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10 *Lead Counsel for Indirect*
Purchaser Class

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12
13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 IN RE OPTICAL DISK DRIVE PRODUCTS
17 ANTITRUST LITIGATION

No. 3:10-md-2143 RS (JCS)

18 DECLARATION OF SHANA E.
19 SCARLETT IN SUPPORT OF
20 INDIRECT PURCHASER PLAINTIFFS'
21 ADMINISTRATIVE MOTION TO
22 AMEND SCHEDULE FOR CLAIMS
23 FROM SETTLEMENT FUNDS

DATE ACTION FILED: Oct. 27, 2009

24 This Document Relates to:
25 ALL INDIRECT PURCHASER ACTIONS
26
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1 I, SHANA E. SCARLETT, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 California in the above-entitled litigation. I am a partner with the law firm of Hagens Berman Sobol
4 Shapiro LLP, counsel of record for the indirect purchaser plaintiffs in the above-entitled action.
5 Based on personal knowledge or discussions with counsel in my firm of the matters stated herein, if
6 called upon, I could and would competently testify thereto.

7 2. Attached hereto is a true and correct copy of the following exhibits:

8 Exhibit 1: Modification to Settlement Agreement Between Pioneer and Indirect
9 Purchaser Plaintiffs;

10 Exhibit 2: Modification to Settlement Agreement Between Teac and Indirect Purchaser
11 Plaintiffs; and

12 Exhibit 3: Modification to Settlement Agreement Between PLDS and Indirect Purchaser
13 Plaintiffs.

14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct. Executed this 27th day of July 2017, at Berkeley, California.

16 s/ Shana E. Scarlett
17 SHANA E. SCARLETT

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO**

**IN RE OPTICAL DISK DRIVE
ANTITRUST LITIGATION**

**Case No. 3:10-MD-2143-RS
MDL No. 2143**

**THIS DOCUMENT RELATES TO:
ALL INDIRECT-PURCHASER ACTIONS**


**MODIFICATION TO SETTLEMENT AGREEMENT BETWEEN PIONEER AND
INDIRECT PURCHASER PLAINTIFFS**

1. This is a modification to the Settlement Agreement (“Agreement”) made and entered into the ___th day of July, 2017, by and between Pioneer Corporation; Pioneer North America, Inc; Pioneer Electronics (USA) Inc.; Pioneer High Fidelity Taiwan Co., Ltd.; and Pioneer Digital Design and Manufacturing Company (collectively “Pioneer” or “Settling Defendants”), on the one hand, and the indirect-purchaser plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a settlement class of indirect purchasers of Optical Disk Drives, on the other.

2. Paragraph 18(a) of the Agreement is modified to permit use of an additional US \$85,000 of the Settlement Fund towards notice to the Class and the costs of administration of the Settlement Fund. The US \$85,000 in notice and administration expenses are not recoverable if this settlement does not become final but only to the extent such funds are actually expended for notice and administration costs.

3. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

Dated: July 25 2017

By: 
Jeff D. Friedman

Jeff D. Friedman
Shana E. Scarlett
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Steve W. Berman (*pro hac vice*)
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Lead Counsel for Indirect Purchaser Plaintiffs

Dated: July 24, 2017

By: 
Eric P. Enson

Jeffrey A. LeVee (SBN 125863)
Eric P. Enson (SBN 204447)
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Counsel for Pioneer Corporation; Pioneer North America, Inc; Pioneer Electronics (USA) Inc.; Pioneer High Fidelity Taiwan Co., Ltd.; and Pioneer Digital Design and Manufacturing Company

EXHIBIT 2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO**

**IN RE OPTICAL DISK DRIVE
ANTITRUST LITIGATION**

**Case No. 3:10-MD-2143-RS
MDL No. 2143**

**THIS DOCUMENT RELATES TO:
ALL INDIRECT-PURCHASER ACTIONS**

**MODIFICATION TO SETTLEMENT AGREEMENT BETWEEN TEAC AND
INDIRECT PURCHASER PLAINTIFFS**

1. This is a modification to the Settlement Agreement (“Agreement”) made and entered into the 27th day of July, 2017, by and between TEAC America, Inc.; TEAC Corporation (collectively “Teac” or “Settling Defendants”), on the one hand, and the indirect-purchaser plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a settlement class of indirect purchasers of Optical Disk Drives, on the other.

2. Paragraph 18(a) of the Agreement is modified to permit use of an additional US \$40,000 of the Settlement Fund towards notice to the Class and the costs of administration of the Settlement Fund. The US \$40,000 in notice and administration expenses is not recoverable if this settlement does not become final but only to the extent such funds are actually expended for notice and administration costs.

3. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

Dated: July 27, 2017

By: 
Jeff D. Friedman

Jeff D. Friedman
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Lead Counsel for Indirect Purchaser Plaintiffs

Dated: July 27, 2017

By: 
Mary Ellen Hennessy

Mary Ellen Hennessy (*admitted pro hac vice*)
Aharon S. Kaye (*admitted pro hac vice*)
Natalie F. Wayne (*admitted pro hac vice*)
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Counsel for TEAC Corporation and TEAC America, Inc.

EXHIBIT 3

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO**

**IN RE OPTICAL DISK DRIVE
ANTITRUST LITIGATION**

**Case No. 3:10-MD-2143-RS
MDL No. 2143**

**THIS DOCUMENT RELATES TO:
ALL INDIRECT-PURCHASER ACTIONS**


**MODIFICATION TO SETTLEMENT AGREEMENT BETWEEN PLDS AND
INDIRECT PURCHASER PLAINTIFFS**

1. This is a modification to the Settlement Agreement (“Agreement”) made and entered into the 2nd day of January, 2017, by and between Philips & Lite-On Digital Solutions Corporation and Philips & Lite-On Digital Solutions U.S.A., Inc. (collectively “PLDS” or “Settling Defendants”), on the one hand, and the indirect-purchaser plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a settlement class of indirect purchasers of Optical Disk Drives, on the other.

2. Paragraph 19(a) of the Agreement is modified to permit use of an additional US \$325,000 of the Settlement Fund towards notice to the Class and the costs of administration of the Settlement Fund. The US \$325,000 in notice and administration expenses are not recoverable if this settlement does not become final but only to the extent such funds are actually expended for notice and administration costs.

3. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

Dated: July 19, 2017

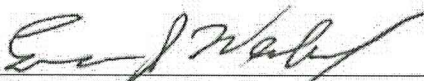
By: 
Shana E. Scarlett

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Lead Counsel for Indirect Purchaser Plaintiffs

Dated: July 19, 2017

By: 
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Solutions Corporation and Philips & Lite-On
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