

NEW INFORMATION – PLEASE READ THIS NOTICE CAREFULLY

**If You Directly Purchased Airfreight Shipping Services Between January 1, 2000 and September 30, 2006,
You Could be Affected by a Class Action Lawsuit**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

NEW INFORMATION – WHAT’S DIFFERENT ABOUT THIS NOTICE?

The purpose of this notice is to: 1) provide information concerning three new settlements for Asiana Airlines, Inc. (“Asiana”), EVA Airways Corporation (“EVA”) and Nippon Cargo Airlines Co., Ltd. (“Nippon Cargo”); and 2) announce an Order Certifying a Litigation Class and setting a trial date to start on April 18, 2016 (see paragraph 25). The Litigation Class has a different class definition and class period than the Settlement Class (see paragraph 6).

This notice provides class members a deadline to object and an opportunity to exclude yourself from any of the Settlements and the Litigation Class.

At this time, there is no claim form, plan of allocation, or Class Counsel fees or expenses to be addressed. Class Counsel will send another notice at a later date, explaining the plan of allocation, providing information about a claim form and a request for attorney fees and expenses.

Differences between Settlement Class and the Litigation Class:

Settlement Class definition:
(Asiana, EVA and Nippon Cargo)

All persons or entities (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as government entities) who purchased airfreight shipping services for shipments **to, from, or within the United States** directly from any of the Defendants or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the period January 1, 2000 up to and including **September 11, 2006**.

The Litigation Class definition:

All persons or entities (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as government entities) who purchased airfreight shipping services for shipments **to or from the United States** directly from any of the Defendants or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the Class period of January 1, 2000 up to and including **September 30, 2006**.

Key Differences Explained:

The Settlement Class includes class members who shipped **to** the United States, **from** the United States, **AND** includes those who shipped **WITHIN** the United States. The class period is from January 1, 2000 up to and including September 11, 2006.

The Litigation Class only includes class members who shipped **to** the United States and **from** the United States. The Litigation Class period is slightly longer: January 1, 2000 up to and including September 30, 2006. If your **ONLY** direct purchases of airfreight shipping services occurred between September 12, 2006 and September 30, 2006, you **ARE** part of the Litigation Class (unless you opt out) but you are not a member of the Settlement Class.

IMPORTANT

Now that the Litigation Class has been certified, all future settlements will be with the Litigation Class. You must decide at this time if you want to exclude yourself from: 1) any of the settlements described in this notice: Asiana, EVA, and Nippon Cargo; and 2) if you want to exclude yourself from the Litigation Class. More detailed information is found in paragraphs 13-16 below.

OVERVIEW

There is a class action lawsuit about whether air cargo carriers conspired to fix and raise surcharges on Airfreight Shipping Services. The lawsuit involves a class seeking money for direct purchasers of air cargo shipping services from Defendants. As set forth below, on July 10, 2015, the Court issued an order certifying the class. The Court has scheduled a trial in the case to decide which side is right.

- There are three additional partial Proposed Settlements totaling approximately \$190 million in this class action lawsuit. This is in addition to the approximately \$848 million in settlements with other Defendants described in earlier notices. The lawsuit is called *In re Air Cargo Shipping Services Antitrust Litigation* and is pending in the United States District Court for the Eastern District of New York. The Proposed Settlements are partial because there are other Defendants remaining in the case, and the litigation is continuing as to those Defendants. Those Defendants are Air China Ltd., Air China Cargo Company Ltd., Air India, Air New Zealand Ltd., Atlas Air Worldwide Holdings, Inc., Polar Air Cargo LLC, and Polar Air Cargo Worldwide, Inc.
- Under these Proposed Settlements, Nippon Cargo has paid \$28.7 million and has agreed to pay an additional \$7.65 million on or before April 16, 2016; Asiana has paid \$55 million; and EVA has paid \$30 million, and has agreed to pay an additional \$69 million in two payments on or before January 6, 2017. Also, Asiana, EVA, and Nippon Cargo have each agreed to pay up to \$200,000 toward the cost of notice and settlement administration, which, if not used for those purposes, shall become part of the respective settlement fund. All the Settling Defendants have also agreed to cooperate in the case against the Non-Settling Defendants. The Settling Defendants have asserted a number of defenses to Plaintiffs' claims but have settled to avoid the cost and risk of a trial.
- You may be affected by this class action lawsuit and these Proposed Settlements if you purchased Airfreight Shipping Services directly from one or more Defendants or Settling Defendants listed below for shipments to, from, or within the United States from January 1, 2000 to September 30, 2006.

YOUR LEGAL RIGHTS AND OPTIONS		
YOU MAY:		DUE DATE:
STAY IN THE CLASS	The only way to get a payment.	
GO TO A HEARING	Ask to speak to the Court about the fairness of the Proposed Settlements.	March 24, 2016
OBJECT	Write to the Court about why you don't like the Proposed Settlements.	March 4, 2016
DO NOTHING	Take no position on the Proposed Settlements and wait for more information.	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants or the Non-Settling Defendants about the legal claims in this case.	January 22, 2016

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

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BASIC INFORMATION

1. Why did I get this notice package?

You or your company may have purchased Airfreight Shipping Services (paid, private air transport of freight or other cargo by an airline acting as a provider of such service) directly from one or more Defendants for shipments to, from, or within the United States from January 1, 2000 to September 30, 2006. This class action lawsuit and the settlements described in this notice relate to those purchases. This notice explains that:

- The Court has allowed, or “certified,” a class within the class action lawsuit that may affect you. This is the Litigation Class. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the Plaintiffs can prove the claims they have made against the remaining Defendants on your behalf.
- There are proposed settlements with three of the Defendants. You have a right to know about the lawsuit and have legal rights and options that you may exercise before the Court decides whether to approve the settlements.

The Court in charge of the case is the United States District Court for the Eastern District of New York, and the case is known as *In re Air Cargo Shipping Services Antitrust Litigation*, Master File 06-MD-1775 (JG) (VVP). The people who sued are called the Plaintiffs, and the companies they sued are called the Defendants. The Defendants that have agreed to these Proposed Settlements are called the Settling Defendants.

2. What is this lawsuit about?

The lawsuit claims that the Defendants and certain of their employees conspired to fix, raise, maintain, or stabilize prices of Airfreight Shipping Services by, among other things, coordinating surcharges (such as fuel and security surcharges) and by agreeing to eliminate or prevent discounting of surcharges. The lawsuit claims that, as a result, purchasers paid more for Airfreight Shipping Services than they otherwise would have paid. Defendants have denied these claims and have asserted various defenses to the claims.

3. Who are the Defendants?

The Settling Defendants are Asiana, EVA, and Nippon Cargo. The other Defendants are:

Aerolinhas Brasileiras, S.A.	Japan Airlines International Co., Ltd.
AC Cargo LP	Kenya Airways Limited
Air Canada	Koninklijke Luchtvaart Maatschappij N.V.
Air China Cargo Company Ltd.	Korean Air Lines Co., Ltd.
Air China Ltd.	Lan Airlines, S.A.
Air India	Lan Cargo, S.A.
Air Mauritius Ltd.	Lufthansa Cargo AG
Air New Zealand Ltd.	Malaysia Airlines
Alitalia Linee Aeree Italiane S.p.A.	Martinair Holland N.V.
All Nippon Airways Co., Ltd.	Polar Air Cargo LLC
American Airlines, Inc.	Polar Air Cargo Worldwide, Inc.
AMR Corporation	Qantas Airways Limited
Atlas Air Worldwide Holdings, Inc.	SAS Cargo Group A/S
British Airways PLC	Saudi Arabian Airlines, Ltd.
Cargolux Airlines International, S.A.	Scandinavian Airlines System
Cathay Pacific Airways Ltd.	Singapore Airlines Limited
China Airlines, Ltd.	Singapore Airlines Cargo Pte, Ltd.
DAS Air Ltd. (DAS Air Cargo)	Société Air France
Deutsche Lufthansa AG	South African Airways
El Al Airlines Ltd.	Swiss International Air Lines, Ltd.
Emirates	Thai Airways International Public Company Limited
Ethiopian Airlines Corp.	Viação Aérea Rio-Grandense, S.A. (Varig)

