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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ALABAMA

TUCKER OLIVER, et al. individually and on behalf of all others similarly situated, Plaintiffs, v. AMERICAN HONDA MOTOR CO., INC., and DENSO INTERNATIONAL AMERICA, INC. Defendants.	Case No. 5:20-cv-00666-MHH Chief Judge Madeline H. Haikala

JOINT DECLARATION OF W. DANIEL "DEE" MILES, III, ADAM J. LEVITT, AND CHRISTOPHER A. SEEGER IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

W. DANIEL "DEE" MILES, III, ADAM J. LEVITT and CHRISTOPHER A. SEEGER hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I, W. Daniel "Dee" Miles, III, duly licensed to practice law in the State of Alabama and admitted *pro hac vice* in this Action, am a partner at the law firm of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C ("Beasley Allen"), co-lead interim class counsel and one of proposed Class Counsel in this Action.

2. I, Adam J. Levitt, duly licensed to practice law in the State of Illinois, and admitted *pro hac vice* in this Action, am a founding partner of DiCello Levitt LLP ("DiCello Levitt"), co-lead interim class counsel and one of proposed Class Counsel in this Action.

3. I, Christopher A. Seeger, duly licensed to practice law in the State of New Jersey, and admitted to practice in this Court, am a partner at Seeger Weiss LLP, co-lead interim class counsel, and one of proposed Class Counsel in this Action.

4. We respectfully submit this joint declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). ECF No. 200. We have personal knowledge of the matters pertaining to the Action and the proposed Settlement and are competent to testify with respect thereto.

5. We are pleased to submit for the Court's preliminary approval the proposed Settlement of this Action, as set forth in the Settlement Agreement.[1] The proposed Settlement, if approved, will confer valuable benefits on the owners and lessees of 6,342,276 Honda and Acura vehicles that are eligible to participate in the Settlement. The Settlement is fair, reasonable and adequate, provides substantial benefits for the members of the proposed Class, and merits this Court's preliminary approval. The Settlement Agreement, together with its exhibits, was filed contemporaneously with the Motion. ECF No. 201.

BACKGROUND

6. This case arises from Honda's marketing and sale of Honda and Acura vehicles as safe, reliable, and durable without disclosing to consumers that the vehicles were equipped with a dangerously defective fuel pump, a critical component that supplies fuel to the vehicles' fuel injection system while the engine is in operation. These defective fuel pumps, all of which were manufactured by Denso, can cause the affected vehicles to run rough, unexpectedly stall, fail to accelerate, lurch and even to lose all engine power while in operation, increasing the risk of a crash ("Defective Fuel Pumps").

[1] Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement. *See* SA, § II.

7. Due to the presence of these Fuel Pumps in certain Honda and Acura vehicles, in 2020, Denso recalled 2,156,057 of its Fuel Pumps and Honda recalled 135,995 of its vehicles.

8. Plaintiff Oliver Tucker filed this class action on May 11, 2020, asserting claims against Honda and its parts supplier, Denso, arising from their manufacturing, marketing and sale of Honda and Acura vehicles equipped with Denso Fuel Pumps, which Plaintiffs alleged were defective. The Fuel Pumps contained low-density impellers that could fail under normal operating conditions, causing vehicles to stall, hesitate, or become inoperable, creating safety risks. ECF No. 1 ¶¶ 1–2, 6.

9. Plaintiffs claim that Honda marketed and sold certain Honda and Acura vehicles as safe, reliable, and durable without disclosing to consumers that the vehicles were equipped with a defective fuel pump, a critical component that supplies fuel to the vehicles' fuel injection system while the engine is in operation. These allegedly defective fuel pumps, all of which were manufactured by Denso, can cause the affected vehicles to run rough, unexpectedly stall, fail to accelerate, lurch and even to lose engine power while in operation, increasing the risk of a crash ("Fuel Pumps").

