

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 BONNY E. SWEENEY (176174)
 JENNIFER N. CARINGAL (286197)
 3 655 West Broadway, Suite 1900
 San Diego, CA 92101
 4 Telephone: 619/231-1058
 619/231-7423 (fax)
 5 bonnys@rgrdlaw.com
 jcaringal@rgrdlaw.com

6 STUEVE SIEGEL HANSON, LLP
 7 JASON S. HARTLEY (192514)
 550 West C Street, Suite 1750
 8 San Diego, CA 92101
 Telephone: 619/400-5822
 9 619/400-5832 (fax)
 hartley@stuevesiegel.com

10 Co-Lead Counsel for the Class

11 [Additional counsel appear on signature page.]

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA
 14 WESTERN DIVISION

15 In re AFTERMARKET AUTOMOTIVE) No. MDL 09-2007-GW(PJWx)
 16 LIGHTING PRODUCTS ANTITRUST)
 LITIGATION)
 17 _____) RULE 54(b) FINAL JUDGMENT
 ORDER AS TO EAGLE EYES
 18 TRAFFIC INDUSTRIAL CO., LTD.
 AND E-LITE AUTOMOTIVE, INC.

19 DATE: January 6, 2014
 20 TIME: 8:30 a.m.
 CTRM: 10
 21 JUDGE: Hon. George H. Wu

1 On September 9, 2013, the Court entered an Amended Order Granting
2 Preliminary Approval of the Proposed Settlement with Defendants Eagle Eyes Traffic
3 Industrial Co., Ltd. and E-Lite Automotive, Inc.¹ Dkt. No. 739 (“Preliminary
4 Approval Order”). That Preliminary Approval Order specified the manner in which
5 Garden City Group, Inc. (the “Claims Administrator”) was to provide Class Notice to
6 the Settlement Class.

7 Within ten (10) days of the filing of the Preliminary Approval Motion, the
8 Settling Defendants complied with the requirements of 28 U.S.C. §1715(b) by serving
9 the appropriate documents and other information on the appropriate state and Federal
10 officials.

11 Following the dissemination of Class Notice and Election Form, Class members
12 were given an opportunity to comment or object to the Settlement Agreement and/or
13 to Class Counsel’s request for fees and expenses.

14 A Fairness Hearing was held on January 6, 2014, at which time all interested
15 persons were given a full opportunity to state any objections to the Settlement
16 Agreement. The Fairness Hearing was held 157 days after the Settling Defendants
17 provided notice as required by 28 U.S.C. §1715(d) and 116 days after the Class was
18 provided Notice pursuant to ¶¶6-7 of the Preliminary Approval Order.

19 Having read and fully considered the terms of the Settlement Agreement with
20 the Settlement Defendants (attached as Exhibit A to Dkt. 636-1)², and all submissions
21 made in connection with them, and the Motion for an Award of Attorneys’ Fees and
22 Expenses (Dkt. No. 771), the Court finds that, pursuant to Rule 54(b) of the Federal
23 Rules of Civil Procedure, that there is no just reason for delay, and therefore expressly
24 directs the entry of Final Judgment as to the Settling Defendants. The Settlement
25

26 ¹ Eagle Eyes Traffic Industrial Co., Ltd. and E-Lite Automotive, Inc. are
collectively referred to as “Settling Defendants.”

27 ² All capitalized terms used in this Order have the meaning as defined in the
28 Settlement Agreement, which are incorporated herein by reference.

1 Agreement should be finally approved and the Settling Defendants dismissed with
2 prejudice as to all Class Members who have not excluded themselves from the Class,
3 and without prejudice as to all persons who timely and validly excluded themselves
4 from the Class.

5 IT IS HEREBY ORDERED that:

6 1. The Court hereby approves the terms of the Settlement Agreement as
7 fair, reasonable, and adequate as it applies to the Class, and directs consummation of
8 all its terms and provisions.

9 2. The Settlement Agreement shall be binding on the Settling Defendants
10 and all Plaintiffs, including all members of the Class who have not been excluded
11 pursuant to the Settlement Agreement.

12 3. The Court dismisses on the merits and with prejudice the Amended
13 Consolidated Class Action Complaint as to the Settling Defendants only. Upon the
14 Effective Date, Settling Plaintiffs (the “Releasors”) shall be deemed to have, and by
15 operation of the Final Order and Judgment shall have, released, acquitted and forever
16 discharged from any and all claims, demands, actions, suits, causes of action, whether
17 class, individual, or otherwise in nature (whether or not any Settling Plaintiff has
18 objected to the Settlement or makes a claim or participates in the Settlement Fund),
19 whether directly, representatively, derivatively or in any other capacity that Releasors,
20 or each of them, ever had, now has, or hereafter can, shall, or may have on account of,
21 related to, or in any way arising out of or relating in any way to Releasees (or any of
22 them) concerning the pricing, production, development, or sale of Aftermarket
23 Automotive Lighting Products during the period from July 29, 2001 to February 10,
24 2009, as alleged in the Amended Consolidated Class Action Complaint. All members
25 of the Class who did not duly request exclusion from the Class in the time and manner
26 provided for in the Notice of Class Certification, Proposed Action Settlement with
27 Certain Defendants and Final Approval Hearing, mailed by the Class Administrator
28 via first class mail on November 22, 2011 (Dkt. No. 440-2, ¶5), are hereby barred,

1 permanently enjoined, and restrained from commencing or prosecuting any action,
2 suit, proceeding, claim, or cause of action in any jurisdiction or court against the
3 Settling Defendants or any of the other entities or persons who are to be discharged as
4 noticed above, based upon, relating to, or arising out of, any of the matters which are
5 discharged and released pursuant to the Settlement Agreement.