4. Has the Court approved other settlements in this case?

Yes. The Court has granted final approval to the following settlements. The **Lufthansa Settlement** was an \$85 million settlement with Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines, Ltd. (“Lufthansa”). The **Second Settlements** include: an \$87 million settlement with Société Air France (“Air France”), Koninklijke Luchtvaart Maatschappij N.V. (“KLM”), and Martinair Holland N.V. (“Martinair”) (collectively “Air France/KLM”); a \$12 million settlement with Japan Airlines International Co., Ltd. (“JAL”); a \$5 million settlement with American Airlines, Inc. and AMR Corporation (“AA”); a \$13.9 million settlement with Scandinavian Airlines System and SAS Cargo Group A/S (“SAS”); a \$10.4 million settlement with All Nippon Airways Co., Ltd. (“ANA”); a \$35.1 million settlement with Cargolux Airlines International S.A. (“Cargolux”); a \$3.5 million settlement with Thai Airways International Public Company Limited (“Thai”); and a \$26.5 million settlement with Qantas Airways Limited (“Qantas”). The **Third Settlements** include: an \$89.512 million settlement with British Airways Plc (“British Airways”); a \$66 million settlement with Lan Airlines, S.A., Lan Cargo, S.A., and Aerolinhas Brasileiras, S.A. (“Lan/ABSA”); a \$3.2 million settlement with Malaysia Airlines (“Malaysia”); a \$3.29 million settlement with South African Airways Ltd. (“South African”); a \$14 million settlement with Saudi Arabian Airlines, Ltd. (“Saudia”); a \$7.833 million settlement with Emirates; a \$15.8 million settlement with El Al Israel Airlines Ltd. (“El Al”); a \$7.5 million settlement with Air Canada and AC Cargo LP (“Air Canada”), and a settlement with Air New Zealand employee Salvatore Sanfilippo (“Sanfilippo”). The **Fourth Settlements** include: a \$92 million settlement with Singapore Airlines Limited and Singapore Airlines Cargo Pte. Ltd. (“Singapore”) (less the portion attributable to class members who settled with Singapore Air before the class settlement was reached); a \$65 million settlement with Cathay Pacific Airways Ltd. (“Cathay Pacific”); a \$115 million settlement with Korean Air Lines Co., Ltd. (“Korean Air”); and a \$90 million settlement with China Airlines, Ltd. (“China Air”).

You may have received notice of the Lufthansa Settlement, or the Second, Third, or Fourth Settlements. If all of the Proposed Settlements receive final approval from the Court, the total gross settlement proceeds recovered in the litigation so far will be approximately \$1.038 billion.

5. Why is this a class action?

In a class action, one or more individuals or companies called Class Representatives (in this case Benchmark Export Services, FTS International Express, Inc., R.I.M. Logistics, Ltd., Olarte Transport Service, Inc., S.A.T. Sea & Air Transport, Inc. and Volvo Logistics AB) sue on behalf of others who have similar claims. All these individuals or companies are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. U.S. District Judge John Gleeson is in charge of this class action.

WHO IS INCLUDED IN THE CLASS?

6. How do I know if I am a Class Member?

Settlement Class (Asiana, EVA and Nippon Cargo): You are a Settlement Class Member in the new proposed Settlements with Asiana, EVA and Nippon Cargo if you fit the following definition: *All persons or entities (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as government entities) who purchased airfreight shipping services for shipments to, from, or within the United States directly from any of the Defendants or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the period January 1, 2000 up to and including September 11, 2006.*

Litigation Class: The Court has allowed, or “certified,” a class in this class action lawsuit that may affect you. This is the Litigation Class. Judge Gleeson decided that everyone who fits this description is a member of the Litigation Class: *All persons or entities (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as government entities) who purchased airfreight shipping services for shipments to or from the United States directly from any of the Defendants or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the period January 1, 2000 up to and including September 30, 2006.*

7. I'm still not sure if I am included.

If you are still not sure whether you are a class member, you can ask for free help. See Question 30 below. You are not required to pay anyone to assist you.