10. Prior to commencing litigation, counsel conducted a comprehensive investigation into the underlying facts of this case. We thoroughly studied the recall

notice, brought our automotive engineering expertise to reviewing and analyzing recall-related information on the NHTSA website, and other public sources. We conferred extensively with vehicle owners and consulted them about their own experiences with their vehicles' Fuel Pumps. Counsel carefully studied the customer complaints and reports on the NHTSA website as well as other publicly available information as part of this inquiry. Counsel retained and conferred with an independent automotive engineering expert ("Automotive Expert") to better understand the causes of the Fuel Pump problems and to explore potential remedies.

11. Counsel also conducted legal research to determine the viability of asserting various claims, including claims under the consumer protection statutes of potential clients' home states as more individuals began to reach out to Counsel. Counsel interviewed the potential clients about the internet and other research they did prior to purchasing or leasing their vehicles, and examined Defendants' marketing and advertising materials in various media outlets to assess whether they could properly allege that Defendants made material misrepresentations and/or omissions. Counsel researched the viability of common law claims and a nationwide claim for violation of the Magnuson-Moss Warranty Act. After Class Counsel satisfied themselves that viable claims could be asserted against Defendants, they conferred with and got approval from their clients to commence litigation.

12. As more consumers came forward and Plaintiffs' continued investigation began to yield additional material evidence, Plaintiffs amended their complaint twice in 2020. ECF Nos. 23, 43. On February 17, 2021, on Plaintiffs' motion, the Court consolidated *Cummings v. Honda Motor Co. Ltd*., No. 5:20-cv-02065 (N.D. Ala.),[2] with this Action, and Plaintiffs filed their Consolidated Complaint on March 1, 2021. ECF Nos. 52. Honda recalled an additional 624,552 vehicles between March and May 2021.

13. On May 3, 2021, Plaintiffs filed their 345-page Consolidated Amended Complaint ("CAC"). ECF No. 57. Plaintiffs asserted multi-state and state class claims for violations of state consumer protection statutes, strict liability, and fraud claims against both Defendants, and claims for breach of express and implied warranty, negligent recall, and a claim under the Magnuson-Moss Warranty Act on behalf of a nationwide class, against Honda. *Id.* ¶¶ 422–1338. The CAC incorporated expanded allegations concerning the causes of the defect, informed by the investigation conducted by an independent automotive engineering expert, and, again, alleged that Honda's Recalls failed to include all vehicles equipped with defective Fuel Pumps. *Id.* ¶¶ 218–68. Plaintiffs asserted 78 claims against Honda and 40 claims against Denso.

[2] Another action captioned *Nathaniel Booker et al. v. American Honda Motor Co., Inc.*, No. 2:20-cv-05166-SVW (C.D. Cal.), was filed in the Central District of California on June 10, 2020. On October 20, 2020, the *Booker* case was stayed pending resolution of this Action.

14. On June 15, 2021, Honda and Denso filed separate, lengthy, motions to dismiss the CAC, ECF Nos. 62–64, which were thoroughly briefed and submitted on September 27, 2021, ECF Nos. 73, 74, 81, 82. On October 4, 2022, the Court heard argument on the motions to dismiss and, on March 15, 2023, issued two detailed opinions granting in part and denying in part Honda's and Denso's motions to dismiss, with leave to replead some claims.[3] ECF No. 96. After the Court's rulings, Plaintiffs proceeded to discovery with 37 claims against Honda and 21 claims against Denso.

15. Plaintiffs later filed their Second and, on June 16, 2023, their Third Consolidated Amended Complaint ("TCAC"),[4] ECF No. 108, repleading the claims the Court dismissed without prejudice. The TCAC asserted multi-state and/or state claims for violations of state consumer protection statutes, breach of implied warranty, fraudulent omission, strict products liability, and negligent recall. Defendants moved to dismiss the TCAC, which the Parties briefed until September 2023. ECF Nos. 112–15, 117–18, 121–22.

[3] The Court denied Denso's motion to dismiss Plaintiffs' strict liability claims under the laws of one state, fraud claims under the law of two states, and consumer protection claims under the laws of two states. ECF No. 96. The Court also denied Honda's motion to dismiss Plaintiffs' breach of implied warranty claims under the laws of four states, fraud claims under the laws of six states, and consumer protection and strict liability claims under the laws of twelve states. *Id.*

[4] Plaintiffs filed TCAC for the sole purpose of removing the claims that had been dismissed without leave to replead. ECF No. 106 at 3 n.1; ECF No. 108 at 3 n.1.

16. In December 2023, Honda recalled an additional 2,490,460 Honda and Acura Vehicles, bringing the total Recalled Vehicle count to approximately 3.2 million.

17. On September 24, 2024, the Court denied Defendants' motions to dismiss the TCAC without prejudice, ECF No. 159, and Denso and Honda filed their answers to the TCAC on October 29 and October 30, 2024, respectively, ECF Nos. 163, 164. The case then proceeded to fact discovery, ultimately leading to the Settlement now before the Court.

DISCOVERY

18. Over nearly five years of litigation, Plaintiffs conducted an extensive factual investigation and engaged in substantial, hard-fought discovery to build their case for trial, which provided more than sufficient to evaluate the merits of their claims, and Defendants' defenses, for settlement.

19. Plaintiffs' investigation began prior to filing suit and continued throughout the litigation. Among other things, Plaintiffs' counsel analyzed: consumer complaints to identify trends in the patterns and symptoms of reported Fuel Pump issues, analyzed warranty and field data, Recall materials submitted to the National Highway Traffic Safety Administration ("NHTSA"), relevant technical literature, and other publicly available information relating to the Fuel Pumps.

Plaintiffs worked closely with an automotive engineering expert to assess the causes of the alleged defect and potential remedies.

20. After the Court's ruling on the first motions to dismiss, ECF No. 76, the Parties engaged in nearly two years of contested discovery requiring meet-and-confer efforts, negotiation of a confidentiality order and ESI protocol, and Court involvement. Honda and Denso ultimately produced 44,854 documents, including highly technical engineering and design materials, many of which were in a foreign language; warranty and field data; Recall strategy documents; and materials relating to the development, testing, and implementation of Recall countermeasures.

21. With the assistance of automotive experts, Plaintiffs' counsel thoroughly reviewed and analyzed these documents, focusing on confirming the alleged defect, assessing Recall countermeasures and scope of the Recall, and evaluating manufacturing and design processes. Plaintiffs also took depositions of four Honda and Denso engineers whose testimony confirmed the findings of Plaintiffs' experts concerning the alleged defect, the efficacy of the Recall countermeasures, and the scope of affected vehicles. Three Plaintiffs' Covered Vehicles underwent day's-long inspections by Plaintiffs' and Defendants' respective experts in Massachusetts, Louisiana, and Ohio. Plaintiffs also defended the depositions of nine Plaintiffs.

22. With fact discovery nearly complete and the case poised for expert discovery, on January 17, 2025, Defendants moved to extend the then fact discovery deadline of February 26, 2025, ECF No. 165, to June 26, 2025, which Plaintiffs opposed, ECF No. 166. On February 3, 2025, the Parties informed the Court that they had scheduled a mediation before Judge Rosen for March 14, 2025, to explore settlement, and, except for certain already scheduled depositions, sought an extension of pending deadlines, which the Court granted. ECF Nos. 168, 169.

SETTLEMENT NEGOTIATIONS AND MEDIATIONS

23. Settlement negotiations were conducted in good faith and at arm's length by experienced counsel only after Plaintiffs obtained substantial discovery and developed a detailed understanding of the technical, factual, and legal issues in dispute. Plaintiffs carefully evaluated the risks, costs, and delay associated with continued litigation, including class certification, summary judgment, trial, and appeal.

24. In aid of mediation, Plaintiffs' counsel synthesized the extensive evidentiary record into detailed, data-driven presentations used in advance of and during mediation. The presentations summarized the technical evidence, manufacturing history, warranty and field rate analyses, and Recall decision-making to test the Parties' competing positions and inform settlement discussions, and demonstrated that significant questions remained concerning the scope of the

affected vehicle population. Plaintiffs' presentations were carefully crafted to also demonstrate that there are viable and effective measures to address any such deficiencies. The evidence and analyses presented by Plaintiffs ultimately led to this Settlement, which covers all Honda and Acura vehicles equipped with allegedly defective Fuel Pumps, the very relief Plaintiff Oliver sought when he filed his complaint in May 2020, and every subsequent complaint. ECF No. 1 at 79–80.

25. On March 14, 2025, the Parties participated in a full-day in-person mediation followed by another full-day in-person mediation on April 21, 2025, at the conclusion of which the Parties executed a conditional merits term sheet. On August 27, 2025, the Parties engaged in another full-day mediation session to address all open terms of the Settlement. While the Parties did not resolve all issues during the mediation, the Parties continued to negotiate terms directly and reached agreement on the material substantive terms of relief by January 3, 2026.

26. Over the course of these negotiations, Plaintiffs and their counsel zealously advocated on behalf of Class Members and worked diligently to resolve complex issues to reach a fair resolution for the Class. Class Counsel's rigorous review and analysis of Defendants' productions and subsequent intense negotiations culminated in significant additional relief for the Class, including the expanded Limited Warranty for the approximately 3.25 million Recalled Vehicles and 3.1 million Class Vehicles that Honda had previously excluded from any market action.

Plaintiffs also obtained targeted confirmatory discovery to verify that all versions of particular models would be included in the Settlement. The Settlement, if approved, will provide meaningful relief to owners and lessees of all affected vehicles.

27. After the Parties reached agreement on the material terms of the substantive relief, they participated in a separate mediation session on January 13, 2026, to address Attorneys' Fees and Expenses, which did not result in an agreement. The Parties thereafter sought and obtained an extension to March 16, 2025, to their motion for preliminary approval, which was subsequently extended to March 31, 2025. ECF Nos. 191, 195, 197.

SETTLEMENT

28. In the Settlement, Honda agreed to provide a Limited Warranty for all of the approximately 6.3 million Covered Vehicles covering repair and replacement of all low-pressure Denso Fuel Pumps. The Limited Warranty will last for fifteen (15) years, measured from the In-Service Date, or up to 150,000 miles, whichever comes first. SA, § III.A.1. Any Covered Vehicle that exceeds these limitations as of the Final Effective Date will still receive ninety (90) days of Limited Warranty coverage, and any Fuel Pumps installed within those ninety days will still be covered by Honda's one (1) year genuine replacement parts warranty. *Id.*

29. Without cost to and upon request, Class Members whose fuel pumps are being replaced pursuant to the Limited Warranty shall be entitled to receive a

complimentary loaner vehicle by Honda Dealers upon reasonable notice. In appropriate circumstances, where the Class Member has a demonstrable need for a loaner vehicle comparable to the Covered Vehicle, Honda, through its dealers, shall use good faith efforts to satisfy the request. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Covered Vehicle at the Honda Dealer, or 24 hours after they are informed by the Honda Dealer that the repair on their Covered Vehicle has been completed, whichever is later. SA, § III.A.3(a).

30. If the Covered Vehicle is inoperable or is exhibiting a dangerous condition, Honda will provide a complimentary tow to a Honda Dealer upon reasonable notice. The Class Member may contact a Honda Dealer to arrange for towing to the nearest Honda Dealer. SA, § III.A.3(b).

