

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

Fond Du Lac Bumper Exchange, Inc., and
Roberts Wholesale Body Parts, Inc. on Behalf of
Themselves and Others Similarly Situated,

Plaintiffs,

v.

Jui Li Enterprise Company, Ltd., et al.,

Defendants.

Case No. 2:09-cv-00852-LA

**DIRECT PURCHASER PLAINTIFFS' MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR FINAL APPROVAL OF THE
TONG YANG AND GORDON SETTLEMENTS**

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INTRODUCTION

Following five years of litigation and several months of arm's-length settlement negotiations with the assistance of a respected mediator, Direct Purchaser Plaintiffs,¹ on behalf of themselves and the Settlement Class,² settled their antitrust claims against Tong Yang Industry Co., Ltd., Taiwan Kai Yih Industrial Co., Ltd., TYG Products, L.P., and Gordon Auto Body Parts Co. Ltd. for a collective pre-tax amount of \$25 million. The Court preliminarily approved the Settlements on April 24, 2015 and May 5, 2015, respectively (*see* ECF Nos. 619, 641) and Notice of the Settlements was issued to Members of the Settlement Class on May 14, 2015 in accordance with the Court's Preliminary Approval Orders.

Direct Purchaser Plaintiffs submit that the Settlements are an excellent result for the Class. Not a single Class Member elected to opt out of the Settlement Class. Further, not a single Class Member objected to the Settlements. This is persuasive evidence of the outstanding nature of the result achieved through the Settlements, informed as they were by years of hard-fought litigation, an extensive discovery record, and the assistance of a mediator. The Settlements, therefore, bear all the indicia of fairness and reasonableness articulated by the Seventh Circuit and Federal Rule of Civil Procedure 23(e), and Direct Purchaser Plaintiffs respectfully request that the Court grant final approval of the Settlements. In addition, Class Plaintiffs respectfully request that the Court affirm its certification of the Settlement Class and approve the proposed Plan of Allocation.

¹ Class Plaintiffs Fond du Lac Bumper Exchange, Inc. and Roberts Wholesale Body Parts, Inc.

² The Settlement Class is defined as: "All persons and entities in the United States, and its territories and possessions, which purchased Aftermarket Automotive Sheet Metal Products directly from any of the Defendants between January 1, 2003 and May 14, 2015. Excluded from this definition are Defendants and their parents, subsidiaries, and affiliates; all governmental entities; and any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff." May 14, 2015 is the date that Notice of the Settlements was provided to the Class.

I. THE SETTLEMENTS MERIT FINAL APPROVAL

In evaluating whether a class action settlement merits final approval under Federal Rule of Civil Procedure 23(e), courts must determine whether the proposed settlement, taken as a whole, is fair, reasonable, and adequate. *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996); *EEOC v. Hiram Walker & Sons, Inc.*, 768 F.2d 884, 889 (7th Cir. 1985); *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). This inquiry requires a careful inspection into the fairness of the settlement to the class members, *Mars Steel Corp. v. Cont'l Ill. Nat'l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987), but must stop short of an abbreviated trial on the merits, *id.* at 684 and *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314-15 (7th Cir. 1980) *overruled on other grounds by Felzen v. Andreas*, 134 F. 3d 873 (7th Cir. 1998). The Seventh Circuit has provided the following guidance:

Because settlement of a class action, like settlement of any litigation, is basically a bargained exchange between the litigants, the judiciary's role is properly limited to the minimum necessary to protect the interests of the class and the public. Judges should not substitute their own judgment as to optimal settlement terms for the judgment of the litigants and their counsel.

Armstrong, 616 F.2d at 315. In assessing whether the Settlements merit final approval, the Court should keep in mind the “overriding public interest in favor of settlement” of class action litigation. *Id.* at 313 (citation omitted); *See also, Isby*, 75 F.3d at 1196; *EEOC v. Hiram Walker & Sons, Inc.*, 768 F.2d at 888-89; *Metro. Hous. Dev. Corp. v. Vill. of Arlington Heights*, 616 F.2d 1006, 1013 (7th Cir. 1980).