WHO IS AFFECTED BY THE THREE PROPOSED SETTLEMENTS?

8. Why are there Proposed Settlements?

The Settling Defendants, Asiana, EVA, and Nippon Cargo, have denied all liability in this case and have asserted various defenses to the Plaintiffs' claims. The Court did not decide in favor of the Plaintiffs or the Settling Defendants. Instead, both sides agreed to the Proposed Settlements. That way, they avoid the cost and risk of a trial, and the class members will get compensation. The Class Representatives and Class Counsel think the Proposed Settlements are best for all class members. The case is proceeding against other Defendants.

9. Who is included in the Proposed Settlements?

Asiana, EVA, and Nippon Cargo have agreed to settlements with the Settlement Class described in Question 6 above.

If your only direct purchases of airfreight shipping services occurred between September 12, 2006 and September 30, 2006, you are included in the Litigation Class but are **not** included in the Proposed Settlements (see Question 6 above).

THE PROPOSED SETTLEMENT BENEFITS

10. What do the Proposed Settlements provide?

Under the **Asiana Settlement**, Asiana has paid \$55 million, and has agreed to pay up to \$200,000 for costs of notice of the settlement. In addition, Asiana has the option to rescind the agreement if more than a certain percentage of class members exclude themselves from the class, as explained in Paragraph 45 of the **Asiana Settlement** agreement, available at www.aircargosettlement5.com.

Under the **EVA Settlement**, EVA has paid \$30 million, and has agreed to pay an additional \$30 million on or before January 7, 2016, and an additional \$39 million on or before January 6, 2017. In addition, EVA has the option to rescind the agreement if more than a certain percentage of class members exclude themselves from the class, as explained in Paragraph 42 of the **EVA Settlement** agreement, available at www.aircargosettlement5.com.

Under the **Nippon Cargo Settlement**, Nippon Cargo has paid \$28.7 million and has agreed to pay an additional \$7.65 million on or before April 16, 2016. If any class member excludes itself from the Nippon Cargo Settlement, the portion of the \$36.35 million attributable to the excluded class member will be transferred to a separate escrow account and held for possible payment of those claims. Any amount remaining in that separate account may be returned to the class after a specified period. This process is explained in paragraph 50 of the **Nippon Cargo Settlement** agreement, available at www.aircargosettlement5.com.

Under each of the Proposed Settlements, the Settling Defendants will also provide cooperation in Plaintiffs' continuing litigation against the other remaining Defendants. This cooperation varies for each Settling Defendant, but includes meetings with their counsel, production of documents and electronic data, and witness interviews and testimony. Details about the cooperation are set forth in the settlement agreements, which have been filed with the Court and may be viewed at www.aircargosettlement5.com.

11. How do I get a payment?

If you are included in the Proposed Settlements (see Question 6 above) and do not exclude yourself from all Proposed Settlements, you will be eligible to receive a payment at a future date. The lawyers will propose a Plan of Allocation to the Court that sets out how the money will be divided among class members. You will receive notice of a Plan of Allocation and have an opportunity to object to it. **At a future date, you will have the opportunity to submit a claim form to receive payment.**

If you received this notice by mail, and did not submit a claim form in the Second, Third, or Fourth Settlements, then you will be mailed a claim form at a later date. If you are reviewing this notice online or received a copy by some other means, you must register to receive future communications. You can register online at www.aircargosettlement5.com or by writing to the settlement administrator at:

Air Cargo Settlement 5
c/o Garden City Group, LLC
P.O. Box 10083
Dublin, OH 43017-6683
USA

You must keep all of your records of your purchases from Defendants and Settling Defendants because you will need them to complete the claim form and may later be asked to provide them to the settlement administrator.

