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23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**
25 **WESTERN DIVISION**

IN RE KOREAN AIR LINES CO., LTD.
ANTITRUST LITIGATION

MDL No. 07-01891

Master File No. CV 07-05107 SJO
(AGRx)

This Document Relates To:
ALL ACTIONS

**ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT BETWEEN
PLAINTIFFS AND DEFENDANT
KOREAN AIR LINES, CO., LTD.
AND FOR APPROVAL OF NOTICE
PLAN, PLAN OF ALLOCATION
AND CLAIM FORM**

Date July 26, 2013
Time: 10:00 a.m.
**Place: Courtroom of the Hon.
S. James Otero**

1 Plaintiffs have moved the Court for an Order:

- 2 1. Preliminarily approving the settlement reached between Laura
3 Albee, Joon Chung, Timothy Murphy, Sungshic Park, Yoon Park,
4 Howard Ree, Leon Song, and Edward Yoo (“Class Plaintiffs”) and
5 defendant Korean Air Lines Co., Ltd. (“Korean Air”);
- 6 2. Certifying the Settlement Class, as defined below, for the purpose
7 of effectuating the settlement;
- 8 3. Approving the form and method of notice of the settlement to
9 members of the Settlement Class;
- 10 4. Authorizing withdrawal of funds from the Settlement Fund to pay
11 the costs of notice and claims administration;
- 12 5. Appointing Interim Co-Lead Class Counsel as Settlement Class
13 Counsel;
- 14 6. Appointing Class Plaintiffs as Settlement Class Representatives;
- 15 7. Appointing Rust Consulting, Inc. as Settlement Administrator;
- 16 8. Appointing Chicago Clearing Corporation as Coupon Settlement
17 Administrator;
- 18 9. Setting a hearing for final approval of the settlement; and
- 19 10. Staying all proceedings against Korean Air except those
20 proceedings provided or otherwise required by the Settlement
21 Agreement.

22 1. Having reviewed (1) the Stipulation of Settlement Between Class
23 Plaintiffs and Defendant Korean Air Lines Co., Ltd, dated as of June 11, 2013 (the
24 “Settlement Agreement”), (2) Plaintiffs’ Memorandum In Support of Plaintiffs’
25 Motion For Preliminary Approval of Settlement Between Plaintiffs and Defendant

1 Korean Air Lines Co., Ltd., (3) the Declaration of Marc M. Seltzer, (4) the
2 Declaration of Katherine Kinsella, and (5) the proposed forms of notice and claim
3 form to Settlement Class members, and good cause appearing therefor,

4 2. IT IS HEREBY ORDERED as follows:

5 3. The Settlement Agreement appears to the Court to be sufficiently fair,
6 reasonable, and adequate to warrant notice to the Settlement Class. Accordingly,
7 the Settlement Agreement is preliminarily approved, pending a final hearing, as
8 provided for below.

9 4. This litigation concerns an alleged conspiracy entered into by the
10 defendants to fix the prices of Passenger Air Transportation, as defined below,
11 during the period from January 1, 2000 through August 1, 2007.

12 5. The issues common to the Class include, among other things, the
13 following:

- 14 • Whether defendants violated the federal antitrust laws (15 U.S.C. § 1)
15 by allegedly conspiring to fix the prices of Passenger Air
16 Transportation during the Class Period;
- 17 • Whether defendants and their alleged co-conspirators combined,
18 agreed, or conspired to raise, fix, maintain or stabilize Passenger Air
19 Transportation prices;
- 20 • The scope and duration of the alleged conspiracy;
- 21 • The conduct of defendants in furtherance of the alleged conspiracy;
- 22 • Whether plaintiffs and the members of the Class were injured and
23 damaged by defendants' conduct as alleged, and if so, how; and
- 24 • The proper measure of damages and the amount of aggregate
25 damages.

1 6. The following class (the “Settlement Class” or “Class”) is certified for
2 settlement purposes only:

3 7. All persons and entities (excluding governmental entities, Defendants,
4 and Defendants’ respective predecessors, subsidiaries, and affiliates) who
5 purchased Passenger Air Transportation on the airlines of Defendants in the
6 Action, or any predecessor, subsidiary, or affiliate of the Defendants, at any time
7 during the time period January 1, 2000 through August 1, 2007. As used in this
8 definition, “affiliates” means entities controlling, controlled by, or under common
9 control with a Defendant. The term “affiliates” does not include any travel
10 agents.

11 8. “Passenger Air Transportation” means passenger air transportation
12 service purchased in the United States for flights originating in the United States
13 and ending in the Republic of Korea (“Korea”) or flights originating in Korea and
14 ending in the United States.