The Seventh Circuit directs courts to consider the following criteria when determining when whether final approval is appropriate:

- 1) the strength of the plaintiffs' case on the merits measured against the terms of the settlement;
- 2) the complexity, length, and expense of continued litigation;
- 3) the amount of opposition to the settlement among affected parties;
- 4) the presence of collusion in gaining a settlement;
- 5) the stage of the proceedings; and
- 6) the amount of discovery completed.

GE Capital Corp. v. Lease Resolution Corp., 128 F.3d 1074, 1082 (7th Cir. 1997); *see also* *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (quoting *Isby*, 75 F.3d at 1199). As explained more fully below and in Direct Purchaser Plaintiffs' previously submitted memoranda and declarations³ in support of Preliminary Approval (ECF Nos. 606-1, 607, 608, 631, 632, 633), all six factors weigh in favor of final approval of the Settlements.

A. The Settlements are Fair, Reasonable, and Adequate in Light of the Relative Strengths and Weaknesses of the Settlement Class's Claims.

"The most important factor in evaluating a proposed settlement is the strength of plaintiff's case on the merits balanced against the amount offered in the settlement." *Am. Int'l Group, Inc. v. ACE INA Holdings, Inc.*, Nos. 07-CV-2898, 09 C 2026 , 2012 WL 651727, at *2 (N.D. Ill. Feb. 28, 2012) (internal quotation & citation omitted); *see also* *Synfuel*, 463 F.3d at 653. The Settlements collectively amount to \$25 million which, after Taiwan taxes, nets \$20 million in a U.S. escrow fund. These Settlements result in immediate relief to the Settlement Class. Viewed in light of the strength of the Class's case, as well as the risks of continued litigation, the Settlements are well within the range of reasonableness.

On behalf of themselves and the Settlement Class, Direct Purchaser Plaintiffs allege that the Tong Yang Defendants, the Gordon Defendants (collectively, "Settling Defendants"), as well as Auto Parts Industrial Ltd., its U.S. subsidiary and business office, Cornerstone Auto Parts, LLC, and Jui Li Enterprise Co., (collectively "Non-Settling Defendants") conspired to raise prices for Aftermarket Automotive Sheet Metal Parts, resulting in Class Members paying higher

³ The declarations of Jason S. Hartley in support of Direct Purchaser Plaintiffs' motions for preliminary approval of settlements with Tong Yang Industry Co., Ltd. and TYG Products, L.P. (ECF No. 607) ("Hartley Decl. (ECF No. 607)") and Gordon Auto Body Parts Co., Ltd. (ECF No. 632) ("Hartley Decl. (ECF No. 632)"), respectively, are cited herein.

prices than they otherwise would have paid but for Defendants' unlawful conduct. Continued litigation against the Settling Defendants "'would require the resolution of many difficult and complex issues,' would 'entail considerable additional expense,' and would 'likely involve weeks, perhaps months, of trial time.'" *Isby*, 75 F.3d at 1199 (quoting *Taifa v. Bayh*, 846 F. Supp. 723, 727 (N.D. Ind. 1994)).

Although Direct Purchaser Plaintiffs are confident that they could prove their case at trial, numerous litigation obstacles remain including class certification, summary judgment, ultimately trial, and perhaps appeal. An antitrust case is complicated and potential obstacles to success at trial or on appeal are ever-present. The determination of both liability and damages entails a battle of experts who typically proffer conflicting testimony about conceptually and factually-complex matters. The reaction of a jury to contradictory and typically arcane expert testimony is notoriously unpredictable. Other uncertainties also inhere in the trial process. The Settlements, in part, reflect the possibility that a jury might award no damages or only a fraction of the claimed damages. It also recognizes there is no guarantee that any judgment would ultimately be sustained by the trial court or on appeal, or that a judgment would be successfully enforced in Taiwan. *See* Hartley Decl. ¶ 29 (ECF No. 607); Hartley Decl. ¶ 28 (ECF No. 632).

