

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

IN RE:

22-MD-3050 (KPF)

CHANTIX (VARENICLINE)
MARKETING, SALES PRACTICES AND
PRODUCTS LIABILITY LITIGATION
(NO. II)

22-MC-3050 (KPF)

This Document Relates to All Actions

**JOINT DECLARATION OF JOSEPH P. GUGLIELMO, DAVID J. STANOCH, AND
CHARLES E. SCHAFER IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF SETTLEMENT**

We, Joseph P. Guglielmo, David J. Stanoch, and Charles E. Schaffer, pursuant to 28 U.S.C. §1746, declare as follows:

1. We are Class Counsel¹ of record for (i) Consumer Plaintiffs Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea (the “Consumer Plaintiffs”); and (ii) Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters’ Health Fund (the “TPP Plaintiffs,” and collectively with the Consumer Plaintiffs, the “Plaintiffs”) and Class Counsel for the Settlement Class. We submit this declaration in support of Plaintiffs’ Motion for Final Approval of

¹ “Class Counsel” are Honik LLC, Levin Sedran & Berman LLP, and Scott+Scott Attorneys at Law LLP. Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Class Action Settlement Agreement with Defendant Pfizer, Inc. (“Pfizer” or “Defendant”). ECF No. 131-1 (“Stipulation”).

Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. Our prior declaration in support of Class Counsel's request for attorneys' fees, reimbursement of litigation expenses, and Service Awards details the case investigation conducted by Class Counsel and discovery in the Action. By the time the Parties began settlement discussions, the Action was well into discovery. The Court had ruled on Pfizer's motion to dismiss, sustaining Plaintiffs' core claims and framing the issues for discovery. Class Counsel negotiated the settlement with a developed evidentiary record and a concrete understanding of both the strength of Plaintiffs' contamination and overpayment theories, and the defenses Pfizer would press at class certification, summary judgment, and trial.

3. Although Plaintiffs had not yet served a classwide damages model, the Settlement can be measured against Pfizer's net sales of Chantix during the approximately fourteen-month period on which any trial would have focused—beginning in September 2020, the latest date on which Pfizer was on notice of the presence of nitrosamines in Chantix and ending with Pfizer's final month of United States sales. Plaintiffs' damages model would be based on the claim that the presence of nitrosamines in Chantix caused them to overpay for Chantix. The exact amount of overpayment would be determined by and subject to expert analysis and evaluation. Pfizer's sales of Chantix during that period were approximately \$805.6 million. The \$44,000,000 Settlement thus delivers approximately 5.5% of those net sales. Although Pfizer did not disclose profits for Chantix, assuming a 20% profit margin, the \$44,000,000 would deliver approximately 27% of those profits—without the risk that the Class would recover nothing at all.

4. The Settlement Agreement filed at ECF No. 131-1 and as amended at ECF No. 142-1 to address a scrivener's error is the Parties' entire agreement resolving the Action, and no other

agreements were made in connection with the proposed Settlement.

5. Class Counsel determined the 20% allocation on the Available Settlement Fund attributed to Consumer Plaintiffs based on their analysis and estimation of the percentage amount of damages associated with consumers' purchases of Chantix compared to percentage amount of damages associated with the amounts paid by TPPs for Chantix.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge.

Executed in New York, New York, on September 28, 2026.

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo

Executed in Chadds Ford, Pennsylvania, on September 28, 2026.

/s/ David J. Stanoch
David J. Stanoch, Of Counsel

Executed in Philadelphia, Pennsylvania, on September 28, 2026.

/s/ Charles E. Schaffer
Charles E. Schaffer

CERTIFICATE OF SERVICE

On this 28th day of September, 2026, a true and correct copy of the foregoing was filed and served upon all counsel of record via the Court's CM/ECF system.

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo