

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEREMY RAYMO, et al., individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

FCA US LLC, a Delaware corporation,
and CUMMINS INC., an Indiana
corporation,

Defendants.

Case No. 2:17-cv-12168

Hon. Terrence G. Berg

Mag. Judge Stephanie Dawkins Davis

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Jeremy Raymo, Forrest Poulson, Gary Gaster, Brendon Goldstein, Manuel Pena, John Reyes, Dennis Kogler, Clarence “Todd” Johnson, Stephen Zimmerer, Justin Sylva, Ian Hacker, Jason Gindele, James Blount, Luke Wyatt, Chris Wendel, Darin Ginther, and Matt Baffunno (collectively, “Plaintiffs”), by and through their counsel, respectfully move the Court for an Order:

1. Granting preliminary approval of the proposed class action Settlement Agreement between Plaintiffs and Defendants FCA US LLC (“FCA US”) and Cummins Inc. (“Cummins”);
2. Preliminarily certifying a Class for purposes of settlement (“Settlement Class” as follows:

All persons and entities who purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington;¹

3. Preliminarily appointing Hagens Berman Sobol Shapiro LLP; Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Seeger Weiss LLP; and The Miller Law Firm, P.C. as Class Counsel;
4. Approving the form and content of, and distribution of the proposed short and long-form Class Notices, and authorizing the parties to retain JND Legal Administration as the Settlement Administrator; and
5. Entering the following schedule providing deadlines for events necessary to bring this proposed Settlement before the Court for consideration of a motion for final approval:

¹ Excluded from the Settlement Class are: Cummins and FCA; any affiliate, parent, or subsidiary of Cummins or FCA; any entity in which Cummins or FCA has a controlling interest; any officer, director, or employee of Cummins or FCA; any successor or assign of Cummins or FCA; and any judge to whom this Action is assigned, and his or her spouse; individuals and/or entities who validly and timely opt out of the settlement; and current or former owners of Class Vehicles that previously released their claims in an individual settlement with Cummins with respect to the issues raised in the Action.

EVENT	DATE
Class Notice Programs Begins	15 days after Preliminary Approval Order
Class Notice Program Completed	30 days after Preliminary Approval Order
Deadline for Motion for Attorney's Fees, Costs, and Incentive Awards	30 days after Preliminary Approval Order
Objection and Opt-Out Deadline	75 days after Preliminary Approval Order
Deadline for Report from Settlement Administrator re: Notice Program and Motion for Final Approval	95 days after Preliminary Approval Order
Deadline for Final Approval Motion	95 days after Preliminary Approval Order
Fairness Hearing	125 days after Preliminary Approval Order

In support of this Motion, Plaintiffs have contemporaneously filed a Memorandum of Law, with exhibits thereto.

In accordance with L.R. 7.1(a), Plaintiffs' counsel sought and obtained the concurrence of counsel for Defendants FCA US and Cummins in the relief sought by this Motion.

For the reasons set forth in the Memorandum of Law, Plaintiffs respectfully request that the Court grant their Unopposed Motion and enter the [Proposed] Order submitted to the Court.

DATED: May 22, 2024

Respectfully submitted,

By: /s/ Steve W. Berman

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Case No. 2:17-cv-12168

Hon. Terrence G. Berg

Mag. Judge Stephanie Dawkins Davis

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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STATEMENT OF ISSUES PRESENTED

1. Whether Plaintiffs' settlement with FCA US LLC ("FCA US") and Cummins Inc. ("Cummins"), embodied in the Settlement Agreement (attached as Exhibit 1), is fair, reasonable, and adequate, was negotiated in good faith in arm's-length negotiations, and should be preliminarily approved in light of federal judicial policy favoring settlement of class actions?

Suggested Answer: **Yes.**

2. Whether the Court should provisionally certify the Settlement Class as it is defined herein under Federal Rules of Civil Procedure 23(a) and 23(b)(3)?

Suggested Answer: **Yes.**

3. Whether the Court should appoint Hagens Berman Sobol Shapiro LLP; Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Seeger Weiss LLP; and The Miller Law Firm, P.C. as Class Counsel where they have extensive experience in similar class action litigation and resources to ensure the matter is resolved efficiently and effectively?

Suggested Answer: **Yes.**

4. Whether the Court should approve the Settlement Parties' proposed notices to Class Members where they fairly and fully apprise the prospective Members of the Class of the terms proposed in the settlement, the reasons for the settlement, the legal effect of the settlement, and provide Class Members with an opportunity to lodge

objections and/or opt out, and authorize Class Counsel to retain JND Legal Administration as Settlement Administrator?