The Settlements eliminate the risks for Direct Purchaser Plaintiffs and the Settling Defendants and preserve substantial judicial resources that would have been required to rule on a series of complex and technical motions and oversee a protracted trial, as well as to resolve possible appeals.

B. The Complexity, Length, and Expense of Further Litigation Supports Approval of the Settlements.

In addition, of course, "a major benefit of the settlement is that Class Members may obtain . . . benefits much more quickly than had the parties not settled." *Schulte v. Fifth Third*

Bank, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011). Antitrust cases are notoriously protracted. Any adjudicated recovery for the Class would almost certainly take substantial time. If the Class Members were “required to await the outcome of a trial and inevitable appeal . . . they would not receive benefits for many years, if indeed they received any at all.” *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 961 (N.D. Ill. 2011).

Accordingly, in determining the fairness of a settlement, courts also consider “the likely complexity, length and expense of the litigation.” *Isby*, 75 F.3d at 1199. The parties still face class certification and summary judgment motion practice. *See generally* Hartley Decl. ¶ 28 (ECF No. 607); Hartley Decl. ¶ 29 (ECF No. 632). Should Direct Purchaser Plaintiffs’ claims proceed to trial, the trial itself would be time-consuming and complex: antitrust trials of this magnitude typically take several weeks and require the presentation of several hours of videotaped deposition testimony as well as live witnesses.

Regardless of the trial’s outcome, appeals could follow, adding yet more time to the duration of the case. Each subsequent step in the continued litigation of this matter would require the Settlement Class to incur additional expenses without the guarantee of a larger recovery—or any recovery. Accordingly, where, as here, a settlement provides substantial and immediate monetary relief to the Class while avoiding the risks of class certification, summary judgment, trial, and appeal, courts in this circuit have deemed the settlement fair and reasonable. *See, e.g., Am. Int’l Group, Inc.*, 2012 WL 651727, at *5; *see also AT&T Mobility Wireless*, 789 F. Supp. 2d at 961 (recovery of dollars today rather than after appeals supports settlement).

C. The Lack of Opposition to the Settlements Strongly Supports Final Approval.

Pursuant to the Court’s May 5, 2015 Order, Direct Notice was mailed to Class Members. *See* Declaration of Carla A. Peak on Implementation and Overall Adequacy of Combined

Settlement Notice Plan (“Peak Declaration”) ¶¶ 5-7, Ex. 1. In addition, a Summary Notice was published in industry-related publications. *Id.* ¶¶ 8-9, Ex. 2. Notice was also posted on a dedicated website established for the Settlements, information regarding the Settlements was posted on several websites specifically identified as likely to be visited by Class Members, and an informational press release was distributed nationally. *Id.* ¶¶ 10-14, Ex. 4. The time for Class Members to object to the Settlement expired on June 29, 2015. The time for Class Members to opt out expired on June 9, 2015. ECF No. 641, ¶¶ 3-4. Not a single Class Member has opted out of the Settlement Class. Peak Decl. ¶ 18. As noted above, no Class Members have filed an objection to the Settlement nor has any Class Member objected to Class Counsel’s request for attorneys’ fees and expenses. *Id.*

The complete lack of objectors challenging the Settlements favors a finding that the Settlements are “fair and reasonable,” *American Civil Liberties Union v. United States Gen. Servs. Admin.*, 235 F. Supp. 2d 816, 819 (N.D. Ill. 2002), and is “strong circumstantial evidence in favor of the settlement.” *In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1021 (N.D. Ill. 2000) *aff’d*, 267 F.3d 743 (7th Cir. 2001). The Settlement Class’s overwhelming support for these Settlements strongly favors final approval of the Settlements.