15 9. Excluded from the Settlement Class, in accordance with their request,
16 are those persons and entities who timely and validly request exclusion from the
17 Settlement Class pursuant to the instructions detailed in the notice to be
18 disseminated to Settlement Class members, more fully described below.

19 10. The Court finds the prerequisites to a class action under Federal Rule
20 of Civil Procedure 23(a) have been satisfied, for settlement purposes only, in that,
21 with respect to the Class:

- 22 (a) numerosity is satisfied;
- 23 (b) the claims of the Class representatives are typical of those of
24 the other members;

1 (c) there are questions of fact and law that are common to all
2 members of the Class; and

3 (d) the Settlement Class Representatives will fairly and adequately
4 protect the interests of the Class and have retained counsel
5 experienced in antitrust class action litigation who have and
6 will continue to adequately represent the Class.

7 11. The Court finds this action may be maintained as a class action under
8 Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only because (i)
9 a class action is superior to other available methods for the fair and efficient
10 adjudication of this controversy, and (ii) questions of fact and law common to the
11 members of the Class predominate over any questions affecting only individual
12 members.

13 12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Class
14 Plaintiffs shall serve as Settlement Class Representatives.

15 13. This Court approves the following as Settlement Class Counsel: Marc
16 M. Seltzer of Susman Godfrey L.L.P.; Susan G. Kupfer of Glancy Binkow &
17 Goldberg LLP and Jeff S. Westerman of Westerman Law Corp. Settlement Class
18 Counsel are authorized to act on behalf of the Settlement Class with respect to all
19 acts required by, or which may be taken pursuant to, the Settlement Agreement, or
20 such other acts which are reasonably necessary to consummate the proposed
21 settlement.

22 14. On or before August 2, 2013, Settlement Class Counsel shall cause
23 the short form notice (the "Summary Notice"), substantially in the form attached
24 as Exhibit B, to be disseminated via electronic mail to potential Settlement Class
25 members who have been identified from the records of defendants through the

1 exercise of reasonable effort and for whom email addresses are available. On or
2 before August 9, 2013, Settlement Class Counsel shall cause the Summary Notice
3 to be mailed postage prepaid to potential Settlement Class members for whom
4 mailing addresses have been identified from the records of defendants through the
5 exercise of reasonable effort and who were not sent the emailed Summary Notice.
6 The long form notice (the “Class Notice”), substantially in the form attached as
7 Exhibit A, will be posted on the Internet at www.KoreanAirPassengerCases.com,
8 an accessible website created and maintained by the Settlement Administrator,
9 and sent to any potential Class member who requests a copy.

10 15. On or before September 1, 2013, the Settlement Administrator shall
11 cause the Summary Notice, to be published in publications selected by Kinsella
12 Media, as described in the Declaration of Katherine Kinsella, working with the
13 Settlement Administrator. Settlement Class Counsel shall cause a copy of the
14 Summary Notice to be posted on www.KoreanAirPassengerCases.com, the
15 Internet website created and maintained by the Settlement Administrator.

16 16. Rust Consulting, Inc. is hereby appointed to be the Settlement
17 Administrator. All funds held by the Settlement Administrator shall be deemed
18 and considered to be *in custodia legis* of the Court in accordance with the
19 Settlement Agreement, and shall remain subject to the jurisdiction of the Court,
20 until such time as such funds shall be distributed pursuant to the Settlement
21 Agreement or further order of the Court.

22 17. Chicago Clearing Corporation is hereby appointed to be the
23 Administrator of the coupon portions of the settlement with Korean Airlines and
24 the prior settlement with Asiana Airlines (which was finally approved in the
25 Court’s Order of July 15, 2011), subject to the ongoing supervision by Settlement

1 Class Counsel and the Court. Chicago Clearing Corporation will create and
2 maintain a database of the coupons once they have been allocated to class
3 claimants through the claims process by Rust Consulting, Inc. Chicago Clearing
4 Corporation will also create and maintain an exchange mechanism so that
5 coupons may be transferred and sold to others.

6 18. The Court approves the plan of allocation presented by Settlement
7 Class Counsel that the Settlement Fund, comprised of the cash and coupon
8 portions of the settlement with Korean Air and the prior settlement with Asiana
9 Airlines, be distributed *pro rata* based on qualifying purchases to class members
10 filing valid claims.

11 19. The Court hereby approves the Claim Form, substantially in the form
12 attached as Exhibit C, and authorizes its dissemination to the class through the
13 settlement website and by mail to those class members requesting it.

14 20. Settlement Class Counsel are authorized to withdraw reasonable
15 notice and claims administration costs from the Settlement Fund for notice and
16 administration costs in accordance with the terms of the Settlement Agreement,
17 for the printing, mailing, dissemination, and publication of notice to the Class, the
18 maintenance of the Internet website, and other reasonable and necessary costs
19 related to notice and claims administration by the Settlement Administrator and
20 the Coupon Administrator.

