UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WISCONSIN

MILWAUKEE DIVISION

IN RE: GENERAC SOLAR POWER SYSTEMS MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION This Document Related to All Cases	Case No. 2:23-md-03078 **DECLARATION OF MARK P. CHALOS IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Mark P. Chalos, declares under penalty of perjury:

1. I am an attorney duly licensed to practice law in the State of Tennessee and am admitted *pro hac vice* to practice before this Court. I make this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement.

2. I have personal knowledge of the facts set forth in this Declaration based on active participation in all aspects of the litigation and proposed resolution of this Action. If called upon to testify, I could and would testify competently to the truth of the matters set out in this Declaration.

3. On July 18, 2023, this Court appointed me to serve as Interim Co-Lead Counsel for the putative class along with Ian J. Barlow, Scott C. Harris, and James J. Rosemergy. (ECF 11) I am a partner with Lieff Cabraser Heimann & Bernstein, LLP. Mr. Barlow is a partner with Kershaw Talley Barlow PC, Mr. Harris is a partner with Bryson Harris Suciu DeMay PLLC (formerly with Milberg Coleman Bryson Phillips Grossman, LLC), and Mr. Rosemergy is a partner with Carey Danis & Lowe. We have worked closely together, along with Harper T. Segui, formerly of Milberg Coleman Bryson Phillips Grossman, LLC, and currently a partner with Lee Segui PLLC. Subsequently, Mr. Barlow, Mr. Harris, Mr. Rosemergy, Ms. Segui, and myself were appointed as Settlement Class Counsel. (ECF 81)

4. Interim Co-Lead Counsel with the assistance of the Plaintiffs' Liaison Counsel and the Plaintiffs' Steering Committee have actively participated in the representation of named Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan

Slater, Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman ("Plaintiffs" or "Settlement Class Representatives") in this litigation.

A. INTRODUCTION

5. The proposed Settlement is an outstanding result for the proposed Settlement Class. A class of current Owners and Primary Users of Generac PWRcell residential solar power systems will recover $15,000,000 through a non-reversionary settlement fund under the proposed Settlement, less any Court-approved fees and litigation expenses.

6. The proposed Settlement also provides other benefits. Generac has further agreed to change the limited warranty for the PWRcell System. For systems originally including SnapRS 801 or 801A devices, the start date of the 25-year warranty for SnapRS 802 devices will be calculated from the replacement date of 801 or 801A or installation of RS802s. System Owners need not have previously registered their Systems or have had continuous internet connectivity to make a warranty claim related to any SnapRS device. This provides substantial relief for the approximately 38,464 Settlement Class Members throughout the United States.

7. This Declaration provides an overview of the work performed by Settlement Class Counsel to develop the claims and evaluate the defenses in this case, and ultimately reach this proposed Settlement. The Declaration outlines the work that Settlement Class Counsel will continue conducting to ensure fair and equitable disbursement of the Settlement proceeds to Settlement Class Members. Finally, the Declaration sets forth why Settlement Class Counsel believe that the proposed Settlement provides fair, reasonable, and adequate relief to the proposed Settlement Class.

B. THE WELL-PLEADED COMPLAINT AND THE EXTENSIVE DISCOVERY THAT FOLLOWED

8. Following cases being filed beginning in October 2022, a Petition for Transfer and Consolidation pursuant to 28 U.S.C. § 1407 was filed on March 3, 2023. Following briefing and oral argument, the cases were transferred by the JPML to this Court on June 2, 2023.

9. After resolution of competing motions for appointment of leadership and the entry of other administrative orders, Plaintiffs filed their Consolidated Class Action Complaint on September 1, 2023. (ECF 18) Plaintiffs asserted the following causes of action on behalf of a nationwide class and/or the states in which they reside:[1] Magnuson Moss Warranty Act (Count One); breach of implied warranty under the Uniform Commercial Code (Count Two); breach of express warranty under the Uniform Commercial Code (Count Three); breach of contract or common law warranty in the alternative (Count Four); fraudulent concealment (Count Five); fraud by intentional misrepresentation (Count Six); negligent misrepresentation (Count Seven); negligence (Count Eight); unjust enrichment (Count Nine); violation of the California Unfair Competition Law (Count Ten); violation of the California Consumer Legal Remedies Act (Count Eleven); breach of implied warranties under the Song-Beverly Consumer Warranty Act (Count Twelve); breach of express warranties under the Song-Beverly Consumer Warranty Act (Count Thirteen); violation of the Georgia Uniform Deceptive Trade Practices Act (Count Fourteen); violation of the Georgia Fair Business Practices Act (Count Fifteen); violation of the Illinois Uniform Deceptive Trade Practices Act (Count Sixteen); violation of the Illinois Consumer Fraud Act (Count Seventeen); violation of the Indiana Deceptive Consumer Sales Act (Count Eighteen); violation of the Michigan Consumer Protection Act (Count Nineteen); violation of the Missouri Merchandise Practices Act (Count Twenty); violation of the New York General Business Law

[1] In addition to the Nationwide Class, Plaintiffs brought claims on behalf of the following state classes: California, Florida, Illinois, Indiana, Michigan, Missouri, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia.

(Counts Twenty-One and Twenty-Two); violation of the North Carolina Unfair Trade Practices and Consumer Protection Laws (Count Twenty-Three); violation of the Ohio Consumer Sales Practices Act (Count Twenty-Four); breach of implied warranty in tort based on Ohio law (Count Twenty-Five); violation of the Oregon Unfair Trade Practices Act (Count Twenty-Six); violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (Count Twenty-Seven); violation of the Tennessee Consumer Protection Act (Count Twenty-Eight); violation of the Texas Deceptive Trade Practices Act – Consumer Protection Act (Count Twenty-Nine); and violation of the Virginia Consumer Protection Act (Count Thirty). (ECF 18)

10. The common factual basis underlying all of Plaintiffs' and Settlement Class Members' claims is that Generac designed, manufactured, marketed, and sold the PWRcell Systems with allegedly defective Snaps that allegedly caused Settlement Class Members to suffer damages. Plaintiffs, like all Settlement Class Members, purchased Systems that were designed, manufactured, marketed, and sold by Generac with allegedly defective Snap devices. Plaintiffs have suffered several types of harm, which include injury at the time of purchase due to Generac's omission of the alleged defect and subsequent economic loss including in the form of repairs and lost energy production.

11. Generac filed a motion to dismiss the complaint in its entirety. (ECF 33) Plaintiffs successfully opposed the motion other than the claims based on affirmative misrepresentations. (ECF 37) Each of Plaintiffs' claims survived, as did each proposed Class.

12. The Parties have been actively engaged in extensive discovery. The Parties negotiated and entered into numerous protocols governing discovery, including a Protective Order (ECF 20), an ESI Protocol (ECF 22), an Inspection Protocol (ECF 29), and a Preservation Protocol (ECF 63), each entered by the Court. The Parties have also exchanged initial disclosures, as well

as interrogatories and requests for production of documents and corresponding responses. As the Parties met and conferred (for nearly twenty hours) about these discovery requests and responses, Generac made a preliminary production of documents related to Generac's root cause analysis of the alleged product failures, which Plaintiffs and their experts reviewed and analyzed. More recently and following the conclusion of meeting and conferring, Generac began additional document productions on a rolling basis, and those materials were reviewed and analyzed. To date, Plaintiffs have analyzed over 47,000 pages of documents produced by Generac.[2] Because the Parties met and conferred and ultimately settled on custodians and ESI search terms, Plaintiffs have a reasonable estimate that tens of thousands of additional pages of discovery have yet to be produced and would be in the course of fact discovery.

13. As document-related discovery has been ongoing, the Parties moved forward with in-person, day-long expert inspections of each Named Plaintiff's System, traveling to all thirty-one Plaintiffs' homes across the country. The Parties' experts collected data throughout the day to monitor and evaluate the performance of each System. Plaintiffs' experts, along with Defendants' experts, would jointly review the installation of a Named Plaintiff's solar panels on the roof, in addition to accounting for the Named Plaintiff's Snaps when possible. The experts would also jointly inspect the Named Plaintiff's battery units if available as well as the PWRcell System inverter attached to the Named Plaintiff's home. As part of inspecting the inverter, the experts would download extensive information from the inverter. During the course of several hours, the System production levels would also be monitored. Over the course of eight months, the Parties undertook the extensive process of planning, coordinating, and executing the site inspections. The

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[2] Additionally, Plaintiffs have also sent subpoenas to several third parties, engaged in several meet and confers, and collected hundreds of pages of documents from these third parties, including Generac's third-party manufacturers, product testing companies, and installers.

Parties further coordinated securing, shipping, and storing any evidence from Plaintiffs' Systems for future destructive testing. Prior to mediation, the Parties participated in numerous follow-up calls to coordinate follow-up visits to certain Plaintiffs' Systems for further examination.

14. Additionally, on June 12, 2025, Plaintiffs' counsel and experts traveled to Portland, Maine, to inspect the field-returned (and other) SnapRS devices in Generac's possession, and selected exemplars for joint testing.

15. The Parties also met and conferred numerous times regarding ongoing warranty service to Named Plaintiffs' Systems provided by Generac's authorized dealers and service technicians to determine how to preserve Snaps from putative Class Members for litigation purposes. The Parties agreed to specific instructions and protocols for Generac's service technicians to use and locations from which Snaps would be gathered for later expert inspection and testing.

16. Further, Plaintiffs noticed the deposition of Generac pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and took the depositions of two witnesses designated by Generac to testify as to Generac's data collection, management, and retention policies.

17. Plaintiffs' experts—in addition to the site inspections—conducted an extensive years-long investigation and analysis of the Snaps. Plaintiffs utilized both an electrical engineer to analyze the circuitry of the Snaps and a mechanical engineer with decades of experience reviewing solar system components and installations. Plaintiffs' experts also conducted independent investigations and analyses of the Snaps to understand the alleged defect as well as to develop further protocols for joint expert examinations and testing.

18. Plaintiffs' experts advised Plaintiffs on various protocols governing inspections and the preservation of evidence, which the Parties developed through an extended meet-and-confer

process. Plaintiffs' experts further assisted in the preparation of written discovery and reviewed key documents concerning Plaintiffs' theory of the case. They were heavily involved throughout the case and critical for assessing the strengths and weaknesses of Plaintiffs' claims.

19. Plaintiffs have dedicated significant time and effort to the case after more than three years of litigation and will continue to do so as necessary through the conclusion of this matter. They have no interests antagonistic to those of the proposed Settlement Class. Plaintiffs retained attorneys experienced in the prosecution of class actions, including consumer product and product defect cases; they have protected and will continue to protect the interests of putative Class Members.

20. The allegedly defective Snap devices, materiality of the alleged defect, Generac's knowledge of the alleged defect, and Generac's uniform warranty provisions, were central to the litigation. Resolving these common issues once in the context of a class action settlement is efficient and fair.

D. THE ARM'S LENGTH NEGOTIATION OF THE SETTLEMENT AGREEMENT

21. On August 7, the Parties exchanged mediation briefs and submitted those briefs to the mediator, Robert Meyer of JAMS in Los Angeles. Robert Meyer is a respected third-party neutral with experience in resolving complex class action litigation. The Parties attended an all-day mediation session with Mr. Meyer on August 14. In the end, the Parties were able to reach a settlement in principle.

22. Following the settlement in principle, the Parties continued to work together to negotiate trailing issues by exchanging drafts of the settlement agreement and conferring multiple times to discuss proposed changes. The Parties executed the final Settlement Agreement on January 9, 2026. The Parties spent over five months negotiating the Settlement Agreement.

23. Following the Court's order granting preliminary approval, Eisner Advisory Group ("EAG"), the Court-appointed settlement administrator, began the process of preparing the Notice Plan in accordance with the Court's order. During the course of EAG preparing notice, Plaintiffs' counsel came to understand that certain individuals who did not outright pay for their Systems but instead were able to participate in a United States Department of Energy grant program, may have technically been included in the definition of the Settlement Class. Upon this discovery, the Parties agreed to exclude these individuals from the Settlement Class. In order to do so, the Parties amended the language of the Settlement Agreement and submitted a proposed amended order granting preliminary approval (ECF 88), which the Court entered (ECF 89).

24. Only two objections to the Settlement were submitted. Upon review of the objections, counsel for the Parties met and conferred with counsel for the objectors to determine a path forward for addressing the concerns raised in the objections. As a result, the Parties came to a second modification to the Settlement Agreement to narrow the Settlement release. The modification still releases Generac from its liability but tightens the release such that derivative claims that may flow, for example, to institutions which financed the Systems, would not be inadvertently released and are otherwise preserved for Settlement Class Members to pursue, even if such derivative claims relate to the allegedly defective SnapRS components. To whatever extent these claims were previously preserved or released, counsel for the objectors now agree with the Parties that these claims are expressly not released. It is Settlement Class Counsel's understanding that as a result, the objections to the Settlement will be withdrawn.

