

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: DEALER MANAGEMENT
SYSTEMS ANTITRUST LITIGATION**

This Document Relates To:

THE DEALERSHIP CLASS ACTION

MDL No. 2817
Case No. 18-cv-00864

Honorable Rebecca R. Pallmeyer

**DECLARATION OF PEGGY J. WEDGWORTH IN SUPPORT OF
DEALERSHIP PLAINTIFFS' AMENDED MOTION FOR DISTRIBUTION
OF NET SETTLEMENT PROCEEDS**

I, Peggy J. Wedgworth, declare and state as follows:

1. I am a partner of Milberg PLLC. During the pendency of this litigation, my firm has acted as Lead Counsel on behalf of the Dealership Class Plaintiffs and the Settlement Classes.
2. I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.
3. I submit this declaration in support of Dealership Plaintiffs' Amended Motion for Distribution of Net Settlement Proceeds, filed simultaneously herewith.
4. The Settled Defendants have paid a total of \$129,500,000 into the Settlement Fund.¹ This money (minus fees and expenses) has been earning interest since deposited. I have personally reviewed invoices and statements and confirmed the amounts that make up the Net

¹ CDK also agreed to fund up to \$250,000 in notice and claims administration costs. See ECF No. 1528-2 ¶ A.1(y). Reynolds agreed to fund up to \$250,000 for notice costs related to the Reynolds settlement. See ECF No. 427-2 ¶ E.13.

Settlement Fund as set forth in Section II.B of the memorandum of law in support of Dealership Plaintiffs' Motion filed concurrently herewith, which is a total of \$83,830,283. *See* Amin-Giwner 4th Dec. ¶ 15.²

5. All disputes concerning third-party filer Financial Recovery Services, Inc. ("FRS") claims have been resolved in accordance with previous court orders.

6. Where a claimant disagreed with Epiq's determination of the claim, Epiq reviewed all data including but not limited to invoices, Master Service Agreements and related documents, and data provided by claimant. Epiq and Lead Counsel worked diligently to ensure that only qualifying DMS purchases made were validated.

7. Similarly, when a claim was determined to be deficient or there were individual disputes, Epiq notified the claimant and Lead Counsel and investigated and handled each issue and provided resolution in a timely manner.

8. Lead Counsel agrees with Epiq's determinations and recommends that the Court approve Epiq's determinations regarding the payment of eligible claims and the denial of ineligible claims. Lead Counsel further recommends that the Court approve the distribution amounts to each approved claimant as set forth in Williams July 23, 2026 Declaration, ¶¶9-12, Exhibit D. *See* Amin-Giwner 4th Dec. ¶20.

9. Lead Counsel agrees with Epiq that settlement allocations for Class Members who used a TPF should be distributed directly to Class Members where no executed indemnification agreement has been provided. Distributions to TPFs (other than FRS) without a signed indemnification agreement risk undermining the integrity of the settlement. Lead Counsel

² Fourth Supplemental Declaration of Stephanie Amin-Giwner in Support of Plaintiffs' Amended Motion for Distribution of Net Settlement Proceeds filed concurrently with the Amended Distribution Motion is referenced herein as "Amin-Giwner 4th Dec."

recommends the Court approve distribution of settlement allocations directly to Class Members where a TPF has not submitted a signed and executed indemnification agreement to Lead Counsel or Epiq.

10. Lead Counsel recommends the Court approve distribution of settlement allocations directly to Class Members whose claims were filed by FRS and approved for payment by Epiq where FRS has not submitted a signed and executed indemnification agreement to Lead Counsel or Epiq. Where FRS has submitted a signed indemnification agreement designating a portion of the distribution to the claimant, and the remaining portion to FRS, lead counsel recommends that the Court approve the distribution in accordance with those indemnification agreements. *See Amin-Giwner 4th Dec. ¶ 4, 22.*

11. Epiq has provided Lead Counsel invoices detailing the fees and expenses it has incurred to administer the notice and claims of the Settlement Class Members. After reviewing such expenses, Lead Counsel has already paid \$283,356 to Epiq from the Settlement Fund, and \$94,553 additional administrative costs are outstanding to be paid upon court approval. *See Amin-Giwner 4th Dec. ¶¶15-17.* Epiq's fees, including the anticipated cost of completing this initial distribution, are \$377,909. *Id.* In addition, there are expert fees due in the amount of \$1,750 to Seth Neilson at Crimson Vista, and \$79,387 to Berkeley Research Group ("BRG"). A breakdown of these figures can be found in the memorandum of law (§II.B.) filed concurrently herewith. *See Id.* Upon approval of Plaintiffs' Amended Distribution Motion, these expenses will be paid. There are no additional attorney fees. Counsel received its attorneys' fees award and expenses in March 2025, pursuant to Court order that authorized attorneys' fees with interest and expenses to be paid. ECF No. 1545 ¶ 24.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 23rd day of July, 2026 at Birmingham, Alabama.

/s/ Peggy J. Wedgworth
Peggy J. Wedgworth