21 21. Pursuant to Par. 5 of the Court's Order of July 15, 2011, allowing
22 reimbursement of additional costs and expenses incurred in these actions,
23 Plaintiffs ask the Court to approve disbursement from the Asiana Settlement Fund
24 of a sum not to exceed \$900,000 for mailed, emailed, and publication notice to the
25 class of the Korean Air Settlement. Counsel will cause any amount expended to

1 be reimbursed to the Asiana Settlement Fund once Korean Air has made its first
2 payment into the Escrow Account, pursuant to Par. 26 of the Settlement
3 Agreement.

4 22. The Court finds the manner of giving notice fully satisfies the
5 requirements of Federal Rule of Civil Procedure 23 and due process, constitutes
6 the best notice practicable under the circumstances, and shall constitute due and
7 sufficient notice to all persons entitled thereto.

8 23. Settlement Class Counsel shall file, not later than October 14, 2013,
9 2013, proof of mailing and publication of notice to potential Settlement Class
10 members.

11 24. As provided in the notice, each Settlement Class member shall have
12 the right to be excluded from the Settlement Class by mailing a request for
13 exclusion to the Settlement Administrator postmarked not later October 25, 2013.
14 Requests for exclusion must be in writing and set forth the name, address, email
15 address, and telephone number of the person or entity who wishes to be excluded,
16 as well as all trade names or business names and addresses used by such person or
17 entity, must state that the person or entity wishes to be excluded, and must be
18 signed by the person or entity seeking exclusion. Persons or entities requesting
19 exclusion are also requested to state the date(s) and price(s) of all purchases of
20 Passenger Air Transportation during the Class Period. All persons or entities who
21 submit valid and timely requests for exclusion shall have no rights or benefits
22 under the Settlement Agreement, shall not share in the distribution of settlement
23 proceeds under the settlement, and shall not be bound by the terms of the
24 Settlement Agreement or a final judgment approving the Settlement Agreement
25 under Federal Rule of Civil Procedure Rule 23(e). On or before November 8,

1 2013, Settlement Class Counsel shall file with the Court a list of all persons and
2 entities who have timely and validly requested exclusion from the Settlement
3 Class. The Court will exclude all persons and entities who file timely and valid
4 requests for exclusion.

5 25. Any Settlement Class member who does not properly and timely
6 request exclusion from the Settlement Class shall, upon final approval of the
7 Settlement Agreement, be bound by all the terms and provisions of the Settlement
8 Agreement, including, but not limited to, the releases, waivers, and covenants set
9 forth therein, whether or not such person or entity objected to the settlement and
10 whether or not such person or entity makes a claim upon the Settlement Fund.

11 26. Pursuant to Federal Rule of Civil Procedure 23(e), a fairness hearing
12 (the "Fairness Hearing") will be held on December 2, 2013, at 10:00 a.m., or a
13 date to be subsequently set by the Court.

14 27. The Fairness Hearing will be held for the following purposes:

- 15 (a) To determine that the Court has subject matter jurisdiction, and
16 personal jurisdiction over plaintiffs, Korean Air, and Settlement
17 Class members for the purpose of approving and enforcing the
18 Settlement Agreement;
- 19 (b) To determine finally whether the Settlement Class satisfies the
20 requirements of a class action under Rule 23(a) and Rule
21 23(b)(3) of the Federal Rules of Civil Procedure and applicable
22 case law;
- 23 (c) To determine whether the notice given satisfies the
24 requirements of Federal Rule of Civil Procedure 23 and due
25 process;

- 1 (d) To determine whether to finally approve the settlement and the
2 terms as being fair, reasonable and adequate to the Settlement
3 Class members, and directing consummation of the Settlement
4 Agreement pursuant to its terms;
- 5 (e) To determine whether each Settlement Class member who has
6 not filed a request for exclusion accepted by the Court is bound
7 by the terms of the Settlement Agreement;
- 8 (f) To determine whether a final judgment should be entered
9 dismissing the claims of the Class against Korean Air with
10 prejudice, as required by the Settlement Agreement;
- 11 (g) To determine whether to pay attorneys' fees and unreimbursed
12 out-of-pocket expenses to Class Counsel, and service awards to
13 the Class Plaintiffs from the Settlement Fund; and
- 14 (h) To rule upon other such matters as the Court may deem
15 appropriate.

16 28. As provided in the notice, each Settlement Class member who does
17 not timely request exclusion from the Settlement Class may appear at the Fairness
18 Hearing and seek to show cause why the Court should not approve the settlement
19 and dismiss this action with prejudice as to Korean Air, and may appear at the
20 hearing to support or oppose Settlement Class Counsel's request for
21 reimbursement of attorneys' fees, costs and expenses and awards to the named
22 class representatives, provided that no Settlement Class member shall be heard
23 unless his, her or its objection or opposition is made in writing, signed by the
24 objecting member, and filed, together with any papers or briefs in support of such
25 objections, with the Court not later than October 25, 2013, with copies to the

1 Settlement Administrator, Settlement Class Counsel, and Korean Air's counsel by
2 first-class mail, postage prepaid. Failure to timely file and serve written
3 objections will preclude a Settlement Class member from objecting at the Fairness
4 Hearing.

5 29. Any objection to the Settlement by a Settlement Class member shall
6 include: (1) the complete name and residence or business address of the objecting
7 member; (2) a statement signed under penalty of perjury by the objecting member,
8 that the member purchased Passenger Air Transportation on the airlines of
9 defendants, or any predecessor, subsidiary, or affiliate of the defendants, at any
10 time during the time period January 1, 2000 through August 1, 2007; and (3) each
11 ground for comment or objection and any supporting papers the member desires
12 the Court to consider. The filing of an objection shall not extend the time to file a
13 request for exclusion from the Settlement Class.

14 30. Any Settlement Class member who has filed written objections and
15 wishes to be heard at the Fairness Hearing, may enter an appearance through
16 counsel of such member's own choosing and at such member's own expense, or
17 may appear on the member's own behalf.

18 31. All briefs, memoranda, petitions and affidavits to be filed in support
19 of final approval of the settlement shall be filed by Settlement Class Counsel not
20 later than November 15, 2013.

21 32. All further proceedings as to Korean Air are hereby stayed except for
22 any actions required to effectuate the Settlement Agreement. Settlement Class
23 members are enjoined from instituting or prosecuting any further actions against
24 Korean Air asserting claims that are released under the Settlement Agreement,
25

1 until the Court has ruled on final approval of the settlement and entered a final
2 judgment.

3 33. The Court may, for good cause, extend any of the deadlines set forth
4 in this Order without further notice to Settlement Class members.

5 34. The Court retains exclusive jurisdiction over this action to consider all
6 further matters arising out of or connected with the Settlement Agreement.

7
8 IT IS SO ORDERED.

9 Dated: July 31, 2013



10
11 _____
S. James Otero
UNITED STATES DISTRICT JUDGE

12 Submitted By:

13 WESTERMAN LAW CORP.
JEFF S. WESTERMAN (94559)

14 GLANCY BINKOW & GOLDBERG LLP
15 SUSAN G. KUPFER (141724)

16 SUSMAN GODFREY L.L.P.
17 MARC M. SELTZER (54534)

18 By /s/ Susan G. Kupfer
19 Susan G. Kupfer
20 Plaintiffs' Interim Class Counsel

EXHIBIT A

UNITED STATES DISTRICT COURT – CENTRAL DISTRICT OF CALIFORNIA

**If You Purchased a Ticket in the U.S.
on Korean Air Lines or Asiana Airlines
Between January 1, 2000 and August 1, 2007**

A class action Settlement could affect your rights.

- The Court in charge of this case approved this notice, which summarizes your legal rights and options. Please read this notice carefully.
- There is a proposed class action Settlement with Korean Air Lines Co., Ltd. (“Korean Air”) involving an alleged conspiracy by Korean Air and Asiana Airlines, Inc. (“Asiana”) (collectively, “Defendants”) to fix prices for air passenger travel between the U.S. and the Republic of Korea.
- If you bought a qualifying ticket between January 1, 2000 and August 1, 2007, you may be entitled to money back and coupons for future air passenger travel as part of the Settlement.

A Summary of Your Rights and Choices:

You May:		Deadline:
<i>Do Nothing</i>	You will give up your rights to be part of any other lawsuit against Korean Air based on the legal claims in this lawsuit. You will still be bound by the Court’s orders. You are eligible to apply for benefits from the settlements. Proof of claim forms are available at: www.KoreanAirPassengerCases.com See Question 8	
<i>Exclude Yourself</i>	<i>Remove Yourself from the Class</i> You may write and ask to get out of the Class and keep your right to sue Korean Air on your own, at your own expense, for the claims in the lawsuit. See Questions 10 and 11.	<i>Postmarked on or before October 25, 2013</i>
<i>Object to the Settlement</i>	<i>Object or comment on the Settlement.</i> If you do not exclude yourself, you may object to or comment on the Settlement, either on your own or through a lawyer you hire. If you file a timely objection, you can attend the Fairness Hearing and ask to speak in Court about your objection to the proposed Settlement. See Question 12.	<i>Filed with the Court and Postmarked on or before October 25, 2013</i>
<i>Go to the Fairness Hearing</i>	<i>Go to the Fairness Hearing</i> The Fairness Hearing will be held so that the Court can consider the proposed Settlement and hear any objections. See Questions 17 and 18.	<i>December 2, 2013 at 10:00 am</i>