25. Even before the two objections were submitted, Parties' counsel was engaged in similar discussions with certain state Attorneys General offices relating to their investigations and litigation concerning solar energy system sales practices. The Attorneys General raised questions

about the scope of the release and its potential impact on their investigations and cases. After a series of Zoom calls and email communications, the Parties agreed to modified release language to avoid any inadvertent impact on the states' pending investigations and litigation. The Attorneys General also asked extensive questions about the context, background, and terms of the proposed Settlement. The Parties had already agreed to modify the release with substantively similar revisions prior to the filing of any objections based upon the discussions with the Attorneys General. As of the date of this filing, the undersigned have been advised that those state attorneys generals do not endorse the Settlement Agreement but nevertheless have no further questions regarding the Settlement.

26. The Parties believe that Settlement Class Members who objected or excluded themselves from the Settlement should receive an additional opportunity to review the modified release language to determine if it addresses any underlying bases for objecting or exclusion, and whether they wish to submit claims. The Parties raised the modified language with the Court and the Court entered an Order approving targeted supplemental notice to objectors and opt-outs as well as an extended claims deadline in the event they were interested in submitting a claim under the settlement. ECF 102.

27. In light of the timing of the modification, Plaintiffs intend to supplement their Final Approval briefing with updated claim submission numbers in advance of the Fairness Hearing.

28. The Settlement Agreement is the product of vigorous litigation, informed analysis of the strengths and weaknesses of the case, and hard-fought, arm's length negotiations. The Settlement achieves both a monetary payment for the Class and significant non-monetary relief, while eliminating all risks inherent in further litigation.

E. THE EFFORTS TO ENSURE MAXIMUM CLASS MEMBER RECOVERY

29. Following a competitive evaluation process, Plaintiffs proposed that Eisner Advisory Group LLC ("Eisner" or the "Settlement Administrator") be appointed to act as the class action notice administrator to implement the best notice practicable under the circumstances and to administer the claims and payment process.

30. Plaintiffs also conferred with the proposed Settlement Administrator to craft a Notice Plan that: (i) clearly describes the nature of the action, the definition of the Class, the claims and corresponding issues and defenses, the litigation posture, and the binding effect of a class judgment on members; (ii) states the right to opt out; and (iii) explains the procedures and deadlines for doing so. The Notice Plan provides for both direct and indirect notice as well as the creation of a Settlement Website – collectively ensuring adequate and comprehensive notice.

31. The expense of continued fact and expert discovery would be significant, and motion practice, trial, and likely appeal would have resulted in years-long delay in recovery for Settlement Class Members, if any recovery at all. At the conclusion of fact discovery would be extensive expert discovery and the likelihood of *Daubert* disputes. In addition, Plaintiffs expect that Defendants would have vigorously opposed any motion for class certification and moved for summary judgment. Losing at any of these stages, before ever reaching trial or appeal, would have doomed Plaintiffs' and the proposed Settlement Class's chance at recovery. Should Plaintiffs have successfully tried and then defended potential appeals, any remaining recovery would be years from realization. Adding to the risks of further litigation is the complexity of the alleged underlying product defect and the legal issues presented, which is avoided with this Settlement. System Owners and Primary Users are able to be compensated now, after three years of litigation, instead of possibly recovering at some uncertain time in the future, or not recovering.

32. The number of Snaps per System is easily ascertained by Owners and Primary Users of the System, which makes distribution of System Claim relief streamlined without imposing onerous burdens on Settlement Class Members.

33. Plaintiffs have and will continue to undertake extensive efforts to ensure fair and efficient disbursement of the Settlement benefits to all proposed Settlement Class Members.

F. CO-LEAD COUNSEL UNEQUIVOCALLY SUPPORT THE SETTLEMENT

34. Proposed Class Counsel have decades of experience litigating class actions—including litigating MDL and product defect class action cases—and unreservedly support this Settlement.

35. They submit their opinion that the Settlement is fair, reasonable, and adequate; that it was reached with the assistance of a respected third-party neutral after good faith, arm's length negotiations; and that its terms—both monetary and non-monetary—will provide meaningful and timely benefits to proposed Settlement Class Members.

36. In light of their experience, Class Counsel believe that the allocation plan will result in treating proposed Settlement Class Members equitably relative to each other. The allocation plan accounts for a number of variables in distributing the Settlement funds, including the size of proposed Settlement Class Members' systems and the overall risk borne by the Settlement Class Members as well as differences in energy loss and out of pocket costs. The ability to compensate proposed Settlement Class Members on each of these bases is a superb result for the proposed Settlement Class.

G. PROPOSED CLASS COUNSEL ARE ADEQUATE

Lieff Cabraser

37. I, Mark Chalos, am the Managing Partner of the Nashville office of Lieff Cabraser Heimann & Bernstein, LLP ("LCHB"). I am admitted to practice before the United States Supreme Court; United States Court of Appeals for the First, Sixth, and Seventh Circuits; the United States District Court for the Western, Middle, and Eastern Districts of Tennessee; the Northern District of Florida; and the courts of the State of Tennessee. I am the Past-President of the Tennessee Trial Lawyers Association and serve on its Board of Governors. On the national level, I have served as Co-Chair of the American Association for Justice (AAJ) Class Action Litigation Group. From 2012 to the present, I have been selected for inclusion by peers in The Best Lawyers in America in the fields of Consumer Protection Law, Mass Tort Litigation/Class Actions – Plaintiffs, Personal Injury Litigation – Plaintiffs, and Product Liability Litigation – Plaintiffs. I served as a Drafting Team Leader for "Guidelines and Best Practices for Large and Mass-Tort MDLs, (Second Edition)," Bolch Judicial Institute, Duke Law School, September 2018 (Drafting Team Leader). I am also on the adjunct faculty at Vanderbilt Law School, teaching The Practice of Aggregate Litigation.

38. I have been appointed to leadership roles in numerous complex civil proceedings, including: Co-Lead MDL Counsel and Co-Lead Trial Counsel in *In re Whirlpool Front Loading Washer Products Liability Litigation*, MDL 2001 (N.D. Ohio); Co-Lead Interim Class Counsel in *Miller v. Ford* (engine failures), Case No. 2:20- cv-01796 (E.D. Cal.); Co-Lead Class Counsel in *Weidman v. Ford* (brake failures), Case No. 2:18- cv-12719 (E.D. Mich.); Co-Lead Class Counsel in *Alger v. FCA US, LLC* (exploding headrests), Case No. 2:18-CV-00360 (E.D. Cal.); and Co-Lead Counsel in *Braziel v. Michigan Department of Environment, Great Lakes, and Energy* (consolidated litigation re: lead contamination of Benton Harbor's water system), Case No. 22-000046-MM (Michigan Court of Claims). I have served and currently serve in the leadership of

numerous MDLs and other aggregated litigations, including on Plaintiffs Executive Committees and Plaintiffs Steering Committees.

39. LCHB is an international law firm of approximately 125 attorneys with offices in San Francisco, New York, Nashville, and Munich. LCHB's practice focuses on complex and class action litigation involving consumer fraud, civil rights, employment, digital privacy, financial and securities fraud, antitrust, mass tort, and product liability matters. LCHB brings to the table a wealth of class action experience. A copy of LCHB's current firm resume, which describes some of the firm's experience in complex and class action litigation, can be found at https://www.lieffcabraser.com/pdf/Lieff_Cabraser_Firm_Resume.pdf.

Kershaw Talley Barlow PC

40. Upon information and belief, Ian J. Barlow is a partner with Kershaw Talley Barlow PC ("KTB"), a firm with a combined 75 years of diverse experience in class actions, mass torts, and other complex consumer and business litigation, including multi-district/multi-jurisdictional litigation in state and federal courts. The firm has tried multiple class actions to verdict as well as individual personal injury cases.

