

Exhibit 3

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 98
PENSION FUND, on behalf of itself and all
others similarly situated,

Plaintiff,

vs.

DELOITTE & TOUCHE, LLP;
DELOITTE LLP,

Defendants.

Case No. 3:19-cv-3304-JDA

CLASS ACTION

**DECLARATION OF ROBERT A. MEYER, ESQ., IN SUPPORT OF LEAD PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Robert A. Meyer, Esq., declare:

I submit this Declaration in my capacity as the mediator of the proposed Settlement in the above-captioned securities class action (“Action”) and in support of Lead Plaintiff’s Motion for Final Approval of Class Action Settlement and Plan of Allocation (“Final Approval Motion”). I make this Declaration based on personal knowledge to which, if called and sworn as a witness, I could and would testify competently.

I. Background and Qualifications

1. I am affiliated with JAMS in Los Angeles, California, as a mediator in complex business litigation pending throughout the United States including, among other things, securities class actions, derivative and stockholder actions, professional liability lawsuits against accounting and law firms, litigation involving banking and complex financial instruments, and other commercial disputes.

2. Prior to joining JAMS, I was a partner and Chair of Professional Services Litigation and General Counsel at Loeb & Loeb LLP, where I practiced from 1975 to 2017.

3. I am a Fellow of the American College of Trial Lawyers and have represented both plaintiffs and defendants in, among others, securities and class action suits, derivative litigation, accountants' professional liability lawsuits, and claims involving breach of contract and commercial fraud.

4. I earned my Bachelor of Arts degree from the American University School of International Service in 1972 and my Juris Doctor degree from Georgetown University Law Center in 1975.

5. The Parties' negotiations in this Action took place confidentially under my supervision, which was considered by the Parties to be a confidential settlement negotiation for the purpose of Rule 408 of the Federal Rules of Evidence. Accordingly, any disclosures made during such process are protected and this Declaration does not constitute a waiver by me or the Parties as to the confidentiality of such negotiations or Rule 408's protections.

II. The Settlement Negotiations Took Place at Arm's Length.

6. While I am limited in my ability to share specifics of the Parties' submissions, arguments, or process, I can represent with confidence that all communications and positions taken in the negotiations were thoughtful, well-reasoned, and extremely valuable in helping me understand the relative merits of each Party's positions, as well as the issues that would likely drive or deter reaching a resolution of this action by settlement. Work product uniformly reflected hard work and investment of substantial time and resources.

7. The mediation process extended over many years. On June 23, 2022, April 12, 2023, December 13, 2024, and April 23, 2025, counsel for Lead Plaintiff and Defendants participated in full-day mediation sessions before me. In each session, the participants included attorneys from

Lead Counsel, Cohen Milstein Sellers & Toll PLLC, and attorneys from Milbank LLP, counsel for Deloitte & Touche LLP and Deloitte LLP (“Deloitte”). For each session, representatives of the Parties also either attended or were available for consultation as needed.

8. In advance of each mediation session, the Parties exchanged and submitted detailed mediation statements or presentations, often accompanied by numerous exhibits. These submissions addressed complex liability issues, as well as the Parties’ respective views about damages and the potential application of the proportional liability provision of the Private Securities Litigation Reform Act. After reviewing these submissions, it was my opinion that negotiations would be difficult, contested, and protracted given the strong views and conviction of the Parties.

9. That opinion was borne out in each of the mediation sessions. Lead Counsel and Defendants’ counsel presented detailed arguments regarding their clients’ positions, which elaborated on arguments presented in their written submissions. Liability and damages were both hotly contested, and I engaged in extensive discussions with counsel on both sides to find common ground. I also challenged each side separately to address potential weaknesses in their positions and arguments. In addition to vigorously arguing their respective positions, the Parties exchanged rounds of settlement demands and offers. But during the first three formal mediation sessions, the Parties were not able to reach an agreement.

10. In the intervening months between each mediation session, the Parties returned to actively litigating the case. I remained in communication with each side and had multiple conversations with the Parties separately and jointly, during which the Parties presented additional information and argument in favor of their positions.

11. On April 23, 2025, counsel for Lead Plaintiffs and Defendants participated in a fourth mediation session before me. Like the prior sessions, the Parties engaged in good-faith negotiations. By that time, the negotiations and the case itself had progressed to the point that I concluded I could make a mediator's proposal to settle the Action for \$34 million.

12. On April 24, 2025, I informed the Parties that they had both accepted my proposal and thus reached an agreement-in-principle. The agreement-in-principle contemplated full releases of liability in return for a cash payment of \$34 million for the benefit of the Settlement Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. The parties executed a Term Sheet memorializing their agreement on June 17, 2025. The Term Sheet set forth, among other things, the Parties' agreement to settle and release claims against Defendants in return for a payment of \$34,000,000.00 cash.

13. The mediation process was an extremely hard-fought negotiation from beginning to end and was conducted by experienced and able counsel on both sides. Throughout the mediation process, the negotiations between the Parties were vigorous and conducted at arm's-length and in good faith. Though I am again limited in what I can disclose about these confidential negotiations, I can say that the arguments and positions asserted by all involved were the product of substantial work, they were complex and highly adversarial and reflected a detailed and in-depth understanding of the strengths and weaknesses of the claims and defenses at issue in this case.


III. Conclusion

14. Based on my decades of experience and the hundreds of mediations I have supervised, I believe that the Settlement represents a recovery and outcome that is reasonable and fair for the Settlement Class and all Parties involved. I further believe it was in the best interests of the Settlement Class that they avoid the burdens and risks associated with taking a case of this size and complexity to trial. I support the Court's approval of the Settlement in all respects.

15. Lastly, the advocacy on both sides of the case was excellent. Based on my review of the relevant papers—including numerous pleadings and mediation submissions—and the quality of the advocacy and presentations during the mediations, I can attest that the representation provided by counsel for each of the Parties was of the highest caliber. All Parties are represented here by counsel highly experienced in this type of litigation who have demonstrated a deep knowledge of the specific subject matter of this action, the related regulatory and other complex issues, the leverage points throughout the course of the litigation, realistic case valuation relative to damages as well as similar cases, and in particular, the downsides of continued litigation. Given their levels of expertise, I am confident that the Parties and their counsel were adequately informed to agree to the proposed Settlement.

16. Accordingly, I find the proposed Settlement to be fair and reasonable, and I strongly support the Court's approval of the Settlement in all respects.

I declare under penalty of perjury that the foregoing facts are true and correct and that this Declaration was executed this 17th day of DECEMBER, 2026.



Robert A. Meyer, Esq