**THESE RIGHTS AND OPTIONS
– AND THE DEADLINES TO EXERCISE THEM –
ARE EXPLAINED IN THIS NOTICE.**

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BASIC INFORMATION

1. What is the lawsuit about?

Korean Air Lines Co., Ltd. and Asiana Airlines Inc. (“Defendants”) were sued by a group of people (“Plaintiffs”) who claim that the airlines conspired, in violation of the federal antitrust laws, to fix the prices for air passenger travel between the U.S. and the Republic of Korea from January 1, 2000 through August 1, 2007. The lawsuit claims the conspiracy included meetings, conversations, and communications in the U.S. and elsewhere between the two Defendants during which they agreed to establish artificially high prices for air passenger travel. The Defendants deny the claims in the lawsuit and believe they have valid legal and factual defenses. Asiana settled this case in 2011 and final approval of the settlement was obtained from the Court. Now, Korean Air has agreed to settle this case to avoid the cost and uncertainty associated with continuing it.

2. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of people who have similar claims. The people together are a “class” or “class members.”

Here, the Plaintiffs and Korean Air have reached a proposed Settlement. The Court has preliminarily approved the Settlement and giving notice to Class members. There will be a Fairness Hearing for the Court to decide whether to give final approval to the Settlement. (*see* Question 16.)

3. Why is there a Settlement?

A settlement is an agreement between a plaintiff and a defendant following negotiation. A settlement concludes the lawsuit as to that defendant but this does not mean that the Court has ruled in favor of the plaintiff or the defendant. A settlement allows both parties to avoid the cost and risk of a trial and allows them to establish a just, fair and final resolution that is best for all involved.

The lawyers representing the Class (“Class Counsel”) and Korean Air have engaged in extensive negotiations regarding the issues presented in the lawsuit and the possible terms of a settlement. Korean Air wants to settle the claims in this lawsuit and Class Counsel believe the Settlement is fair, reasonable, adequate and in the best interests of the Class.

4. Who is a Class member?

You are included as a Class member if you bought at least one ticket for air passenger travel on Asiana Airlines or Korean Air Lines. The purchase must have been:

- Made in the United States;
- For a flight originating in the United States and ending in Korea or a flight originating in Korea and ending in the United States; and
- Made between January 1, 2000 and August 1, 2007 (the “Class Period”).

Both businesses and individuals may be Class members.

There are a number of people who are not included in the Class. These people include:

- The Defendants and their predecessors, subsidiaries, and affiliates (however, the term “affiliates” does not include travel agents); and
- All government entities.

5. How do I know if I am included in the Settlement?

If you meet the Class member definition above, unless you exclude yourself, you are a member of the Class and will be included in the Settlement.

BENEFITS OF THE SETTLEMENT

6. What does the Settlement provide?

In exchange for the release of claims explained in Question 9, Korean Air will pay a total of \$65,000,000 for the benefit of the Class. Korean Air is providing \$39,000,000 in cash and \$26,000,000 in travel coupons for future travel. This is in addition to the prior settlement with Asiana, which provided \$11,000,000 in cash and \$10,000,000 in coupons toward future travel. The cash and coupons net of attorneys' fees and expenses allowed by the Court will be made available to Class members at the conclusion of this lawsuit. The cash and coupons for travel on each airline will be distributed *pro rata*, based on total qualifying purchases in dollars, to Class members who submit claims on a timely basis.

Chicago Clearing Corporation has been appointed by the Court to be administrator for the coupon portion of the settlements. It will create a mechanism to aid class members in the transfer or exchange of coupons. Complete details about the Settlement and the claims process can be accessed on the Settlement Administrator's website at www.KoreanAirPassengerCases.com.

7. How do I submit a claim for benefits from the Settlement?

Claim forms will be distributed starting August 2, 2013 and will be processed once this settlement has been approved by the Court and becomes final. You may file a claim directly online at the website www.KoreanAirPassengerCases.com; download, print and mail a copy of the claim form from the website; or request that a claim form be sent to you. You should keep all documentation you have about air passenger travel between January 1, 2000 and August 1, 2007 on Asiana and Korean Air for your use in filing a claim. If you exclude yourself from the Class, you will not be eligible to file a claim.

REMAINING IN THE CLASS

8. What happens if I do nothing?

If you do nothing at this time, you will remain a member of the Class and you will be legally bound by the Settlement if it is approved, even if you do not later submit a proof of claim.

