

EXHIBIT 64

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Class Counsel for Indirect Purchaser Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

**IN RE LITHIUM ION BATTERIES
ANTITRUST LITIGATION,**

Case No. 13-MD-02420 YGR (DMR)
MDL No. 2420

**This Documents Relates to:
ALL ACTIONS**

**DECLARATION OF TERENCE
HOZWELL (ON BEHALF OF
PLAINTIFF CITY OF PALO ALTO)
IN SUPPORT OF INDIRECT
PURCHASER PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES,
COSTS AND SERVICE AWARDS**

**Date: August 1, 2017
Time: 2:00 p.m.
Dept: Courtroom 1, 4th Floor
Judge: Hon. Yvonne Gonzalez Rogers**

DATE ACTION FILED: Oct. 3, 2012

1 I, Terence Howzell, declare as follows:

2 1. I am an attorney licensed to practice in the State of California and am Principal City
3 Attorney with Palo Alto City Attorney’s Office. I have personal knowledge of the matters stated
4 herein and, if called upon, I could and would competently testify thereto.

5 2. The City of Palo Alto (“Palo Alto” or the “City”) is a representative of the
6 governmental entity subclass in *In re Lithium Ion Batteries Antitrust Litigation*, No. 13-md-02420,
7 filed in the United States District Court for the Northern District of California. I submit this
8 affidavit on Palo Alto’s behalf and the settlement class, in support of Class Counsel’s motion for
9 attorneys’ fees, expenses, and service awards and in support of final approval of the settlements
10 with Hitachi Maxell, Ltd. and Maxell Corporation of America (“Hitachi Maxell”), LG Chem, Ltd.
11 and LG Chem America, Inc. (“LG Chem”), and NEC Corporation (“NEC”) (collectively, the
12 “Settling Defendants”).¹

13 3. As a class representative, Palo Alto is responsible for being informed of the work
14 done by its attorneys on the case and make its own judgment about the fairness of any settlement
15 proposed by the lawyers.

16 4. In evaluating the fairness of the settlement, Palo Alto is also required to consider the
17 interests of all members of the Class, as well as its own, and is free to disagree with its attorneys
18 about the merits of a settlement and make its views known to the court.

19 5. Over the past four years, Palo Alto – through its employees, including personnel
20 within the City Attorney’s Office – has worked diligently to perform its duty to assist it retained
21 outside counsel, Renne Sloan Holtzman Sakai LLP (“RSHS”) and Bleichmar Fonti & Auld LLP
22 (“BFA”), in prosecuting this case, investing significant time and effort to fulfill its role as a class
23 representative. Throughout this litigation, Palo Alto has remained informed regarding the status of
24 the litigation by communicating with its attorneys, including reviewing periodic update
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26 ¹ Throughout this declaration, the term “Co-Lead Counsel” refers to the law firms of
27 Cotchett, Pitre & McCarthy, LLP, Hagens Berman Sobol Shapiro LLP, and Lief Cabraser
28 Heimann & Bernstein, LLP. The term “Supporting Counsel” refers to the law firms that assisted
Co-Lead Counsel in litigating this case. The term “Class Counsel” refers to all the attorneys and
law firms that represented IPPs in this case, including Co-Lead Counsel and Supporting Counsel.

1 correspondence from counsel and key case documents. Moreover, since the outset of the litigation,
2 Palo Alto has diligently retained all documents or electronic information that could be relevant to
3 the litigation and provided a large bulk of these documents to its attorneys.

4 6. Throughout the case Palo Alto personnel also assisted in responding to discovery.
5 This included reviewing discovery requests from defendants, discussing them with counsel,
6 reviewing proposed responses, making any corrections, and signing off on the responses. In total,
7 Palo Alto has assisted counsel in responding to a total of 22 interrogatories, 37 requests for
8 production of documents, and 4 requests for admission. Palo Alto personnel, including employees
9 assigned to its IT and procurement departments, have also spent a significant amount of time
10 locating relevant purchase orders, receipts and other documents requested by the defendants in this
11 litigation.

12 7. Palo Alto has also contributed to the discovery process in this case by producing
13 David Ramberg, Assistant Director to the City's Administrative Services department, as its person
14 most knowledgeable in response to Defendants Samsung SDI Co., LTD and Samsung SDI
15 American, Inc.'s FRCP 30(b)(6) deposition notice. In preparation for his deposition, Mr. Ramberg
16 spent approximately 30 hours conferring with the City's retained outside counsel and reviewing
17 documents produced by the City in discovery. In total, Mr. Ramberg's deposition lasted
18 approximately eight hours, during which he was questioned by counsel in this case.

19 8. In total, I estimate that Palo Alto has spent over 200 hours performing all of the
20 above-described duties on behalf of the class over the past four years. Palo Alto's retained outside
21 counsel have not made any promises regarding compensation for these service, and the City
22 willingly agreed to participate in this case with no guarantee of any benefit whatsoever. Based on
23 information obtained from its attorneys, the City believes that the time, effort, and information it
24 provided helped to make the settlement possible. Accordingly, the City respectfully requests that
25 the Court approve a service award on its behalf in the amount of \$1,500.

26 9. Attorneys in the City Attorney's Office has reviewed the terms of the settlements
27 with the Hitachi Maxell, LG Chem and NEC defendants, discussed those terms with the City's
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1 outside counsel. Palo Alto is aware of and approves all terms of the proposed settlements, as it
2 affects the City and the members of the Class.

3 10. Based upon this reading and discussions with Class Counsel, it is Palo Alto's
4 understanding that the Hitachi Maxwell, LG Chem and NEC defendants have agreed to settlements
5 totaling \$44.95 million. The City further understands in general terms that the monies will be
6 distributed on a *pro rata* basis to class members based on: (1) the number of Lithium Ion Batteries
7 purchased by the class member; and (2) the number of valid claims filed. Palo Alto also
8 understands that there will be no reversion of unclaimed funds to any defendant and, to the extent
9 that money is not able to be reasonably distributed to class members, it may escheat to federal or
10 state governments.

11 11. Palo Alto believes that the proposed settlements represent significant recoveries for
12 the class, and are excellent results considered in light of the risks associated with a complex and
13 costly trial. The City recognizes the uncertainty of success on any or all of the claims presented in
14 this litigation if this case were to go to trial.

15 12. Palo Alto understands that after these settlements were reached, this Court denied
16 class certification. This denial highlights the risks that plaintiffs face in collective actions such as
17 this. The City believes that litigation of this case on its own behalf, and not on behalf of a class,
18 would not be financially prudent given its damages in this case versus the resources available to the
19 international defendants who formed this cartel. The proposed settlements also permit an
20 immediate recovery to class members without the risk, delay, and expense of trial.

21 13. Palo Alto understands these settlement agreements were reached at arms' length.
22 Based upon its understanding of the class claims asserted in this litigation and its understanding of
23 the terms of the settlement agreement, the City believes the proposed settlements are fair, adequate
24 and reasonable, and in the best interests of class members, and should therefore be granted final
25 approval.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed May 26, 2017, in Palo Alto, California.

DocuSigned by:
Terence Howzell
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Terence Howzell