D. The Settlements Are the Product of Good Faith, Arm’s-Length Negotiations.

As discussed at length in Direct Purchaser Plaintiffs’ preliminary approval papers (*See* ECF Nos. 606-1, 607, 608, 631, 632, 633), these Settlements were achieved following months of arm’s-length negotiations and with the assistance of a respected mediator. “A strong presumption of fairness attaches to a settlement agreement when it is the result of this type of [arm’s length] negotiation.” *Great Neck Capital Appreciation Inv. P’ship v. PricewaterhouseCoopers, LLP.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002); *see also* *Susquehanna Corp. v. Korholz*, 84 F.R.D. 316, 321 (N.D. Ill. 1979) (a settlement proposal arrived at after arm’s-length negotiations by fully

informed, experienced and competent counsel may be properly presumed to be fair and adequate).

The Settlements were reached following months of negotiations among experienced counsel for Direct Purchaser Plaintiffs and the Settling Defendants who were well-versed in the strengths and weaknesses of their respective claims and defenses. These negotiations were protracted and lasted several months and were well-informed by an extensive discovery record. Further, the negotiations, and the ultimate Settlements, were accomplished through the assistance of a respected mediator, Martin Quinn of JAMS in San Francisco, California. See Hartley Decl. ¶¶ 23-31 (ECF No. 607); Hartley Decl. ¶¶ 23-27 (ECF No. 632). All these factors support the fairness and reasonableness of the Settlements.

E. Experienced Class Counsel Strongly Endorse the Settlement.

The opinion of the attorneys who engaged in the Settlement negotiations and litigated the action is entitled to significant weight. See, e.g., *Isby*, 75 F.3d at 1200 (“[T]he district court was entitled to give consideration to the opinion of competent counsel that the settlement was fair, reasonable, and adequate.”); *In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d at 1020 (“The court places significant weight on the unanimously strong endorsement of these settlements by Plaintiffs’ well-respected attorneys.”).

Here, Settlement Class Counsel, who have many years of experience prosecuting complex antitrust class actions, have determined that the Settlements are fair, reasonable, and adequate. They base their considered opinion on their extensive experience in litigating similar cases and a careful assessment of all relevant factors bearing on settlement in this case, principally the ones identified in the preceding discussion. See Hartley Decl. ¶¶ 29-30 (ECF No. 607); Hartley Decl. ¶¶ 28-30 (ECF No. 632). Accordingly, this factor weighs heavily in favor of final approval of the Settlements.

F. The Settlements Follow the Development of an Extensive Discovery Record and Substantial Briefing of the Class's Claims.

To ensure that a plaintiff has had access to sufficient information to evaluate both its case and the adequacy of a proposed settlement, courts in the Seventh Circuit consider the stage of the proceedings and the discovery taken. *Isby*, 75 F.3d at 1199. Here, both the knowledge of Class Counsel and the proceedings themselves have reached a stage where a well-founded evaluation of the claims and propriety of settlement could be made.

As discussed extensively in Direct Purchaser Plaintiffs' memoranda and declarations in support of preliminary approval of the Settlements (*see, e.g.*, ECF Nos. 606-1, 607, 608, 631, 632, 633), the Settlements took place after Direct Purchaser Plaintiffs' claims had been tested by several motions to dismiss, a motion for summary judgment, and the parties had engaged in contentious pre-trial proceedings and extensive discovery. Hartley Decl. ¶¶ 3-22 (ECF No. 607); Hartley Decl. ¶¶ 3-22 (ECF No. 632). Class Counsel's negotiations of the Settlements, therefore, had the benefit of thorough research and analysis of the myriad factual and legal issues and were informed by the Court's rulings and a mature factual record.

Having litigated this matter for nearly five years, and aided by an extensive discovery record, Direct Purchaser Plaintiffs and their counsel were able to reach these Settlements, which are favorable to the Settlement Class, without the substantial expense, risk, uncertainty, and delay of continued litigation. *See Great Neck Capital*, 212 F.R.D. at 410 ("[T]he settlement was reached after [defendant's] motion to dismiss had been decided and after merits discovery was well underway. Thus, plaintiffs' counsel's evaluation of the case was based on a reasonable amount of information."). This factor, like all those discussed above, strongly supports approval of the Settlements.