12. What am I giving up to get a payment?

Unless you exclude yourself from a specific settlement, that means that you can't sue, continue to sue, or be part of any other lawsuit against that Settling Defendant about the legal issues in this case. This is called a release. It also means that all of the Court's orders will apply to you and legally bind you.

However, you would not give up (a) any claim made with respect to any indirect purchase of Airfreight Shipping Services or (b) any claim for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, or a similar claim, or any other claim unrelated to the legal issues in this case. The Proposed Settlements also do not affect your rights against the Non-Settling Defendants, and the lawsuit will continue against the Non-Settling Defendants.

The settlement agreements, which are available at www.aircargosettlement5.com, describe the exact legal claims that you give up if you do not exclude yourself from a settlement.

EXCLUDING YOURSELF

You must decide at this time if you want to exclude yourself from: 1) any of the settlements described in this notice: Asiana, EVA, and Nippon Cargo; and 2) if you want to exclude yourself from the Litigation Class.

For instructions on how to exclude yourself from the Proposed Settlements, see Question 14.

13. What does it mean to exclude myself?

- **Excluding yourself from the Settlement Class:** If you want to keep the right to sue or continue to sue one or more of the Settling Defendants (Asiana, EVA, and Nippon Cargo), on your own, about the legal issues in this case, then you must take steps to get out of the settlement(s) with those Settling Defendant(s). This is called excluding yourself – or sometimes referred to as opting out of the class. If you ask to be excluded from any of the Proposed Settlements, you will not get any payment from any settlement from which you exclude yourself, and you cannot object to those particular settlements. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims that the Proposed Settlements resolve.
- **Excluding yourself from the Litigation Class:** If you are included in the definition of the Litigation Class (see Question 6) and you want to sue *any* of the Non-Settling Defendants (Air China Ltd., Air China Cargo Company Ltd., Air India, Air New Zealand Ltd., Atlas Air Worldwide Holdings, Inc., Polar Air Cargo LLC, or Polar Air Cargo Worldwide, Inc.) separately about the related claims in this lawsuit, you must exclude yourself from the class. If you exclude yourself, you won't get any money from future distributions if the Plaintiffs obtain any money as a result of a trial or from any future settlements with the Non-Settling Defendants.

If you have a pending lawsuit against a Settling Defendant or Non-Settling Defendant involving the same legal issues in this case, speak to your lawyer in that case immediately. (You must exclude yourself from the corresponding Proposed Settlement or the Litigation Class in order to continue your own lawsuit against one or more of the Settling Defendants.)

14. How do I ask the Court to exclude myself?

To ask to be excluded from any of the Settlements or the Litigation Class, you must send an “Exclusion Request” in the form of a letter sent by mail, stating the following:

- A statement indicating that you want to be excluded from one or more of:
 - The **Asiana Settlement**,
 - The **Eva Settlement**,
 - The **Nippon Cargo Settlement** or
 - The Litigation Class
- The case name: *In re Air Cargo Shipping Services Antitrust Litigation*;
- All trade names or business names that you have used; and
- Your name, address, telephone number, and your signature.

Your request for exclusion may not be effective unless you specify from which Proposed Settlement(s) you are seeking exclusion, or unless you specify that you are seeking exclusion from the Litigation Class.

You must mail your Exclusion Request postmarked by January 22, 2016, to: Air Cargo Settlement 5, c/o Garden City Group, LLC, P.O. Box 10083, Dublin, OH 43017-6683, USA.

15. Can I participate in some of the Proposed Settlements and exclude myself from others?

Yes. You may be eligible to participate in more than one settlement. You will need to decide, for each of the Proposed Settlements, whether to exclude yourself from the settlement. If you exclude yourself from some, but not all, of the Proposed Settlements, you will be eligible to receive payment from the Proposed Settlements from which you do not exclude yourself.