41. Mr. Barlow served in a leadership position in *Gilead Tenofovir Cases*, California Judicial Coordination Proceeding No. 5043, in San Francisco County Superior Court, and has served in essential roles in numerous consumer class action cases and mass torts involving safety concerns and/or property damage issues, including: *Essure Product Liability Cases*, California Judicial Coordination Proceeding No. 4887 (Alameda Cty. Super. Ct.); *In re: PG&E Corp., et al.*, No. 19-30088 (Bankr. N.D. Cal.); *In re: Pet Food Products Liability Litigation*, MDL No. 1850 (D.N.J.); *Nguyen et al. v. BMW of North America, LLC*, No. 3:10-cv-02257 (N.D. Cal.); *Sharma*

et al. v. BMW of North America, LLC, No. 3:13-cv-02274 (N.D. Cal.); and *Brown v. Electrolux Home Products, Inc*., No. 1:08-cv-00030 (S.D. Ga.).

42. Mr. Barlow has been practicing for over 15 years and graduated from the University of California, Berkeley and UCLA School of Law. He also earned a Master of Public Policy degree from the Luskin School of Public Affairs at UCLA. Mr. Barlow was selected for Best of the Bar by the *Sacramento Business Journal*, is consistently recognized as a Northern California Super Lawyer, and is regularly selected as a Top Lawyer by *Sacramento Magazine*. He is AV Preeminent-rated by Martindale-Hubbell and Super Rated by AVVO.

43. Additional KTB attorneys have also been active in this litigation, including another name partner at KTB, Stuart C. Talley, who has nearly 28 years of experience litigating state and federal multi-district/multi-jurisdictional mass torts and class action cases on behalf of consumers and individuals who have suffered personal injuries. Mr. Talley has served in numerous lead and co-lead counsel positions and has tried several individual and class cases to verdict. He served as co-lead counsel in a certified class action involving over 120,000 class members, *Sanchez v. California Public Employees' Retirement System, et al*., No. BC517444 (Los Angeles Cty. Super. Ct.), and in two certified consumer class cases involving an alleged product safety defect, *Olson v. FCA US LLC*, No. 2:18-cv-00360 (E.D. Cal.) and *Costa v. FCA US LLC*, No. 20-cv-11810 (D. Mass.). Mr. Talley was also integrally involved in defective hip mass tort MDLs, including *DePuy ASR™ Hip System Cases*, California Judicial Council Coordination Proceeding No. 4649 (San Francisco Cty. Super. Ct.), *In re: Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation*, MDL No. 2441 (D. Minn.), and *In re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*, MDL No. 2244 (N.D. Tex.).

44. Mr. Talley is regularly selected as a Northern California Super Lawyer, Top Lawyer by *Sacramento Magazine*, and is AV Preeminent-rated by Martindale-Hubbell. A firm biography is attached as **Exhibit 1.**

Bryson Harris Suciu & DeMay, PLLC

45. Upon information and belief, Scott C. Harris is a partner at Bryson Harris Suciu & DeMay, PLLC with 19 years of experience as a respected class action litigator and has represented plaintiffs in a wide variety of cases nationally. Mr. Harris is licensed to practice in the state and federal courts of North Carolina, Florida, Georgia, and Massachusetts. Mr. Harris regularly litigates complex cases and class actions throughout the country, including consumer class actions.

46. In addition to this matter, Mr. Harris' leadership experience includes court appointments as lead, liaison, class, or executive committee counsel roles, in the following selected matters: *In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litig.*, No. 15-cv-00018-JLL-JAD (D.N.J.) (member of the court-appointed Plaintiffs' Steering Committee in this MDL proceeding); *In Re: Allura Fiber Cement Siding Litig.*, 2:19-mn-02886 (D.S.C.) (member of the Plaintiffs' Steering Committee); *In Re: MI Windows and Doors, Inc, Prods. Liab. Litig.*, 2:12-mn-00001, MDL No. 2333 (D.S.C.); *In Re: Atlas Roofing Corporation Chalet Shingle Products Liability Litigation*, 1:13-md-02495 (N.D. Ga.) (Hon. Thomas W. Thrash, Jr.).

47. A firm biography is attached as **Exhibit 2.**

Carey Danis & Lowe

48. Upon information and belief, James J. Rosemergy is a partner with Carey Danis & Lowe, a law firm specializing in complex class action and mass tort litigation nationwide. He is licensed to practice before the United States Courts of Appeal for the Seventh, Eighth, Ninth, Tenth

and Eleventh Circuits, the United States District Courts for the Eastern District of Wisconsin, the Eastern District of Missouri, the Western District of Missouri, the Southern District of Illinois, the Northern District of Illinois, the District of Kansas, and the state courts of Missouri and Illinois. Mr. Rosemergy has co-authored the Missouri section of the ABA Survey of Class Action Law since 2018, and he is a member of the Board of Governors for the Missouri Association of Trial Attorneys, an organization devoted exclusively to plaintiff's litigation.