Suggested Answer: **Yes.**

5. Whether the Court should enter the proposed schedule and set a date for a fairness hearing to consider any objections to the proposed settlement no earlier than 125 days after Preliminary Approval is granted?

Suggested Answer: **Yes.**

**STATEMENT OF CONTROLLING OR
MOST IMPORTANT AUTHORITY**

- Federal Rule of Civil Procedure 23
- *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997)
- *Beattie v. CenturyTel, Inc.*, 234 F.R.D. 160 (E.D. Mich. 2006)
- *Beattie v. CenturyTel, Inc.*, 511 F.3d 554 (6th Cir. 2007)
- *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003)
- *Daffin v. Ford Motor Co.*, 458 F.3d 549 (6th Cir. 2006)
- *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583 (E.D. Mich. 2006)
- *In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188 (E.D. Mich. Dec. 13, 2011)
- *In re Rio Hair Naturalizer Prods. Liab. Litig.*, 1996 WL 780512 (E.D. Mich. Dec. 20, 1996)
- *Senter v. Gen. Motors Corp.*, 532 F.2d 511 (6th Cir.)
- *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985 (S.D. Ohio 2001)
- *UAW v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007)
- *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838 (6th Cir. 2013)

Plaintiffs Jeremy Raymo, Forrest Poulson, Gary Gaster, Brendon Goldstein, Manuel Pena, John Reyes, Dennis Kogler, Clarence “Todd” Johnson, Stephen Zimmerer, Justin Sylva, Ian Hacker, Jason Gindele, James Blount, Luke Wyatt, Chris Wendel, Darin Ginther, and Matt Baffunno (“Plaintiffs”)² respectfully submit this Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement. Plaintiffs seek preliminary approval of the proposed Class Action Settlement (“Settlement” or “Settlement Agreement”) with FCA US LLC (“FCA US”) and Cummins Inc. (“Cummins”).

I. INTRODUCTION

Plaintiffs, FCA US, and Cummins (collectively, the “Parties”) have reached a proposed Settlement resolving Plaintiffs’ claims concerning model year 2013 to 2017 Dodge Ram 2500 and 3500 trucks with a Cummins 6.7-liter diesel engine (“Trucks”). The Settlement provides real and meaningful compensation to Class Members, with payments totaling \$6 million and Class Members receiving checks for an estimated \$100.40 without the need to file claims or surmount administrative barriers.

Plaintiffs alleged that Defendants defrauded consumers by developing, marketing, and selling the Trucks with an emissions system that did not perform as advertised, and failed to disclose material defects in the Trucks, namely a “washcoat

² Plaintiff Jeremy Batey is neither a signatory to the Agreement nor is he proposed as a Class Representative, but he is eligible for settlement benefits as a Class Member. Mr. Batey has been and remains incarcerated and unable to satisfy the duties of a class representative.

defect” and “flash defect” as described in the First Amended Class Action Complaint (“FAC”). ECF No. 17, PageID.2469. The proposed Settlement would resolve all of the claims asserted by Plaintiffs against Cummins and FCA US in this action.

The proposed settlement comes after many months of arm’s-length negotiations. The negotiations included direct settlement discussions, the exchange of settlement discovery materials, formal mediation sessions with Judge Morton Denlow (Ret.) in 2022, and with mediator Thomas McNeill in 2024, and numerous email and telephonic discussions. As a result of these negotiations, Plaintiffs have achieved a settlement that will provide substantial relief to the Class. The benefits the Class Members will receive through the Proposed Settlement are fair, reasonable, and adequate in light of the substantial risks of continued litigation.

Under the terms of the Settlement, Defendants will provide a total payment of \$6 million for the benefit of the Class. After deducting estimated notice and settlement administration costs, litigation costs, and allowable fees and incentive awards, counsel estimates that this settlement will result in a *pro rata* payment of approximately \$100.40 per Class Truck, in the form of a check mailed directly to Class Members using FCA US records, without the need to submit a claim form. This is an exceptional result for the Class, with direct payments and no administrative burden.

The proposed Settlement Class also satisfies the requirements of Fed. R. Civ. P. 23. The Class, with over 33,000 members, easily satisfies numerosity. And because

the claims asserted are based on a common course of conduct relating to substantially identical vehicles, the requirements of commonality and typicality are met. Further, he proposed Class has and will continue to receive adequate representation by experienced counsel in this case. The Court should grant certification under Rule 23(b)(3) because common issues of law and fact predominate, and class action is a superior method of adjudication.

