

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE:

GENERAL MOTORS LLC IGNITION
SWITCH LITIGATION

No. 14-MD-2543 (JMF)

This Document Relates to:

ALL ECONOMIC LOSS ACTIONS

**DECLARATION OF STEVE W. BERMAN IN SUPPORT OF JOINT MOTION FOR
FINAL APPROVAL OF THE CLASS SETTLEMENT AND PLAN OF ALLOCATION
AND CERTIFICATION OF THE SETTLEMENT CLASS**

I, Steve W. Berman, declare, under penalty of perjury, as follows:

1. I am an attorney admitted *pro hac vice* in this litigation, am the managing partner of the law firm of Hagens Berman Sobol Shapiro LLP, and have personal knowledge of the matters described in this declaration and am competent to testify thereto.

2. Pursuant to Order No. 8, *In re Gen. Motors LLC Ignition Switch Litig.*, Case No. 14-md-02543-JMF (S.D.N.Y. 2014), in this litigation I have served continuously as Plaintiffs' Co-Lead Counsel with particular responsibility for the Economic Loss part of the MDL Action, along with Elizabeth Cabraser. The Court's Order Granting Preliminary Approval of Class Settlement, Directing Notice Under Rule 23(e), and Granting Related Relief (the Preliminary Approval Order) appointed Ms. Cabraser and me as Interim Class Counsel.

3. I respectfully submit this declaration in support of the Joint Motion for Final Approval of the Class Settlement and Plan of Allocation and Certification of the Settlement Class (the "Motion for Final Approval").

4. The information that I presented in my Declaration in Support of Joint Motion for Preliminary Approval of Class Settlement, Certification of Class for Purposes of Settlement, Approval of Notice Procedures, and Appointment of Class Counsel & Class Representatives (Dkt. No. 7818) applies with equal force to the Motion for Final Approval, and, consequently, I incorporate that declaration into this declaration in support of final approval.

5. I would like to comment on the reaction of the Class to the proposed Settlement. To date, Hagens Berman and its staff have received more than 700 calls and 50 emails from Class Members requesting information and assistance. In responding to these contacts, we have answered questions about the proposed Settlement and the claims process, and assisted Class Members who requested help in making their claims.

6. In responding to Class Member inquiries, attending to Class Member communications, and assisting with claims, we did not learn of any Class Member concern or dissatisfaction regarding the Subclass definitions or Judge Phillips' Allocation Decision. I continue to believe, in light of my intimate familiarity with the liability and damage evidence in the case, that Judge Phillips' Allocation Decision is within the range of reasonableness; that Allocation Counsel vigorously represented the interests of their assigned Subclass; that the number of Subclasses is sufficient; and that further Subclasses are not warranted.

7. As set forth in the Declaration of Jennifer M. Keough Regarding Implementation of Class Notice Plan and Settlement Administration, the notice program was very robust and included mailed notice not returned as undeliverable to over 26.6 million Class Members, email notice (that did not bounce back) to over 1.2 million Class Members, and publication notice. In my experience as a class action litigator for more than three decades, it is remarkable to have reached over 26 million Class Members with notice of the proposed Settlement and see such a small amount of objections (only two of which were validly filed) and 166 valid or near-valid opt-out requests. These diminutive rates of objection and opt out are lower than similar rates experienced in large court-approved automobile class settlements in which I have served as counsel, including *In re Volkswagen "Clean Diesel" Mktg., Sales Practices & Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.), and *In re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liab. Litig.*, 8:10-ml-02151 (C.D. Cal.).

8. In sum, the settlements, compromises, releases and transfers contemplated in the Settlement Agreement are fair, reasonable and given in exchange for valuable and reasonably equivalent consideration. In light of the inherent risks and costs associated with litigation, the Settlement Agreement is fair, reasonable, and adequate, and clearly falls above the lowest rung in

the range of reasonableness. Moreover, the Settlement Agreement treats Class members equitably and was the result of good faith, arm's-length negotiations. I respectfully encourage the Court to grant Motion for Final Approval.

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

Executed this 9th day of November, 2020 at Seattle, Washington.

/s/ Steve W. Berman

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party through the Court's electronic filing service on November 9, 2020, which will send notification of such filing to the e-mail addresses registered.

/s/ Steve W. Berman

Steve W. Berman