49. Since joining Carey, Danis & Lowe nearly 25 years ago, Mr. Rosemergy has played a leading role in numerous high-profile cases against major corporations, resulting in the recovery of billions of dollars in settlements for class members and individual clients, including cases involving defective products. For example, he was Co-Lead Counsel in *In re: Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation* (N.D. Ill. Case No. 1:06-cv-7023), a case involving defective control boards in front-load washing machines. That case resulted in a settlement for the class that provided for all claimants to receive 100% of their out-of-pocket losses incurred as a result of the defect. Mr. Rosemergy also served on the Science and Expert committee in *In re Philips Recalled CPAP, Bi-Level PAP*, and Mechanical Ventilator Products Liability Litigation (W.D.Pa. Case No. 2:21-mc-01230-JFC), a sprawling case involving class-based medical monitoring and economic loss claims, in addition to personal injury claims, that ultimately settled for more than $1.5 billion.

50. A firm biography is attached as **Exhibit 3.**

Lee Segui PLLC

51. Upon information and belief, Harper T. Segui is a founding Partner at Lee Segui PLLC. In her nearly 19 years of practice, Ms. Segui has represented plaintiffs in a wide variety of cases nationally, spending the majority of her career leading class action and complex litigation.

Specifically, Ms. Segui is currently serving as Co-Lead Counsel in *In re: Blackbaud, Inc., Customer Data Breach Litig.*, 3:20-mn-02972, MDL No. 2972 (D.S.C.), and was appointed co-lead counsel in *In re: All-Clad Metalcrafters, LLC, Cookware Mktg. and Sales Pracs. Litig.*, 2:21-mc-00491, MDL No. 2988 (W.D. Pa.) (Hon. J. Nicholas Ranjan). She was previously appointed to the Plaintiffs' Steering Committee in *In re: Windsor Wood Clad Windows Prods. Liab. Litig.*, 16-md-02668, MDL No. 2688 (E.D. Wis.) (Hon. Lynn S. Adelman) and *In re: Allura Fiber Cement Siding Litig.*, 2:19-mn-02886 (D.S.C.) (Hon. David C. Norton), where she is serving a vital role as settlement class counsel. She also played essential supporting roles in *In re: MI Windows and Doors, Inc, Prods. Liab. Litig.*, 2:12-mn-00001, MDL No. 2333 (D.S.C.) (Hon. David C. Norton); *In re: Pella Corporation Architect and Designer Series Windows, Marketing, Sales Practices and Prods. Liab. Litig.*, 2:14-mn-00001, MDL No. 2514 (D.S.C.) (Hon. David C. Norton); *In re: Atlas Roofing Corporation Chalet Shingle Prods. Liab. Litig.*, 1:13-md-02495 (N.D. Ga.) (Hon. Thomas W. Thrash, Jr.); and *Hamm v. Sharp Elecs. Corp.*, 5-19-cv-00488-JSM-PRL (S.D. Fla) (over $100 million value settlement in action involving allegedly defective microwaves).

52. Ms. Segui has co-authored several articles related to product defect liability and has been a speaker in multiple national continuing legal education conferences on complex class action litigation topics. Since 2013, she has been regularly selected to Super Lawyers Rising Stars, as a Top-Rated Class Action & Mass Torts Attorney.

53. A firm biography is attached as **Exhibit 4.**

54. These lawyers and law firms have dedicated significant resources to representing the proposed Class and prosecuting this action. They will continue to do so through the settlement and claims adjudication process.

55. Settlement Class Representatives forewent technical service on their Systems in order to preserve System error information for purposes of discovery and to benefit the Class as a whole, which is a notable sacrifice.

56. The executed version of the Second Addendum to the Parties' Settlement Agreement and Release Dated January 9, 2026 is attached as **Exhibit 5**.

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

Executed on September 15, 2026.

*/s/ Mark P. Chalos*__
Mark P. Chalos

CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2026, the foregoing was filed using the Court's CM/ECF service, which will send notification of such filing to all counsel of record.

/s/ *Harper T. Segui*
Harper T. Segui