31. The warranty remedy is the replacement of the allegedly defective Fuel Pumps with improved countermeasure fuel pumps that were specifically reformulated and manufactured ("Countermeasure Fuel Pumps"). The allegedly defective Fuel Pumps that gave rise to the recalls, as well as the Countermeasure Fuel Pumps, were the subject of intense scrutiny, through voluminous formal and confirmatory discovery and thorough testing and analysis by Plaintiffs' independent Automotive Expert. After testing the recalled Fuel Pumps and their components, the independent Automotive Expert concluded that the Fuel Pumps have a defective

impeller that is made of lower density material that makes it susceptible to deformation during operation, which in turn can cause the fuel pump to degrade or fail altogether. With thorough knowledge of the defect, Plaintiffs' Automotive Expert also conducted extensive testing and analysis of the Countermeasure Fuel Pump, and determined that the impellers in those fuel pumps were made of sufficiently robust material to function properly in their operating environment and thus could be expected to function as intended.

32. Using this knowledge, the Limited Warranty addresses Plaintiffs' overarching concern in this litigation – to ensure that the Fuel Pumps in the Covered Vehicles operate as intended and drivers, passengers, and other vehicles on the road will not be exposed to potentially unsafe conditions. Honda's Limited Warranty, and complimentary towing and loaner vehicles to Class Members, ensure that Class Members will not incur any expenses for repairs that may become necessary to address the alleged defect in the future.

33. The Settlement also includes an Out-of-Pocket Claims Process. SA, § III.D. This process covers all Class Members who previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were incurred prior to the Final Effective Date has expired. Claims may be submitted for reimbursement either by mail or via the Settlement Website. Class Members will have the opportunity to complete or correct

any deficiencies in their Claims, and Class Counsel shall be notified of any Claim rejections and have the opportunity to appeal to the Settlement Special Master.

34. As part of the Settlement, Defendants will fund a comprehensive Notice Program designed to reach Class Members with information about their rights and options under the Settlement Agreement. SA, § IV. This Notice Program is described in detail in the Settlement Agreement and in the Notice Plan identified in Exhibit 4. It includes direct notice to all known Class members, either by e-mail if a valid e-mail address is available, or by first class mail. It is expected that the vast majority of Class members will have e-mail or mail addresses that can be obtained through vehicle registration data, as vehicle owners and lessees are required to register their vehicles. The Notice Program also includes an extensive Supplemental Digital Campaign, including targeted notifications via internet banner ads and social media notifications in both English and Spanish that will provide settlement-related information to Class Members in substantially the manner provided in the Notice Plan attached here to Exhibit 4.

35. Defendants have agreed to pay all expenses for the relief provided in the Settlement Agreement.

ATTORNEYS' FEES, COSTS, CLASS SERVICE AWARDS

36. At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement, the Parties began negotiations of the amount of

attorneys' fees and expenses that, following application to the Court and subject to Court approval, would be paid separate from the Class relief. The Parties participated in a mediation under the auspices of the Hon. Gerald E. Rosen (Ret.) of JAMS ADR, Inc., to address these issues. The negotiations are ongoing and, if there is no agreement among the Parties, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed twenty-seven million dollars ($27,000,000), and reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to exceed six-hundred thousand dollars ($600,000). Class Counsel, on behalf of Plaintiffs, will apply to the Court for Class Representative service awards in an amount not to exceed five-thousand dollars ($5,000) each. Any service award would be in addition to the benefits that the Class Representative is entitled to receive as a member of the Settlement Class.

QUALIFICATIONS OF PROPOSED CLASS COUNSEL

37. I, Dee Miles, have more than 30 years' experience litigating complex cases on behalf of consumers and businesses in both individual and class action form. Over the last decade I have concentrated on work specifically involving vehicle defect class actions, while recovering billions of dollars for my clients and class members. My experience in automotive products litigation includes having been appointed to lead counsel or to other leadership positions in *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2672

