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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

In re AFTERMARKET AUTOMOTIVE ) No. 2:09-ml-02007-GW(PJWx)  
LIGHTING PRODUCTS ANTITRUST )  
LITIGATION ) AMENDED RULE 54(b) FINAL  
JUDGMENT ORDER AS TO: (1)  
DEPO AUTO PARTS INDUSTRIAL  
CO. LTD. AND MAXZONE  
VEHICLE LIGHTING CORP.; AND  
(2) SABRY LEE (U.S.A.) INC. AND  
SABRY LEE LIMITED  
[ALLOCATED EXPENSES]

1 On November 8, 2011, the Court entered an Order Granting Preliminary  
2 Approval of Proposed Settlements With Defendants (1) Depo Auto Parts  
3 Industrial Co. Ltd., and Maxzone Vehicle Lighting Corp. and (2) Sabry Lee  
4 (U.S.A.) Inc. and Sabry Lee Limited<sup>1</sup> [Dkt. 391] (“Preliminary Approval Order”).  
5 That Preliminary Approval Order specified the manner in which Garden City  
6 Group (the “Claims Administrator”) was to provide Class Notice to the  
7 Settlement Class.

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

12 Following the dissemination of Class Notice and Election Form, Class  
13 Members were given an opportunity to (a) request exclusion from the Class, or  
14 (b) comment or object to the Settlement Agreement and/or to Class Counsel's  
15 request for fees and expenses and the Class Representatives' application for an  
16 incentive award.

17 A Fairness Hearing was held on February 23, 2012, at which time all  
18 interested persons were given a full opportunity to state any objections to the  
19 Settlement Agreement. The Fairness Hearing was held 97 days after the  
20 Settling Defendants provided notice as required by 28 U.S.C. § 1715(d) and 93  
21 days after the Class was provided Notice pursuant to paragraphs 6-7 of the  
22 Preliminary Approval Order.

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26 <sup>1</sup> Depo Auto Parts Industrial Co. Ltd., and Maxzone Vehicle Lighting Corp. and  
27 (2) Sabry Lee (U.S.A.) Inc. and Sabry Lee Limited are collectively referred to as  
28 “Settling Defendants.”

1           Having read and fully considered the terms of the Settlement Agreements  
2 with the Settling Defendants (attached as Exhibits A and B to Dkt. No. 315-2)<sup>2</sup>,  
3 and all submissions made in connection with them, and the Motion for Attorney  
4 Fees, Reimbursement of Costs and Service Awards [Dkt. 396], the Court finds  
5 that, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is  
6 no just reason for delay, and therefore expressly directs the entry of Final  
7 Judgment as to the Settling Defendants. The Settlement Agreements should be  
8 finally approved and the Settling Defendants only dismissed with prejudice as to  
9 all Class Members who have not excluded themselves from the Class, and  
10 without prejudice as to all persons who timely and validly excluded themselves  
11 from the Class.

12           IT IS HEREBY ORDERED that:

13           1.       The Court hereby approves the terms of the Settlement Agreements  
14 as fair, reasonable, and adequate as it applies to the Class, and directs  
15 consummation of all its terms and provisions.

16           2.       The Settlement Agreements shall be binding on the Settling  
17 Defendants and all Plaintiffs, including all members of the Class who have not  
18 been excluded pursuant to the Settlement Agreement.

19           3.       The Court dismisses on the merits and with prejudice the Amended  
20 Consolidated Class Action Complaint as to the Settling Defendants only. Upon the  
21 Effective Date, Settling Plaintiffs (the “Releasers”) shall be deemed to have, and  
22 by operation of the Final Order and Judgment shall have, released, acquitted and  
23 forever discharged from any and all claims, demands, actions, suits, causes of  
24 action, whether class, individual, or otherwise in nature (whether or not any

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

1 Settling Plaintiff has objected to the Settlement or makes a claim or participates in  
2 the Settlement Fund), whether directly, representatively, derivatively or in any  
3 other capacity that Releasors, or each of them, ever had, now has, or hereafter can,  
4 shall, or may have on account of, related to, or in any way arising out of or relating  
5 in any way to Releasees (or any of them) concerning the pricing, production,  
6 development, or sale of Aftermarket Automotive Lighting Products during the  
7 period from July 29, 2001 to February 10, 2009, as alleged in the Amended  
8 Consolidated Class Action Complaint. All members of the Class who did not duly  
9 request exclusion from the Class in the time and manner provided in the Class  
10 Notice are hereby barred, permanently enjoined, and restrained from  
11 commencing or prosecuting any action, suit, proceeding, claim, or cause of  
12 action in any jurisdiction or court against the Settling Defendants or any of the  
13 other entities or persons who are to be discharged as noticed above, based upon,  
14 relating to, or arising out of, any of the matters which are discharged and  
15 released pursuant to the Settlement Agreements.

16 4. Class Counsel shall file with the Clerk of the Court a record of  
17 Class Members who have properly and timely excluded themselves from the  
18 Settlement, and shall provide a copy of the record to Settling Defendants.

19 5. The Court dismisses without prejudice the claims of Class Members  
20 who have properly and timely excluded themselves in full accordance with the  
21 procedures set forth in the Settlement Agreements.