II. THE COURT-APPROVED NOTICE PLAN SATISFIES DUE PROCESS

Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by a proposal.” Notice of a proposed settlement must inform class members of (1) the nature of the pending litigation; (2) the general terms of the proposed settlement; (3) that complete information is available from court files; and (4) that any class member may appear and be heard at the fairness hearing. *See* 3 ALBA CONTE & HERBERT B. NEWBERG, NEWBERG ON CLASS ACTIONS § 8.32 (4th ed.); *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2011 WL 717519, at *5 (E.D. Mich. Feb. 22, 2011) (quoting NEWBERG passage); *see also City of Greenville v. Syngenta Crop Prot., Inc.*, No. 3:10-cv-188-JPG-PMF, 2012 WL 1948153, at *4 (S.D. Ill. May 30, 2012) (stating Rule 23(e) notice contents “sufficient” with above elements) (quoting *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 270 F.R.D. 330, 351 (N.D. Ill. 2010)). For a Rule 23(b)(3) predominance class, the notice must also state that class members have an opportunity to opt out, that the judgment will bind all class members who do not opt out, and that any member who does not opt out may appear through counsel. Fed. R. Civ. P. 23(c)(2)(B). The form of notice is “adequate if it may be understood by the average class member.” 4 ALBA CONTE & HERBERT B. NEWBERG, NEWBERG ON CLASS ACTIONS § 11.53 (4th ed.).

Notice to class members must be “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (quoting Fed. R. Civ. P. 23(c)(2)); *City of Greenville*, 2012 WL 1948153, at *4 (same).

In its Preliminary Approval Orders, the Court approved the Direct Purchaser Plaintiffs’ Joint Notice Plan, which included (1) direct notice to known Class Members at their last known address; (2) publication notice; (3) internet notice; and (4) an informational press release. The

Court also approved the forms of Notice and concluded that the Notice Plan was “the best notice practicable under the circumstances.” ECF Nos. 619, 614.

As set forth more fully in the accompanying Peak Declaration, which is incorporated herewith, the Joint Notice Plan was implemented as approved by the Court. In particular, Detailed Notices and Claim Forms (containing pre-populated information obtained from the Defendants’ records) (the “Notice Packet”) were mailed to known Direct Purchaser Class Members and re-mailed as needed. *Id.* ¶¶ 5-7, Ex. 1. As a result, 77.1% (i.e., 361 Settlement Class Members) were reached through the postal notice effort alone. *Id.* ¶ 7; *see also id.* ¶¶ 17, 20. This direct notice effort, was further supplemented through an extensive Publication Notice plan (*Id.* ¶ 8, Ex. 2), Internet Advertising (*Id.* ¶ 10, Ex. 3), and the distribution of an Informational Press Release (*Id.* ¶¶ 11-12, Ex. 4). In addition, the Claims Administrator, Kurtzman Carson Consultants LLC (“KCC”), established an informational website containing key information and documents related to the Settlements. The website was activated on May 13, 2015 and continues to be operational. *See id.* ¶ 14. KCC also hosted a toll-free number which allowed Class Members to learn more about the Settlements by speaking directly with a live operator. The toll-free number, like the website, was operational as of May 13, 2015 and continues to operate. *Id.* ¶ 15.

Moreover, the forms of Class Notice were “noticeable” so as to capture the Class Members’ attention and to provide them with the information necessary to understand their rights and options in the litigation and both Settlements. *Id.* ¶ 21. All information required by Federal Rule of Civil Procedure 23, as well as the Manual for Complex Litigation, Fourth, was incorporated into the notice documents. *See id.* As such, Ms. Peak, Director of Legal Notification Services for KCC, concludes that “the Notice Plan as designed and implemented is

consistent with other effective settlement notice programs. It is the best notice practicable and meets the ‘desiring to actually inform’ due process communications standard set forth in *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).” *Id.* ¶ 22. While “Due Process does not require perfection,” see *Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 1:11-cv-04462, 2015 WL 3970219, at *4 (N.D. Ill. Mar. 16, 2015) (citation omitted), it is evident that the Joint Notice Plan originally approved by the Court and successfully implemented by the appointed Claims Administrator, satisfies Due Process and Federal Rule of Civil Procedure 23(e).