(N.D. Cal.); *Chrysler-Dodge-Jeep EcoDiesel*, *In re Chrysler-Dodge- Jeep EcoDiesel Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2777 (N.D. Cal.); *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2151 (C.D. Cal.); *In re Polaris Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 18-cv-975 (D. Minn.); *In re: General Motors LLC, GM 5.3 Vortec Engine*, No. 3:16-CV-07244-EMC (N.D.CA.); *Weidman, et al v. Ford Motor Company*, No. 18-cv-12719 (E.D. MI.); *Simerlein et al. v. Toyota Motor Corporation et al.*, 3:17-CV-01021-VAB (D. Conn.); *Oliver, et al. v. Honda Motor Company Limited, et al*, 5:20-cv-00666-MHH (N.D.AL.); *Townsend Vance, et al. v. Mazda Motor of America, Inc. et al.,* 8:21-cv-01890-CJC-KES (C.D. Cal.); and *Cheng, et al. v. Toyota Motor Corp, et al.*, 1:20-cv-00629-WFK-JRC (E.D.N.Y.), which resulted in a settlement providing quality class-wide relief for the benefit of 4.9 million owners and lessees of Toyota vehicles equipped with Denso's low-pressure fuel pumps, including a 15-year warranty for covered parts, complimentary loaner vehicles and towing, as well as reimbursement for out-of-pocket repairs.

38. Separately, I currently serve on the PSC in *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2583 (N.D. Ga.); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.); *In re Wells Fargo ERISA 401(k) Litig.*, No. 16-CV-03405 (D. Minn.); and on the Discovery Committee

in *In re Takata Airbag Prods. Liab. Litig.*, MDL No. 2599 (S.D. Fla.); *In re Apple Inc. Device Performance Litig.,* MDL No. 2827 (N.D. Cal.); *In re Domestic Airline Travel Antitrust Litig.*, MDL No. 2656 (D.D.C.); *In re: ZF-TRW Airbag Control Units Products Liability Litigation,* MDL No. 20295 (C.D.CA); and *In re Blue Cross Blue Shield Antitrust Litig.*, MDL No. 2406 (N.D. Ala.) (recently promoted to the Executive/Settlement committee). A copy of Beasley Allen's resume is attached hereto as Exhibit A.

39. I, along with other lawyers in our firms, also represent(ed) plaintiffs in related cases arising from recalls of vehicles equipped with Denso's low-pressure fuel pumps, including *Cheng, et al. v. Toyota Motor Corp, et al.*, 1:20-cv-00629-WFK-JRC in the Eastern District of New York; *Oliver, et al. v. Honda Motor Company Limited, et al*, 5:20-cv-00666-MHH in the Northern District of Alabama; and *Townsend Vance, et al. v. Mazda Motor of America, Inc. et al.,* 8:21-cv-01890-CJC-KES in the Central District of California.

40. I, Adam J. Levitt, am a founding partner of DiCello Levitt and have more than 30 years of experience litigating complex cases on behalf of consumers and businesses in both individual and class actions. My experience in automotive products litigation includes having been appointed to lead counsel or to other leadership positions in: *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); *Sowa v. Mercedes-Benz USA*, LLC,

No. 1:23-cv-00636-SEG (N.D. Ga.); *In re Navistar MaxxForce Engines Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 1:14-cv-10318-JBG (N.D. Ill.); *In re Nissan N.A., Inc. Litig.*, No. 3:19-cv-00843 (M.D. Tenn); *Simerlein v. Toyota Motor Corp.*, No. 3:17-CV-01091-VAB (D. Conn.); *In re Gen. Motors LLC Ignition Switch Litig.*, MDL No. 2543 (S.D.N.Y.); and *In re MyFord Touch Consumer Litig.*, No. 3:13-cv-03072-EMC-TSH (N.D. Cal.). I am co-lead class counsel in *Siqueiros v. General Motors LLC*, No. 16-cv-07244-EMC (N.D. Cal.), which recently settled for $150 million after Beasley Allen and DiCello Levitt successfully litigated the case to a jury verdict for three certified classes. *Hampton v. Gen. Motors LLC,* No. 6:21-cv-00250-KEW (E.D. Okla.) is a companion case to *Siqueiros* that my firm and Beasley Allen also recently settled for $25 million. I have also successfully represented the State of New Mexico in cases involving automobile defects and deceptive marketing, including *New Mexico v. Volkswagen Grp. of Am., Inc.*, No. D-101-CV-2016-00131 (Santa Fe Cnty., N.M.); and *New Mexico ex rel. Balderas v. Takata Corp.*, No. D-101-CV-2017-00176 (Santa Fe Cnty., N.M.). A copy of DiCello Levitt's resume is attached hereto as Exhibit B.