16. If I exclude myself from a Proposed Settlement, can I get money from that Proposed Settlement?

No. If you decide to exclude yourself from a Proposed Settlement, you will not be able to receive money from that Proposed Settlement. If you exclude yourself from some, but not all, of the Proposed Settlements, you will be eligible to receive payment from the Proposed Settlements for which you do not exclude yourself.

17. If I exclude myself from the Litigation Class, can I get money from any future settlements or judgment?

No.

OBJECTING TO THE PROPOSED SETTLEMENTS

You can tell the Court that you don’t agree with the Proposed Settlements or some part of them.

18. How do I tell the Court that I don’t like the Proposed Settlements?

You can object to any Proposed Settlement if you do not exclude yourself from that settlement. You can object if you don’t like any part of the Proposed Settlements. You can give reasons why you think the Court should not approve any or all of that settlement or settlements. The Court will consider your views.

To object, you must send a letter to the Court that includes the following:

- A statement saying that you object to one or more of the Proposed Settlements in *In re Air Cargo Shipping Services Antitrust Litigation*.
- Your name, address, telephone number, and your signature.
- The reason(s) you object.
- Proof of your membership in the class, such as invoices showing that you satisfy the Settlement Class definition in Question 6.

You must file the objection with the Court at the following address, **received by March 4, 2016**:

Clerk of Court
United States District Court
for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail copies of the objection to the following attorneys, **postmarked by March 4, 2016**:

Michael D. Hausfeld
Hausfeld LLP
1700 K Street, NW
Suite 650
Washington, DC 20006

Robert N. Kaplan
Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th Floor
New York, NY 10022

Hollis L. Salzman
Robins Kaplan LLP
601 Lexington Avenue
Suite 3400
New York, NY 10022

Howard J. Sedran
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Philadelphia, PA 19106

Class Counsel

Ian Simmons
Benjamin G. Bradshaw
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

James H. Mutchnik, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

Counsel for Asiana Airlines, Inc.

John R. Fornaciari
Robert Disch
Baker & Hostetler LLP
Washington Square, Suite 1100
1050 Connecticut Ave NW
Washington, DC 20036

Tammy A. Tsoumas
Kirkland & Ellis LLP
333 South Hope Street, Floor 29
Los Angeles, CA 90071

Counsel for EVA Airways Corporation

Counsel for Nippon Cargo Airlines Co., Ltd.

19. What's the difference between objecting and excluding?

If you exclude yourself from the class, you are telling the Court that you don't want to be part of this class case, or future settlements or judgments. If you exclude yourself from one or more of these Proposed Settlements, you will not receive any benefits from them. Objecting is simply telling the Court that you don't like something about the Proposed Settlements. You can only object to a settlement if you remain in the class. If you exclude yourself, you have no basis to object to the Proposed Settlements because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court appointed Michael D. Hausfeld of Hausfeld LLP; Robert N. Kaplan of Kaplan Fox & Kilsheimer LLP; Hollis Salzman of Robins Kaplan LLP; and Howard J. Sedran of Levin, Fishbein, Sedran, and Berman to represent the class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will the lawyers be paid?

You are not personally responsible for payment of attorneys' fees or expenses for Class Counsel. Instead, at a later date, Class Counsel will ask the Court to approve payment of attorneys' fees and reimbursement of reasonably incurred expenses from the Proposed Settlements. The fees would pay Class Counsel for their time and the risk in litigating the case on a contingent basis. You will receive notice of Class Counsel's fee and expense request and will have an opportunity to object to it. Any fees and expenses approved by the Court will be paid out of the settlement funds.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlements. You may attend and you may ask the Court's permission to speak (see Question 24 for instructions), but you don't have to participate in the hearing in order to attend.

22. When and where will the Court decide whether to approve the Proposed Settlements?

The Court will hold a Fairness Hearing at 10:00 a.m. on March 24, 2016, in Courtroom 6C South at the United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing the Court will consider whether the Proposed Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Gleeson will listen to class members who have asked to speak at the hearing (see Question 24). After the hearing, the Court will decide whether to approve the Proposed Settlements.