Accordingly, the Settlement satisfies all the prerequisites for preliminary approval. Therefore, Plaintiffs respectfully request that the Court grant preliminary approval and enter the proposed Preliminary Approval Order.

II. PROCEDURAL HISTORY

Plaintiffs filed a Class Action Complaint on July 3, 2017 (ECF No. 1, PageID.1), and the First Amended Class Action Complaint (“FAC”) on October 4, 2018 (ECF No. 17, PageID.2469). On July 30, 2020, the Court entered an Order Granting in Part and Denying in Part Defendants’ Motions to Dismiss (“MTD Order,” ECF No. 50, PageID.6322), granting in part and denying in part Cummins and FCA’s motions to dismiss the FAC, in which the Court dismissed without prejudice (1) Plaintiffs’ claims against FCA and Cummins for violations of the RICO and MMWA statutes, (2) Plaintiffs’ state law claims for breach of contract in all states, (3) Plaintiffs’ claims for unjust enrichment asserted under the laws of California and

Texas, (4) Plaintiffs' claims for fraudulent omission in all states, and (5) Plaintiffs' claims for violations of state consumer protection statutes in all states. *Id.*

The Court preserved claims for unjust enrichment under Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington state law, and preserved Plaintiffs' state law claims against FCA US and Cummins for affirmative representations to the extent they do not rest on alleged misrepresentations found by the Court in its MTD Order to be non-actionable.

After engaging in direct settlement discussions and exchanging settlement discovery, the Parties engaged in formal mediation with Judge Morton Denlow (Ret.), including numerous follow-up negotiations via email and by telephone. As a result of these efforts, on October 3, 2022, Plaintiffs filed a motion seeking preliminary approval of a partial settlement between Plaintiffs and Cummins. ECF No. 72, PageID.7168. Defendant FCA opposed the settlement (ECF No. 74, PageID.7456), and after further briefing and oral argument, the Court issued an Order granting preliminary approval on September 30, 2023. ECF No. 97, PageID.8072. The Court's Order referred to representations made by Plaintiffs' counsel that the class comprised 17,705 members. *See, e.g., id.* at PageID.8082.

Before notice was issued to the Class, the Parties discovered that the original list of Class Vehicles provided by FCA was generated in error, and the true number of

class vehicles was not 17,705 as previously reported, but 33,918 vehicles. The Parties informed the Court of this error on December 4, 2023, at which time the Court instructed the Parties to engage in further settlement negotiations.

In accordance with this instruction, the Parties engaged a mediator, Tom McNeill, and engaged in extensive arms-length negotiations including a day-long mediation session on February 27, 2024, and numerous emails, video calls, and telephone calls with the mediator that ultimately resulted in the global settlement agreement presented for preliminary approval in this motion.

III. FACTUAL BACKGROUND

Plaintiffs have alleged that the Class Vehicles contain a washcoat defect, which, in simple terms, degraded the performance of the vehicles' emissions controls, leading to emissions in excess of federal standards, and forcing vehicles into "limp mode," creating safety risks and out of pocket expenses. Plaintiffs also allege a flash defect, which involved a "flash" update to the vehicles' computer systems that caused a significant reduction in fuel economy. Plaintiffs allege that despite knowledge of the defects, Defendants continued to market and sell the vehicles as low emissions trucks that met the relevant federal emissions standards. Defendants deny that these defects exist, that Plaintiffs and Class Members suffered cognizable damage, or that Defendants are liable to Plaintiffs and Class Members.

IV. THE SETTLEMENT AGREEMENT AND TERMS

A. The Settling Classes

Plaintiffs seek to certify the following Class for Settlement purposes only:

All persons and entities who purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 and July 13, 2016 in the following states: Alabama, California, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.³

See Ex. 1, Settlement Agreement, § II.A.5. According to FCA US records, 33,918 vehicles were sold in the relevant states during the November 26, 2015 to July 13, 2016 Class Period. *See* Ex. 4, Berman Decl., ¶ 3.

B. The Relief and Settlement Consideration

The Settlement provides substantial relief to the Settlement Class in the form of payments totaling \$6,000,000.00 from Cummins and FCA US into a Qualified Settlement Fund. *See* Ex. 1, Settlement Agreement, § III.A–C, F. Class Members, who reside in every state with surviving claims, will be entitled to a *pro rata* share of the Net Settlement Fund for each Class Vehicle purchased, with no claim forms required. Checks will be mailed to Class Members using purchase records provided by FCA US

³ Excluded from the Settlement Class are: Cummins and FCA US; any affiliate, parent, or subsidiary of Cummins or FCA US; any entity in which Cummins or FCA US has a controlling interest; any officer, director, or employee of Cummins or FCA US; any successor or assign of Cummins or FCA US; and any judge to whom this Action is assigned, and his or her spouse; individuals and/or entities who validly and timely opt out of the settlement; Class Members who previously released their claims in an individual settlement with respect to the issues raised in the Action. *Id*

(after using available tools to update addresses and locate Class Members who have moved). *Id.*, § III.G. Plaintiffs' Counsel estimates that after deducting any court-approved litigation expenses, incentive awards, attorney fees, and Settlement Administration costs, the recovery per Class Vehicle will likely be approximately \$100.40.⁴

The Settlement distribution process is designed to be efficient and easy for Class members. After the Final Effective Date of the Settlement, Settlement Checks reflecting the *pro rata* share of the Net Settlement Fund (estimated to be about \$100.40 per vehicle) will be mailed to all Class Members in the same manner as the Short Form Notice within 15 days of Settlement Fund availability. *Id.*, § III.G. – H. Approximately ninety (90) days after the issuance date of a check, the Settlement Administrator will mail a reminder notice to Class Members who have not cashed their checks. *Id.*, § III.H.1. – 2. Any Settlement Checks that are not cashed after 115 days from the date of mailing will be void, and the funds will revert to the Net

⁴ *See* Ex. 4, Berman Decl., ¶ 4. The per-vehicle recovery estimate assumes solely for purposes of preliminary approval that the Court will approve \$5,000 incentive payments for the Proposed Class Representatives, award 30% of the Net Settlement Fund as attorney's fees as permitted by the Settlement Agreement, and approve the Settlement Administrator's estimated costs for providing notice and distributing payments. Plaintiffs' Counsel has also conservatively estimated its litigation expenses, and that estimate is reflected in the per-vehicle recovery estimate. Plaintiffs' Counsel will include an accounting of all claimed costs and make a specific fee request in the anticipated motion for attorney's fees, costs, and incentive awards, and the final per-vehicle recovery will be calculated reflecting such amounts as the Court may approve in an Order granting final approval to the Settlement. *Id.*

Settlement Fund. *Id.*, § III.H.3. After all checks have either been cashed or expired, the Settlement Administrator will distribute the remaining Net Settlement Fund on a *pro rata* basis to Class Members who cashed their original checks if economically feasible in the same manner as the original distribution. *Id.*

C. Class Notice Program

The Notice Program is designed to be highly effective at providing actual notice to members of the Class. The Settlement includes direct notice by U.S. Mail of the Short Form Notice⁵ to all Class Members, using appropriately updated contact information drawn from FCA US sales records. *Id.*, § V.C. The Class Notice Program will also include publishing a Settlement Website, a Long Form Notice⁶ (available via the website or upon request), a toll-free telephone number to provide settlement information to members of the Class, and notice to State and Federal officials under the Class Action Fairness Act, 28 U.S.C. § 1715. *See* Ex. 1, Settlement Agreement, § V.B.–G.

Because the Class comprises people who purchased or leased *new* Ram 2500 and 3500 trucks, the Parties believe that FCA US's databases will contain a highly accurate list of the original purchaser or lessor Class Members, including addresses at the time of purchase. These addresses will be updated using tools available to the

⁵ *See* Ex. 2, Short Form Notice (Settlement Agreement Ex. 2).

⁶ *See* Ex. 3, Long Form Notice (Settlement Agreement Ex. 1).

Settlement Administrator, and copies of the Short Form Notice will be mailed to every Class Member at their most recent available address. *Id.*, § V.C., H.

D. Release of Claims

As set forth in the Settlement Agreement, Section VIII, in exchange for the above relief, Plaintiffs and the Settlement Class will release FCA US and Cummins from liability for all claims arising out of this litigation. *Id.* § VIII(B). However, the Settlement Agreement does not release claims relating to a separate litigation, *Biederman et al. v. FCA US LLC et al.*, No. 1:23-cv-06640 (N.D. Cal.), which are specifically exempted from the Release. *Id.* § VIII(I).

E. Class Member Requests for Exclusion or Objections

Any Class Member may make a request for exclusion by submitting a request in writing stating that the Class Member wishes to be excluded from the Class. *Id.*, § VI; *see also* Ex. 2, Short Form Notice, at p. 3 (“Can I Exclude Myself From The Class?”); Ex. 3, Long Form Notice, at p. 9 (Question 13 “Can I Exclude Myself From The Class?”). The deadline for submitting an opt-out request will be specified in the Court’s preliminary approval order – Plaintiffs’ Proposed Schedule would require requests to be postmarked within 75 days of Preliminary Approval. *Id.*, § VI.A.