41. I, Christopher A. Seeger, have led some of the most complex, groundbreaking, and high-profile litigations in the U.S. representing plaintiffs and achieving landmark settlements in cases including *In re 3M Combat Arms Earplug Prods. Liab. Litig.*, MDL No. 2885 (N.D. Florida), *In re Nat'l Prescription Opiate*

Litig., MDL No. 2804 (N.D. Ohio), *Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.), *In re National Football League Players' Concussion Injury Litig.*, MDL No. 2323 (E.D. Pa.), *In re Volkswagen "Clean Diesel" Mktg., Sales Practices and Prods. Liab. Litig.*, MDL No. 2672, *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657 (E.D. La.), *In re Syngenta AG MIR 162 Corn Litig.*, MDL No. 2591 (D. Kan.), *In re Mercedes-Benz Emissions Litig.*, 16-cv-881 (D.N.J.).

42. My notable additional leadership roles include:

- *Apple Inc. Smartphone Antitrust Litigation*, MDL No. 3113 (D.N.J.): Co-lead counsel in antitrust class action representing direct purchaser consumers accusing Apple of illegally monopolizing the smartphone market.
- *In re Testosterone Replacement Therapy Prods. Liab. Litig.*, MDL No. 2545 (N.D. Ill.): Co-Lead Counsel appointed by the Hon. Matthew Kennelly, representing individuals injured by testosterone medications. Mr. Seeger is lead trial counsel.
- *Proton-Pump Inhibitor Products Liability Litigation* (No. II), MDL No. 2789 (D.N.J.): Co-lead counsel representing individuals injured by gastric acid reduction medication, obtaining more than $533.5 million in settlements with multiple defendants.

- *FieldTurf Artificial Turf Marketing & Sales Practices Litigation*, MDL No. 2779 (D.N.J): Co-lead counsel prosecuting class action for fraud, product defect, and related claims.
- *In re Invokana Prods. Liab. Litig.*, MDL No. 2750 (D.N.J.): Co-Lead Counsel appointed by the Hon. Brian R. Martinotti, representing individuals injured by diabetes medication.
- *In re Fresenius Granuflo/Naturalyte Dialysate Prods. Liab. Litig.*, MDL No. 2428 (D. Mass.): Plaintiffs' Executive Committee member appointed by the Hon. Douglas P. Woodlock. Mr. Seeger was scheduled to lead the first bellwether trial in 2016 and the claims settled prior to trial.
- *In re Zyprexa Prods. Liab. Litig.*, MDL No. 1596 (E.D.N.Y.): Liaison Counsel appointed by the Hon. Jack B. Weinstein. Mr. Seeger was a chief negotiator of a national $700 million settlement with Eli Lilly for over 8,000 claims.
- *In re Depuy Orthopaedics, Inc. ASR Hip Implant Prods. Multidistrict Litigation*, MDL No. 2197 (N.D. Ohio): Plaintiffs' Executive Committee member appointed by the Hon. David A. Katz. Mr. Seeger assisted in the negotiation of a settlement worth almost $3 billion.

A copy of Seeger Weiss's resume is attached hereto as Exhibit C.

43. Proposed Class Counsel are well positioned to assess the benefits of the proposed Settlement and do hereby fully endorse it as fair, reasonable, and adequate.

44. We declare under penalty of perjury that the foregoing is true and correct.

DATED: April 14, 2026

Respectfully submitted,

/s/ W. Daniel "Dee" Miles, III
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