If the Settlement is approved, the claims against Korean Air will be completely released and you will never be able to sue Korean Air concerning the claims in this lawsuit. In order to receive any part of the Settlement Fund, you will have to submit a Claim Form.

9. If I remain in the Class, what claims am I specifically giving up?

In short, if you remain in the Class, you cannot ever sue Korean Air for anything related to the claims made in this lawsuit. More specifically, if you remain in the Class, and the Settlement becomes effective, you will be considered a "Releasor" and will release Korean Air from all "Released Claims," as follows:

"Released Claims" means any and all claims, demands, actions, suits, and causes of action (whether class, individual, or otherwise in nature) that any Releasors, or any one of them, ever had, now has, or hereafter can, shall or may have against the Releasees, whether known or unknown, which were or could have been alleged in this Action on account of or arising out of, resulting from or related in any respect to the alleged conspiracy or conspiracies to fix the prices of Passenger Air Transportation during the Class Period.

“Releasees” means Korean Air, its past and present officers, directors, employees, agents, attorneys, servants, representatives, parents, subsidiaries, and affiliates and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, “affiliates” means entities controlling, controlled by, or under common control with a Releasee. The term “Releasees” does not include Asiana Airlines or any of its past or present officers, employees, or agents acting in such capacity.

This release does not include any claims for the purchase of Passenger Air Transportation in Korea or elsewhere outside of the United States or that are not related to those asserted in this action.

EXCLUDING YOURSELF FROM THE CLASS

10. What if I don’t want to be in the Class?

If you do not want to be in the Class and you want to keep the right to sue Korean Air about the same claims on your own, you must take steps to get out of the Class. This is called excluding yourself. By excluding yourself, you keep the right to file your own lawsuit or join any other persons who exclude themselves and bring a lawsuit against Korean Air about the claims in this lawsuit, at your own expense.

If you exclude yourself from the Class, you will not be able to receive a payment from the Settlement, and you cannot object to the Settlement.

11. How do I exclude myself from the Class?

If you wish to be excluded from the Class, you must send a letter that includes all of the following:

- 1) Your name, address, and telephone number;
- 2) All trade names or business names and addresses used by you or your business;
- 3) That you want to be excluded;
- 4) The date(s) and price(s) of all tickets you purchased in the United States for air passenger travel originating in the United States and ending in Korea or for air passenger travel originating in Korea and ending in the United States made by you during the Class Period, if you have that information; and
- 5) Your signature.

All exclusion letters must be mailed first class, **postmarked on or before October 25, 2013** to:

Korean Air Passenger Antitrust Litigation
P.O. Box 2436
Faribault, MN 55021

You cannot exclude yourself by calling or by sending an email.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

12. May I object to or comment on the Settlement?

Yes. If you disagree with any part of the Settlement you may object to the Settlement through a written response that must be filed with the Court and served on the Settling Parties. You may also comment on the Settlement.

Your written response must include:

- 1) Your complete name and residence or business address;
- 2) A statement signed under penalty of perjury, that you purchased in the United States a ticket for air passenger travel originating in the United States and ending in Korea or for air passenger travel originating in Korea and ending in the United States on Korean Air Lines or Asiana Airlines between January 1, 2000 and August 1, 2007; and
- 3) Each reason or basis for comment or objection and any supporting papers you want the Court to consider.

The objection must be filed with the Court no later than **October 25, 2013** at the following address:

Clerk of Court
 U.S. District Court, Central District of California
 312 North Spring Street
 Los Angeles, CA 90012

The objection should include the name and number of the case (*In Re Korean Air Lines Co., Ltd. Antitrust Litigation*, MDL No. 07-01891, Master File No. CV 07-05107 SJO (AGRx)).

You should review the Court's rules regarding filing to ensure your document is properly filed. They are available at <http://www.cacd.uscourts.gov/court-procedures/local-rules>. Copies of the response and any supporting documents must **also** be mailed to each of the following addresses, and be postmarked no later than **October 25, 2013**.

Susan G. Kupfer Glancy Binkow & Goldberg LLP One Embarcadero Center, Suite 760 San Francisco, CA 94111 Counsel for Class	Jeff S. Westerman Westerman Law Group 1925 Century Park East, Suite 2100 Los Angeles, CA 90067 Counsel for Class	Marc M. Seltzer Susman Godfrey L.L.P. 1901 Avenue Of The Stars, Suite 950 Los Angeles, CA 90067 Counsel for Class	Korean Air Passenger Antitrust Litigation P.O. Box 2436 Faribault, MN 55021	Donald L. Morrow Panteha Abdollahi Paul Hastings LLP 695 Town Center Dr., 17th Floor Costa Mesa, CA 92626 Counsel for Defendant Korean Air
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If you or your attorney want to appear at the Fairness Hearing, your objection must include your Notice of Intent to Appear (*see* Question 18).