6 4. If the Settlement Agreement becomes null and void pursuant to the terms
7 of the Settlement Agreement, this Final Order and Judgment shall be deemed vacated
8 and shall have no force or effect whatsoever.

9 5. Having reviewed the unopposed Motion for an Award of Attorneys' Fees
10 and Expenses and all documents filed in relation thereto, to which no entity objected,
11 the Court concludes that an amount equal to 25% of the Settlement Fund, \$750,000,
12 shall be awarded to Co-Lead Counsel for fees related to the prosecution of this action
13 and \$386,303.03 shall be awarded as reimbursement for actual expenses incurred by
14 Co-Lead Counsel between November 1, 2011 and August 31, 2013. The Court adopts
15 the Proposed Judgment and finds that Co-Lead Counsel have expended substantial
16 and skilled time and efforts in an efficient manner to bring this action to conclusion.
17 These efforts included, but were not limited to, engaging in lengthy and independent
18 factual investigation and informal discovery, lengthy formal discovery of both parties
19 and non-parties, interviewing witnesses, preparing for and conducting depositions
20 both domestically and abroad, briefing numerous motions, obtaining class certification
21 and engaging in numerous arms-length settlement discussions and meetings with the
22 Settling Defendants, and posturing the case for an efficient and substantial recovery
23 for the Class. Additionally, the Court finds that this award is commensurate with the
24 level of skill displayed by Co-Lead Counsel throughout the prosecution of this action.
25 And finally, the Court finds that this award is appropriate in light of the contingent
26 nature of Co-Lead Counsel's fees and reimbursement of their expenses and the risk
27 associated with these types of cases. Given all these factors, and after a review of the
28 complete record, the Court finds the amount awarded to be reasonable and fair.


1 6. Pursuant to the Settlement Agreement and Plan of Administration and
2 Distribution, the attorneys' fees and expenses shall distributed in equal shares from
3 the three (3) Settlement Fund installments. Within ten (10) business days of this
4 Order, the escrow officer is directed to wire transfer the first share of \$250,000 in
5 attorneys' fees and \$128,767.67 in expenses to a bank account identified by Co-Lead
6 Counsel.

7 7. Without affecting the finality of the Final Order and Judgment in any
8 way, the Court reserves continuing and exclusive jurisdiction over the parties,
9 including all Class members as defined above, and the execution, consummation,
10 administration, and enforcement of the terms of the Settlement Agreement.

11 8. The Plan of Administration and Distribution, annexed as Exhibit B to the
12 Declaration of Jay L. Himes in Support of Plaintiffs' Motion for Preliminary Approval
13 of the Proposed Settlement with Defendants Eagle Eyes Traffic Industrial Co., Ltd.,
14 and E-Lite Automotive, Inc., which was previously filed with the Court on July 26,
15 2013 (Dkt. No. 636-1), is hereby approved.

16 The Clerk is directed to enter this Final Order and Judgment forthwith.

17 DATED: February 11, 2014



THE HONORABLE GEORGE H. WU
UNITED STATES DISTRICT JUDGE

18
19
20 Submitted by:

21 ROBBINS GELLER RUDMAN
22 & DOWD LLP
23 BONNY E. SWEENEY
24 JENNIFER N. CARINGAL
25 655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)

26 STUEVE SIEGEL HANSON, LLP
27 JASON S. HARTLEY
28 550 West C Street, Suite 1750
San Diego, CA 92101
Telephone: 619/400-5822
619/400-5832 (fax)

1 HAUSFELD LLP
2 MICHAEL P. LEHMANN
3 ARTHUR N. BAILEY, JR.
4 44 Montgomery Street, Suite 3400
5 San Francisco, CA 94104
6 Telephone: 415/633-1908
7 415/358-4980 (fax)

8 HAUSFELD LLP
9 MICHAEL D. HAUSFELD
10 HILARY K. RATWAY
11 1700 K Street NW, Suite 650
12 Washington, DC 20006
13 Telephone: 202/579-1089
14 202/747-5713 (fax)

15 LABATON SUCHAROW LLP
16 JAY L. HIMES
17 MATTHEW PEREZ
18 140 Broadway, 34th Floor
19 New York, NY 10005
20 Telephone: 212/907-0700
21 212/818-0477 (fax)

22 Co-Lead Counsel for the Class
23
24
25
26
27
28