The Court may change the time and date of the Fairness Hearing. Notice of any change will be posted at the courthouse or on the Court's website and on www.aircargosettlement5.com.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Gleeson may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as the Court received your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you are encouraged to send a letter stating the following:

- "Notice of Intention to Appear in *In re Air Cargo Shipping Service Antitrust Litigation*"
- The position you will take and your reasons.
- Your name, address, telephone number, and your signature.
- Proof of your membership in the class, such as invoices showing that you satisfy the definition in Question 6.

Your Notice of Intention to Appear must be filed with the Court at the following address, **received by March 4, 2016**:

Clerk of Court
United States District Court
for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 18 above.

THE TRIAL

On August 31, 2015, the Court determined that the Non-Settling Defendants should not be dismissed from the case through “summary judgment,” and has scheduled a trial in the case to decide which side is right.

25. How and when will the Court decide who is right?

If the lawsuit against the Non-Settling Defendants isn’t resolved by settlements (as with the 24 settlements described in Question 4 and 10), Class Counsel will have to prove the Plaintiffs’ claims at a trial. The trial is set to start on April 18, 2016, in the U.S. District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York.

During the trial, Class Counsel will present evidence about whether the Plaintiffs or the Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win or that they will get any additional money or benefits for the class from the Non-Settling Defendants.

26. Do I have to come to the trial?

No. Class Counsel will present the case for the Plaintiffs, and the Non-Settling Defendants will present the defenses. You and/or your own lawyer are welcome to come at your own expense.

27. Will I get money after the trial?

If the Plaintiffs obtain additional money or benefits from the Non-Settling Defendants as a result of the trial or other settlements, and you have not excluded yourself from the Litigation Class, you will be notified about how to participate. You can also call 1-855-382-6460 or write to: Air Cargo Settlement 5, c/o Garden City Group, LLC, P.O. Box 10083, Dublin, OH 43017-6683, USA.

IF YOU DO NOTHING

28. What happens if I do nothing at all?

If you do nothing, you will remain in the class. Regardless of whether the Plaintiffs win or lose at trial or before, you will not be able to sue, or continue to sue, the Settling Defendants or Non-Settling Defendants—as part of any other lawsuit—for damages related to price-fixing of Airfreight Shipping Services purchased directly from the Defendants. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes concerning this class action. If you have a valid claim, you will be able to share in the settlements with the Settling Defendants and any future recovery from the Non-Settling Defendants.

GETTING MORE INFORMATION

29. Are there more details about the Proposed Settlements?

This notice summarizes the Proposed Settlements. More details are in the settlement agreements. You can get a copy of the settlement agreements by visiting www.aircargosettlement5.com.

30. How do I get more information?

If you have questions or want more information, you can visit the official settlement website at www.aircargosettlement5.com. If the answer to your question cannot be located on the website, you may contact the settlement administrator by email at administrator@aircargosettlement5.com. You may also call the settlement administrator toll-free at 1-855-382-6460 in the U.S., U.S. territories, and Canada. Outside the U.S. and Canada, you may call 1-513-795-0998, but toll charges will apply. You may also write to:

Air Cargo Settlement 5
c/o Garden City Group, LLC
P.O. Box 10083
Dublin, OH 43017-6683
USA

You may also write to any of Class Counsel at the following addresses:

Michael D. Hausfeld
Hausfeld LLP
1700 K Street, NW
Suite 650
Washington, DC 20006

Robert N. Kaplan
Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th Floor
New York, NY 10022

Hollis L. Salzman
Robins Kaplan LLP
601 Lexington Avenue
Suite 3400
New York, NY 10022

Howard J. Sedran
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Philadelphia, PA 19106

31. Can I update my address?

Yes. If your address changes, please enter your current information online at www.aircargosettlement5.com, or send it to the settlement administrator at:

Air Cargo Settlement 5
c/o Garden City Group, LLC
P.O. Box 10083
Dublin, OH 43017-6683
USA

DATED: November 6, 2015

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK