

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE: SCRAP METAL ANTITRUST
LITIGATION**

CASE NO. 1:02 CV0844

JUDGE BOYKO

**FINAL JUDGMENT ENTRY APPROVING SETTLEMENT WITH DEFENDANTS,
COLUMBIA IRON AND METAL COMPANY AND COLUMBIA NATIONAL GROUP,
INC., AND NON-PARTIES DAVID P. MILLER AND MERCER CO.**

This cause is before the Court on Class Plaintiffs' motion for final approval of a proposed settlement of this class action litigation (the "Litigation") and payment of attorneys' fees. (Dkt. 748). The procedural background relevant to this final approval is as follows:

(a) On May 20, 2016, the Court entered an order (Dkt. 747) preliminarily approving (the "Preliminary Approval Order") the Settlement Agreement (Dkt. 743) between Class Plaintiffs, Defendants Columbia Iron and Metal Company ("CIMCO") and Columbia National Group, Inc. (CNG), and non-parties David P. Miller ("Miller," CIMCO, CNG and Miller are hereinafter sometimes referred to as the "Miller Parties") and Mercer Co. ("Mercer").

(b) The July 28, 2016 deadline for objections to the proposed settlement expired without any objections being made or filed with the Court. An affidavit attesting to this fact was filed by the settlement administrator. (Dkt. 748, Ex. A).

(c) On August 4, 2016, the Court held a hearing on the final approval of the settlement and award of attorneys' fees and expenses. Class Plaintiffs, the Miller Parties, and Mercer appeared through their counsel of record. Members of the Settlement Class¹ were given

¹ Members of the Settlement Class are defined as all persons or entities with scrap generating facilities located in Northeast Ohio and the surrounding counties, which is comprised of

appropriate and adequate notice of the hearing, and no class member appeared in Court at the Final Approval Hearing.

Upon consideration of Class Plaintiffs' Motion for Final Approval of the Proposed Settlement between Class Plaintiffs, the "Miller Parties" and Mercer and the Memorandum of Law in Support Thereof, and the attachments thereto and the submissions of the parties at the Fairness Hearing held on August 4, 2016, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** as follows:

1. Upon review of the record, the Court finds that the proposed settlement between Class Plaintiffs and the Miller Parties and Mercer, which was arrived at by arms-length negotiations by experienced counsel, has been entered into in good faith and is non-collusive.

2. No objections were filed, timely or otherwise, to the Settlement Agreement, including requested attorneys' fees and costs, and no requests for exclusion from the Settlement Class were made.

3. The Court grants final approval of the Settlement Agreement and finds that the Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the class, meets the Court's approval required under Federal Rule of Civil Procedure 23. All members of the Settlement Class are bound by the Settlement Agreement and this Final Judgment Entry. The settlement shall be consummated pursuant to the terms and conditions of the Settlement Agreement and this Final Judgment Entry.

Ashtabula, Cuyahoga, Lake, Lorain, Medina, Stark, and Summit counties, who sold ferrous or nonferrous industrial scrap metal to Defendants between December 1992 and March 2000. Excluded from the Class are Defendants, and their respective parents, subsidiaries and affiliates, as well as any governmental entities. Also excluded from the Class is any party, whether named or not, who is ultimately deemed to have participated in an illegal conspiracy.

4. The Court reserves continuing and exclusive jurisdiction over the Settlement Agreement for all purposes, including its administration and any disputes that may arise concerning payment and cooperation obligations. Nothing in this paragraph is intended to effect the finality of this judgment for purposes of appeal.

5. Upon review of the record, including the submissions of counsel in their Motion for Final Approval, the Court finds that the notice provided to class members the Settlement Agreement constitutes the best notice practicable and satisfies the requirements of due process and Federal Rule of Civil Procedure 23.

6. The Settlement Agreement is binding on, and has *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Class Plaintiffs and all other Members of the Settlement Class, and their heirs, executors and administrators, successors and assigns. Each Member of the Settlement Class is permanently enjoined, as of the date of this Final Judgment, from continuing with or commencing in any federal or state court, or in any other court, arbitration proceeding, tribunal, administrative agency, or other forum in the United States or elsewhere any or all Released Claims (as defined the Settlement Agreement). Any of the Released Parties (as defined in the Settlement Agreement) may plead the Settlement Agreement as a complete bar to any and all claims, rights, demands, actions, causes of action, and complaints encompassed in the definition of Released Claims (as defined in the Settlement Agreement) brought in derogation of this paragraph.

Claims Procedure

1. To avoid unnecessary burden on class members, if a class member has previously made a claim on a previous settlement in this action, that class member shall not be required

resubmit a claim, instead the claims administrator shall use the historical data provided by the class members' previous claims to determine the respective claimants' share of the settlement funds.

2. Lead Counsel for the Class shall by no later than fourteen (14) days from the date of this Order, ensure that a copy of this Order and a claim form are posted in a conspicuous place on their internet website. Any class member that has not previously made a claim in this action shall request a claim form from Lead Counsel. This claim form shall remain on Lead Counsel's internet website for no fewer than forty-five (45) days (the "New Claims Period"). Upon the expiration of the New Claims Period, no further claims shall be accepted.

3. Within a reasonable time following the New Claims Period, Lead Counsel shall submit a Motion for Distribution of the settlement proceeds.

4. The claims administrator shall pay to Niekamp Counsel \$600,000.00 for attorneys' fees awarded previously by this Court. Such payment shall happen immediately upon the funds' availability resulting from settlement payments.

5. The claims administrator shall pay to Niekamp Counsel \$8,143.30 for reimbursement of costs as previously awarded by this Court. Such payment shall happen immediately upon the funds' availability resulting from settlement payments.

6. The claims administrator, without further notice, shall be paid reasonable costs and fees from the settlement fund for processing the previously administered notice, processing claims and distributing the settlement funds.

7. This is a final judgment under Fed. R. Civ. P. 58.

IT IS SO ORDERED.

8/8/2016
DATE

s/ Christopher A. Boyko
HON. CHRISTOPHER A. BOYKO
UNITED STATES DISTRICT COURT JUDGE