III. THE COURT SHOULD AFFIRM ITS CERTIFICATION OF THE SETTLEMENT CLASS

In presenting the proposed Settlement to the Court for preliminary approval, Class Plaintiffs requested that the Court preliminarily certify the Class for settlement purposes so that notice of the proposed Settlement, the final approval hearing, and the rights of Class Members to request exclusion, object or submit proofs of claim, could be issued. In its Orders Preliminarily Approving the Settlements, this Court preliminarily certified the Settlement Class. ECF Nos. 619, 641. Nothing has changed to alter the Court’s certification and, for all the reasons stated in Direct Purchaser Plaintiffs’ memoranda in support of preliminary approval (ECF Nos. 606-1, 631), which are incorporated herein by reference, Class Plaintiffs now request that the Court finalize and affirm its prior (i) certification of the Class for purposes of carrying out the Settlement pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3); (ii) appointment of Fond du Lac Bumper Exchange, Inc. and Roberts Wholesale Body Parts, Inc. as Class Representatives; and (iii) its prior appointment of Vincent J. Esades of Heins Mills & Olson, P.L.C. and Jason S. Hartley of Stueve Siegel Hanson, LLP as Co- Lead Settlement Class Counsel, and K. Scott Wagner of Hale & Wagner, S.C. as Liaison Settlement Class Counsel.

IV. THE PLAN OF ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE

Class Plaintiffs also seek approval of the Plan of Allocation for distributing the Settlement proceeds. The Plan of Allocation was set forth in the Notice mailed to Class Members. As with the approval of a class settlement, courts must determine whether the plan for allocation of the settlement funds is fair, reasonable, and adequate. *Summers v. UAL Corp. ESOP Comm.*, No. 03 C 1537, 2005 WL 3159450, at *2 (N.D. Ill. Nov. 22, 2005). The objective of a plan of allocation is to provide an equitable basis upon which to distribute the net settlement fund among eligible class members. As explained in the Notice, all Settlement Class members who submit timely claims will be entitled to receive a pro rata share of the Fund.

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on their volume of qualifying AMSM purchases as compared to the total volume of qualifying AMSM purchases of all Authorized Claimants. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlements. If there is a balance remaining in the Settlement Fund after initial distribution of the Settlement Fund to Authorized Claimants (whether by reason of tax refunds, uncashed checks or otherwise), the balance will, if feasible, be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from any re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for the re-distribution. Any remaining balance shall be distributed as the Court may direct.

Peak Decl. at Ex. 1.

This method of allocation is routinely used in direct-purchaser antitrust cases such as this and, because it apportions the settlement in proportion to each Class Member's overcharge damages, is eminently reasonable. *See, e.g., In re Remeron Direct Purchaser Antitrust Litig.*, No. Civ. 03-0085 FSH, 2005 WL 3008808, at *11 (D.N.J. Nov. 9, 2005). In other words, "(t)he parties' proposed allocation plan is fair because it ensures that every Class Member who submits a valid claim will receive a portion of the settlement fund, while providing a proportionally

larger share to those who are most” injured by the alleged conduct. *City of Greenville v. Syngenta Crop Prot., Inc.*, 904 F. Supp. 2d 902, 911 (S.D. Ill. 2012). Accordingly, the proposed Plan of Allocation should be approved. *See id.*

V. CONCLUSION

The Settlements are an excellent result providing a substantial and immediate benefit of the Settlement to the Class for the above stated reasons. Direct Purchaser Plaintiffs respectfully request that the Court: (i) grant approval of the Settlements based on a finding that they are fair, reasonable, and adequate; (ii) affirm its certification of the Settlement Class and its appointment of the Class Representatives and Co-Lead Settlement Class Counsel and Liaison Settlement Class Counsel; and (iii) approve the proposed Plan of Allocation.

Dated: July 22, 2015

Respectfully submitted,

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