22 6. If the Settlement Agreements becomes null and void pursuant to the  
23 terms of the Settlement Agreements, this Final Order and Judgment shall be  
24 deemed vacated and shall have no force or effect whatsoever.

25 7. Having reviewed the unopposed Motion for Attorney Fees,  
26 Reimbursement of Expenses and Service Awards and all documents filed in  
27 relation thereto, to which no entity objected, and having issued its Tentative  
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1 Ruling and Minute Order granting in full the motion for final approval of the  
2 class action settlements with Defendants Depo and Sabry Lee [Dkt. 444] and  
3 having reviewed with Defendants Depo and Sabry Lee [Dkt. 444] and having  
4 reviewed Plaintiffs' supplemental papers in further support of their application  
5 for reimbursement of expenses [Dkt 446, 446-1] and Plaintiffs' further  
6 supplemental papers submitted to the Court *in camera* on March 16, 2012 in  
7 support of their application for reimbursement of expenses, the Court concludes  
8 that an amount equal to 25% of the Settlement Fund, \$6,362,500 shall be  
9 awarded to Class Counsel for fees related to the prosecution of this Action and  
10 \$756,792.62 shall be awarded as reimbursement for actual expenses incurred by  
11 Class Counsel through October 31, 2011. The Court finds that Class Counsel  
12 have expended substantial and skilled time and efforts in an efficient manner to  
13 bring this action to conclusion. These efforts included, but were not limited to,  
14 engaging in lengthy and independent, factual investigation and informal  
15 discovery, lengthy formal discovery of both parties and non parties,  
16 interviewing witnesses, preparing for and conducting depositions both  
17 domestically and abroad, briefing numerous motions, obtaining class  
18 certification and engaging in numerous arms-length settlement discussions and  
19 meetings with the Settling Defendants, and posturing the case for an efficient  
20 and substantial recovery for the Class. Additionally, the Court finds that this  
21 award is commensurate with the level of skill displayed by Class Counsel  
22 throughout the prosecution of this Action. And finally, the Court finds this  
23 award appropriate in the light of the contingent nature of Class Counsel's fees  
24 and reimbursement of their expenses and the risk associated with these types of  
25 cases. Given all these factors, and after a review of the complete record, the  
26 Court finds the amount awarded to be reasonable and fair. Within ten (10)  
27 business days of this Order, the escrow officer is directed to wire transfer this  
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1 amount to a bank account identified by Class Counsel.

2 8. The Court finds that each Class Representative should be awarded  
3 \$15,000 as an Incentive Award for their efforts and expenses and the risks  
4 undertaken for their service as Class Representatives. The Court concludes that  
5 this amount is just and reasonable under Ninth Circuit precedent and in  
6 accordance with California law. Within ten (10) business days of this Order, the  
7 escrow officer is directed to mail checks to Class Counsel for each Class  
8 Representative in the amount specified in this paragraph. Class Counsel is  
9 directed to deliver these checks to each Class Representative by mail or other  
10 means.

11 9. Without affecting the finality of the Final Order and Judgment in  
12 any way, the Court reserves continuing and exclusive jurisdiction over the  
13 parties, including all Class Members as defined above, and the execution,  
14 consummation, administration, and enforcement of the terms of the Settlement  
15 Agreement.

16 10. The Plan of Administration and Distribution, annexed as Exhibit C to  
17 the Declaration of Jason S. Hartley in Support of Plaintiffs' Motion for Preliminary  
18 Approval of the Proposed Settlements, which was previously filed with the Court  
19 [Dkt. No. 315-2, pp. 54-58], is hereby approved.

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

21 IT IS SO ORDERED.

22 DATED: March 22, 2012

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GEORGE H. WU, U.S. District Judge

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1 Submitted by:

2 ROBBINS GELLER RUDMAN  
& DOWD LLP

3 BONNY E. SWEENEY  
THOMAS R. MERRICK  
4 655 West Broadway, Suite 1900  
San Diego, CA 92101  
5 Telephone: 619/231-1058  
619/231-7423 (fax)

6 STUEVE SIEGEL HANSON, LLP

7 JASON S. HARTLEY  
JASON M. LINDNER  
8 550 West C Street, Suite 610  
San Diego, CA 92101  
9 Telephone: 619/400-5822  
619/400-5832 (fax)

10 HAUSFELD LLP

11 MICHAEL P. LEHMANN  
JON T. KING  
12 44 Montgomery Street, Suite 3400  
San Francisco, CA 94104  
13 Telephone: 415/633-1908  
415/358-4980 (fax)

14 HAUSFELD LLP

15 MICHAEL D. HAUSFELD  
HILARY K. RATWAY  
16 1700 K Street NW, Suite 650  
Washington, DC 20006  
17 Telephone: 202/579-1089  
202/747-5713 (fax)

18 LABATON SUCHAROW LLP

19 JAY L. HIMES  
HOLLIS L. SALZMAN  
20 WILLIAM V. REISS  
140 Broadway, 34th Floor  
21 New York, NY 10005  
22 Telephone: 212/907-0700  
212/818-0477 (fax)

23 *Direct Purchaser Plaintiffs' Class*  
24 *Counsel*

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