, excluding the hours submitted in the first interim fee petition filed on September 10, 2013, is 27,073.47 hours. The total lodestar for my firm is \$14,647,312.05. My firm's lodestar figures are based on the firm's current hourly billing rates. The hourly rates for the partners, attorneys and professional support staff in my firm are the same as the usual and customary hourly rates charged for their services in contingent billable matters. The total hours was determined by the examination of contemporaneous, daily time records regularly prepared and maintained by my firm and which have been provided to co-lead counsel for their review.

5. As detailed in Exhibit 2, my firm has incurred a total of \$725,867.85 in unreimbursed expenses during the period inception through August 15, 2015, not counting the expenses submitted in the first interim fee petition dated September 10, 2013.

6. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and represent an accurate recordation of the expenses incurred.

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

Executed on this first day of September 2015 at New York, NY.



Benjamin M. Jaccarino

# **EXHIBIT 1**

Precision Associates, Inc., et al. v. Panalpina World Transport (Holding) Ltd., et al.  
 [Freight Forwarders Antitrust Litigation]  
 Exhibit 1 TIME REPORT SUMMARY

Firm Name: Lovell Stewart Halebian Jacobson LLP

Reporting Period: Inception through August 15, 2015 (does not include data submitted in the first interim fee petition filed September 10, 2013)

- |  |   |                |                |
|--|---|----------------|----------------|
| (1) Investigations & Factual Research                              | (5) Settlement                                      | Partner (P)    | Associate (A)  |
| (2) Discovery  | (6) Class Certification                             | Paralegal (PL) | Law Clerk (LC) |
| (3) Pleadings, Briefs (drafting, serving, filing & legal research) | (7) Trial & Preparation                             |                |                |
| (4) Court Appearances & Preparation                                | (8) Litigation Strategy, Analysis & Case Management |                |                |

Name & Status	1	2	3	4	5	6	7	8	Current Hourly Rate	Total Hours This Period	Lodestar This Period
Christopher Lovell (P)	120.40	210.60	712.00	331.59	434.20			414.30	\$950	2,223.09	\$2,111,935.50
Gary Jacobson (P)		1,053.25	653.68	120.50	10.00			259.00	\$905	2,096.43	\$1,897,269.15
Craig Essenmacher (P)	135.60	54.60						15.40	\$725	205.60	\$149,060.00
Christopher McGrath (P)	75.00		100.97						\$625	175.97	\$109,981.25
Ian Stoll (P)	535.00	1,641.17	475.50	67.00				133.00	\$750	2,851.67	\$2,138,752.50
Jody Krissiloff (P)			850.32	20.00					\$800	870.32	\$696,256.00
Keith Essenmacher (P)		357.09							\$680	357.09	\$242,821.20
Rick Rayle (P)		458.40	548.50	211.20				120.00	\$610	1,338.10	\$816,241.00
Robert Rodriguez (P)	40.30	355.80	790.20	160.00	85.00			65.00	\$610	1,496.30	\$912,743.00
Ben Jaccarino (P)	204.20	599.80	755.50	30.00	742.50			215.49	\$435	2,547.49	\$1,108,158.15
Riki Sakamoto (A)	629.56	325.60	250.40						\$475	1,205.56	\$572,641.00
Fred Isquith (P)			164.02						\$435	164.02	\$71,348.70
Imtiaz Siddiqui (A)	30.00		25.04						\$450	55.04	\$24,768.00
Kathleen O'Niell (A)		2,381.65							\$375	2,381.65	\$893,118.75
Troy Gorman (A)		9.00							\$400	9.00	\$3,600.00
James Payne (A)		2,040.95							\$275	2,040.95	\$561,261.25
Jacob Ferris (A)		3,575.95							\$320	3,575.95	\$1,144,304.00
Matthew Kuipers (A)		2,865.61							\$375	2,865.61	\$1,074,603.75
Tucker Kiesling (PL)			78.65						\$225	78.65	\$17,696.25
Ken Smith (PL)			54.80						\$220	54.80	\$12,056.00
Hannah Bock (PL)			134.50						\$170	134.50	\$22,865.00
Christina Segro (PL)			136.33						\$195	136.33	\$26,584.35
Marco Tanudra (PL)			97.25						\$195	97.25	\$18,963.75
Keith Andrews (PL)		60.00	39.10						\$185	99.10	\$18,333.50
Martha Geaneas (PL)			8.00		5.00				\$150	13.00	\$1,950.00
<b>TOTALS</b>	<b>1,770.06</b>	<b>15,989.47</b>	<b>5,874.76</b>	<b>940.29</b>	<b>1,276.70</b>	<b>0.00</b>	<b>0.00</b>	<b>1,222.19</b>		<b>27,073.47</b>	<b>\$14,647,312.05</b>

## **EXHIBIT 2**

**Precision Associates, Inc., et al., v. Panalpina World Transport (Holding) Ltd., et al.**  
**Eastern District of New York Case No. 1:08-cv-00042-JG-VVP**  
**Exhibit 2 - Summary of Expenses**  
**Firm Name:**

**Time Period: Inception through August 15, 2015**  
**(does not include expenses submitted in**  
**first interim fee petition filed on September 10, 2013)**

<b>Type of Expense</b>	<b>Cumulative Total</b>
Assessments to Common Cost Litigation Fund	\$498,649.21
Commercial Copies	\$34,514.72
Internal Reproduction / Copies	\$3,230.60
Court Costs & Filing Fees	\$2,146.77
Court Reporters & Transcripts	\$1,605.20
Computer Research	\$27,068.92
Telephone & Fax	\$183.72
Postage / Express Delivery / Messenger	\$14,207.38
Professional Fees (expert, investigator, accountant, etc.)	\$27,000.00
Witness / Service Fees	
Travel: Air Transportation, Ground Travel, Meals, Lodging, etc.	\$116,511.35
Clerical Overtime	
Miscellaneous	\$749.98
<b>TOTAL EXPENSES</b>	<b>\$725,867.85</b>