

FREIGHT FORWARDERS Antitrust Litigation

WHO IS ELIGIBLE?:

BACKGROUND:

The plaintiffs alleged that the defendants participated in an unlawful conspiracy to restrain trade to fix, raise or maintain the prices of Freight Forwarding services for shipments within, to, or from the United States during the Class Period.

SETTLEMENT:

Partial settlements have been reached in excess of \$100mm. Deutsche Bank AG and its affiliates Schenker AG, Schenker Inc. Bax Global Inc. and DB Schenker agreed to pay \$8.75mm. EGL Inc., and its affiliate Eagle Global Logistics LP agreed to pay \$10mm, and Vantec Corp., and Vantec World Transport (USA) agreed to pay \$9.9mm. Nippon Railroad agreed to pay at least \$20mm. Kuehne & Nagel has agreed to pay \$28mm, Yamato Global Logistics Japan has agreed to pay \$2.3mm. Expeditors has agreed to pay 70% of the proceeds they receive in the Air Cargo settlement, and Morrison Express has agreed to pay \$4 mm.

All persons who directly purchased Freight Forwarding Services (Air, Ocean, Rail, Road) for shipments within, to, or from the United States from any of the defendants or any subsidiary thereof, at any time during the period from January 1, 2001 to at least September 20, 2011. (As more defendants settle additional claim periods could be established).

DEADLINE:

AUGUST 15, 2014.

DEFENDANTS:

ABX Logistics Group
Airborne Express, Inc.
Bax Global Inc.
DSVA/S
DSV Air & Sea, Ltd
Dachser Transport of America, Inc.
Deutsche Bahn AG; Deutsche Post AG
DHL Express (USA), Inc.
DHL Global Forwarding Japan K.K.
Eagle Global Logistics LP
Expeditors International of Washington, Inc.
Geodis Wilson USA, Inc.
Hanshin Air Cargo Co. Ltd.
Hellman Worldwide Logistics Inc.
Jet Speed Logistics Ltd.
Jet Speed Logistics (USA), LLC
K Line Logistics Ltd f/k/a K Line Air Services Ltd
Kintetsu World Express Inc.
Kuehne + Nagel International AG
MOL Logistics (USA) Inc.
Morrison Express Logistics PTE Ltd.
Nippon Express USA, Inc.
Nissin Corporation
Panalpina World Transport (Holding) Ltd
Schenker AG; Schenker Inc.
Spedlogswiss aka Association of Swiss Forwarders
United Parcel Service, Inc.
UTI Worldwide, Inc.
Vantec World Transport Co. Ltd
Yamato Global Logistics Japan Co. Ltd
Yusen Air & Sea Service (USA) Inc.
Air Express International USA, Inc.

Baltrans Logistics, Inc.
Con-Way Inc.
DSV Solutions Holding A/A
Dachser Intelligent Logistics
DB Schenker
DHL Danzas
DHL Global Forwarding
EGL Inc.
Exel Global Logistics, Inc.
Geo Logistics: Geodis Group
Hankyu Hanshin Express Holdings Corp.
Hanshin Air Cargo USA, Inc. Ltd
Japan Aircargo Forwarders Association
Jet Speed Air Cargo Forwarders (USA), Inc.
K Line Logistics (USA) Inc.
Kintetsu World Express (USA) Inc.
Kuehne & Nagel, Inc.
MOL Logistics Co (Japan) Ltd.
Morrison Express Corporation (USA)
Nippon Express Co Ltd.
Nishinippon Railroad Co. Ltd.
Nissin International Transport USA Inc.
Panalpina, Inc.
SDV International Logistics
Toll Global Forwarding (USA) Inc.
UPS Supply Chain Solutions, Inc.
United Aircargo Consolidators, Inc.
Vantec World Transport (USA)
Yamato Transport USA Inc.
Yusen Air & Sea Service Co. Ltd.

Freight Forwarders Antitrust Litigation

On this, the ____ day of ____, 20__, _____,
(Business Name)

and its affiliates, located at _____,
(Address)

("Client") and J.E. Lawrence & Co. ("JEL-CRS") agree as follows with respect to any recoveries made related to an antitrust class action involving the purchase of Freight Forwarding Services (Air, Ocean, Rail, Road) for shipments within, to, or from the United States, pending in the United States District Court, Eastern District of New York.

Range of Agency Relationship: The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the settlement(s).

Responsibilities: JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

Consent to Attain Records: The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

Roles: The parties understand and agree that with respect to JEL-CRS's duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client's claims for settlement.

Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.

Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay JEL-CRS a contingency fee of thirty percent (30%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. JEL-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to JEL-CRS by the claims administrator. JEL-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less JEL-CRS's compensation.

Confidentiality: The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, JEL-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

Multiple Entities and Locations (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form.

The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

J.E. Lawrence & Co.

(Authorized Signature)

(Account Executive Signature)

(J.E. Lawrence & Co. Authorized Signature)

(Authorized—Print name)

(Account Executive—Print name)

(J.E. Lawrence & Co.—Print name)

(Tax ID #)

Phone

Email

Please sign then fax to 866-221-4719 or email info@jelcrs.com