13. What is the difference between objecting to the Settlement and excluding myself from the Settlement?

You object to the Settlement when you wish to remain a Class member, but disagree with some aspect of the Settlement. An objection allows your views to be heard.

In contrast, exclusion means that you are no longer a Class member. Once excluded, you lose any right to object to any aspect of the Settlement because the Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer representing me in these cases?

Yes. The Court has appointed the following persons and law firms to represent you and other Class members:

Susan G. Kupfer Glancy Binkow & Goldberg LLP One Embarcadero Center Suite 760 San Francisco, CA 94111	Jeff S. Westerman Westerman Law Group 1925 Century Park East, Suite 2100 Los Angeles, CA 90067	Marc M. Seltzer Susman Godfrey L.L.P. 1901 Avenue Of The Stars, Suite 950 Los Angeles, CA 90067
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These lawyers are called Class Counsel. You will not be charged personally for these lawyers, but they will ask the Court to approve a fee award at Final Approval of the Settlement. Class Counsel will ask the Court to a) reimburse them for certain costs and expenses already incurred and b) award attorneys' fees in an amount not to exceed 25% of the Settlement Fund.

15. Should I get my own lawyer?

You may hire your own lawyer, if you wish. However, you will be responsible for that attorney's fees and expenses. If you want your own lawyer to speak for you or appear in Court, you must file a Notice of Intent to Appear (*see* Question 18).

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide on whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing on **December 2, 2013 at 10:00 a.m.** in the courtroom of the Hon. S. James Otero, United States District Judge, in Courtroom 1 of the United States Courthouse, at 312 North Spring Street, Los Angeles, CA 90012. The Court will consider whether the Settlement is fair, reasonable and adequate. At the Fairness Hearing, the Court will decide whether to approve the Settlement and the motion for an award of attorneys' fees, awards to the class representatives, litigation costs and expenses. If comments or objections have been received, the Court will consider them at that time.

17. Must I attend the Fairness Hearing?

No. Class Counsel are prepared to answer the Court's questions on behalf of the Class members. Attendance is not required, even if you properly mailed an objection or comment. As long as your objection was filed and postmarked by the deadline, the Court will consider it.

18. May I speak at the Fairness Hearing?

Yes. You may speak at the Fairness Hearing or hire your own lawyer to speak on your behalf. If you want to do so, you must give the Court a paper that is called a "Notice of Intent to Appear." It should include the name and number of the case (*In Re Korean Air Lines Co., Ltd. Antitrust Litigation*, MDL No. 07-01891, Master File No. CV 07-05107 SJO (AGRx)).

Your request should also state that you wish to appear at the Fairness Hearing. It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. You cannot speak at the Fairness Hearing if you ask to be excluded from the Settlement Class. Your Notice of Intent to Appear **must** be filed with the Court no later than **October 25, 2013** at the following address:

Clerk of Court
U.S. District Court, Central District of California
312 North Spring Street
Los Angeles, CA 90012

Copies of the Notice of Intent to Appear must be mailed to each of the following addresses, so that they are postmarked no later than **October 25, 2013**:

Susan G. Kupfer Glancy Binkow & Goldberg LLP One Embarcadero Center Suite 760 San Francisco, CA 94111 Counsel for Class	Jeff S. Westerman Westerman Law Group 1925 Century Park East, Suite 2100 Los Angeles, CA 90067 Counsel for Class	Marc M. Seltzer Susman Godfrey L.L.P. 1901 Avenue Of The Stars, Suite 950 Los Angeles, CA 90067 Counsel for Class	Donald L. Morrow Panteha Abdollahi Paul Hastings LLP 695 Town Center Dr., 17th Floor Costa Mesa, CA 92626 Counsel for Defendant Korean Air
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GETTING MORE INFORMATION

19. Where do I get more information?

More details are in the Settlement Agreement and the other legal documents that have been filed with the Court in this lawsuit. You can look at and copy these legal documents at any time during regular office hours at the Office of the Clerk of Court, U.S. District Court for the Central District of California, 312 North Spring Street, Los Angeles, CA 90012. Certain documents, including Class Counsel's motion for final approval of the Settlement and application for an award of costs and expenses and attorneys' fees, will also be available on the Settlement Administrator's website at www.KoreanAirPassengerCases.com.

In addition, if you have any questions about the lawsuit or this Notice, you may:

- Visit the Settlement Administrator's website at www.KoreanAirPassengerCases.com or
- Write to: Korean Air Passenger Antitrust Litigation, P.O. Box 2436, Faribault, MN 55021.

An independent Settlement Administrator is handling this Settlement. Please do not contact the Court, Clerk's Office, or the Defendants directly about this Settlement.

