

**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

**SIGNED DECLARATION OF PEGGY J. WEDGWORTH IN SUPPORT OF
DEALERSHIP PLAINTIFFS' 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' 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 Settlement Fund as set forth in Section II.B of the memorandum of law in support of Dealership

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.

Plaintiffs' Motion filed concurrently herewith, which is a total of \$83,293,000. *See* Amin-Giwner Dec. ¶ 37.

5. With respect to the payment of late claims, Lead Counsel recommends to this Court that all late claims, received by November 14, 2025, should be accepted and those claims paid. Payment of these 221 late claims of the 7,373 total claims, which is 3% of the claims recommended for approval, and 2.88% of the funds to be distributed, will have a *de minimis* effect on the payment to qualified claimants who filed timely claims. *Id.*

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.

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 without a signed indemnification agreement risk undermining the integrity of the settlement. Lead Counsel recommends the Court distribute settlement allocations directly to Class Members where a TPF has not submitted a signed and executed indemnification agreement to Lead Counsel or Epiq.

10. Epiq has provided to 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 \$30,000 anticipated administrative costs is outstanding to be paid upon court approval. Epiq's total fees, including the anticipated cost of completing this initial distribution, are \$313,356. In addition, there are expert fees due in the amount of \$1,750 to Seth Neilson at Crimson Vista, and \$48,858.87 to Berkeley Research Group ("BRG"). Other outstanding and anticipated costs include estimated taxes (\$202,000), and a reissued incentive award (\$10,000). A breakdown of these figures can be found in the memorandum of law (§II.B.) filed concurrently herewith. Upon approval of Plaintiffs' 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 30th day of January 2026 at New York, New York.

/s/ Peggy J. Wedgworth
Peggy J. Wedgworth