EXHIBIT B

If You Purchased a Ticket in the U.S. on Korean Air Lines or Asiana Airlines
A Class Action Settlement May Affect Your Rights
(*“For a Notice in Korean, call or visit the website.” - Translated into Korean*)

There is a proposed Settlement with Korean Air Lines Co., Ltd. (“Korean Air”) involving an alleged conspiracy by Asiana Airlines, Inc. (“Asiana”) and Korean Air (“Defendants”) to fix prices for air passenger travel between the U.S. and the Republic of Korea (“Korea”). The Defendants deny the claims in this lawsuit.

Am I a Member of the Class? The Class includes individuals and businesses who bought at least one ticket for passenger air travel on Asiana or Korean Air. The purchase must have been in the United States, for a flight originating in the United States and ending in Korea or a flight originating in Korea and ending in the United States, with the purchase date between January 1, 2000 and August 1, 2007.

What Does the Settlement Provide? Korean Air has agreed to pay \$65 million into a Settlement Fund consisting of \$39 million cash and \$26 million in coupons for future travel. Your benefits will be based on the total dollar amount of the tickets you purchased as well as on the number of valid claims that are filed.

How to Get Benefits? You will need to submit a claim to ask for benefits. You should save the records of your purchases and check the website below to file a claim or receive a claim form.

Your Other Rights. If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class. The deadline to exclude yourself is **October 25, 2013**. If you stay in the Class you will not be able to sue Korean Air for any claims relating to the Settlement. If you stay in the Class, you may object or comment on the Settlement by **October 25, 2013**. The detailed Class Notice, available below, explains how to exclude yourself from the Class or object to the Settlement.

The Court will hold a hearing on **December 2, 2013** to consider whether to approve the Settlement. It will also consider whether attorneys' fees to Class Counsel, awards to class representatives, and costs and expenses will be paid from the Settlement Fund. You or your own lawyer may ask to appear and speak at the hearing at your own cost.

To view the Class Notice and for more information: KoreanAirPassengerCases.com 1-888-261-1921

EXHIBIT C

Must Be Postmarked
No Later Than
December 31, 2013

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
**KOREAN AIR PASSENGER SETTLEMENT
CLAIM FORM**

FOR OFFICIAL USE ONLY

01

To receive a payment, you must complete this Claim Form and submit it by **December 31, 2013**. Claim Forms may be submitted online at www.KoreanAirPassengerCases.com or by mail to: *Korean Air Passenger Settlement*, P.O. Box 2436, Faribault, MN 55021-9136.

A. Purchaser Information

Name: _____ Company Name: _____

Person to Contact in Regard to this Claim: _____

Street Address: _____

City: _____ State: _____ Country _____ Zip: _____ - _____

Daytime Telephone Number: (_____) _____ Email Address (optional): _____

Specify one of the following: Individual Business

B. Purchase Information

List below the total number of Qualifying Tickets you purchased by year, one-way or round trip and flight class. The first table below should be used for Korean Air purchases and the table on the reverse page for Asiana purchases. Please go to www.KoreanAirPassengerCases.com or call 1-888-261-1921 for the definition of a Qualifying Ticket. Settlement funds will be distributed based on your claim value in dollars. To compute your claim value, an average fare by seat class will be assigned for each year. The Qualifying Tickets will be multiplied by the assigned average fare to determine your claim value.

	Year of Purchase	Round Trip/ One Way	Please list the number of tickets purchased by seat class.		
			Economy	Business Class	First Class
KOREAN AIR	2000	Round Trip			
		One Way			
	2001	Round Trip			
		One Way			
	2002	Round Trip			
		One Way			
	2003	Round Trip			
		One Way			
	2004	Round Trip			
		One Way			
	2005	Round Trip			
		One Way			
	2006	Round Trip			
		One Way			
	January 1, 2007 through August 1, 2007	Round Trip			
		One Way			

Please see reverse side to enter Asiana purchases, read proof requirements and sign and date your Claim Form.



ASIANA	Year of Purchase	Round Trip/ One Way	Please list the number of tickets purchased by seat class.		
			Economy	Business Class	First Class
	2000	Round Trip			
		One Way			
	2001	Round Trip			
		One Way			
	2002	Round Trip			
		One Way			
	2003	Round Trip			
		One Way			
2004	Round Trip				
	One Way				
2005	Round Trip				
	One Way				
2006	Round Trip				
	One Way				
January 1, 2007 through August 1, 2007	Round Trip				
	One Way				

C. Proof Requirements

All claims are subject to audit and may require proof of purchase in the future.

D. Sign and Date Your Claim Form

I (we) declare, under penalty of perjury, that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature

Title (if applicable)

Date