Likewise, the Settlement Agreement states that any member of the Class may object to the Settlement. Ex. 1, Settlement Agreement, § VII. Objections must be postmarked by the date specified in the Preliminary Approval Order, and indicate “the

specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other information the Class Member wishes to introduce in support of the objections, a statement of whether the Class Member intends to appear and argue at the Fairness Hearing, and the Class Member(s) to which the objection applies." *Id.*, § VII.A. The Notices clearly state these requirements for Class Members. *See* Ex. 2, Short Form Notice, at p. 3 ("How Do I Object to the Settlement"); Ex. 3, Long Form Notice, at p. 11 (Question 17 "How Do I Object To The Settlement?"). Plaintiffs' Proposed Schedule would require any Objections to be postmarked within 75 days of Preliminary Approval.⁷

The Settlement Administrator will promptly report any requests for exclusion, objections, and/or related correspondence to the Settlement Parties, and the Settlement Administrator shall file with the Court a document detailing the scope, method, and results of the notice program along with a list of those persons who have opted out or excluded themselves from the Settlement not less than thirty days prior to the Final Approval Hearing.⁸ *See* Ex. 1, Settlement Agreement, § V.H.

⁷ Plaintiffs' Proposed Schedule would require the Notice Program to begin 15 days after Preliminary Approval and be completed within 30 days of Preliminary Approval. This provides a period of between approximately 45 and 59 days for Class Members to submit Exclusion Requests or Objections.

⁸ Plaintiffs' Proposed Schedule sets this deadline at 95 days after Preliminary Approval, 30 days before the Fairness Hearing.

F. Class Counsel Fees and Expenses, Plaintiffs' Service Awards, and Class Notice and Administration Expenses

1. Attorney's Fees, Litigation Expenses, and Service Awards

Counsel will file a motion for attorneys' fees and expenses prior to the fairness hearing, seeking attorneys' fees not to exceed 30% of the Settlement Fund. *Id.*, § IV.B. Class Counsel may also seek an award of out-of-pocket expenses incurred in prosecuting this case and estimated expenses through the final implementation of the Settlement Agreement. *Id.* Further, the Parties have agreed that Class Counsel may request Class Representative Service Awards of \$5,000.00. *Id.*, § IV.A.

2. Class Notice and Administration Expenses

All administration expenses, including notice to the Class Members of the proposed Settlement, will be paid from the Settlement Fund. The costs of Settlement Administration as shown in JND Legal Administration's proposal (Ex. 4, Berman Decl., ¶ 9, Ex. E) are estimated to be \$229,000, which includes the costs of 1) preparing the required Class Action Fairness Act ("CAFA") notice; 2) setting up and administering the Qualified Settlement Fund; 3) mailing copies of the Proposed Short Form Notice to class members; 4) processing Class opt-outs and objection; 5) setting up and managing telephone and website information portals and responding the Class Member emails; and 6) distributing payment checks to Class Members. *See id.* Plaintiffs' Counsel obtained competitive bids for providing Class settlement

administration services, and in their experience and judgment these estimated costs are reasonable and justified considering the size of the class. Ex. 4, Berman Decl., ¶ 9.

V. THE PROPOSED SETTLEMENT SATISFIES THE STANDARD FOR PRELIMINARY APPROVAL

Federal Rule of Civil Procedure 23(e) governs the settlement of class actions. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997). Under Rule 23(e), a class settlement must be “fair, reasonable, and adequate.” *UAW v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (citing *Granada Inv., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992); *Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983). The Sixth Circuit has recognized that “the law generally favors and encourages the settlement of class actions.” *Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981); *UAW*, 497 F.3d at 632 (“[W]e must consider—the federal policy favoring settlement of class actions[.]”); *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at *2 (E.D. Mich. Dec. 12, 2013) (“The Sixth Circuit and courts in this district have recognized that the law favors the settlement of class action lawsuits.”).

The Sixth Circuit relies on seven factors in evaluating class action settlements: (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest. *UAW*, 497 F.3d at 626; *see also Williams*, 720 F.2d at 922-23. In considering these factors, courts apply

a “strong presumption” in favor of finding a settlement to be fair. *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001) (“Being a preferred means of dispute resolution, there is a strong presumption by courts in favor of settlement.”); *see also Bautista v. Twin Lakes Farms, Inc.*, 2007 WL 329162, at *5 (W.D. Mich. Jan. 31, 2007). The seven-factors support approval of the Agreement.

A. There is No Fraud or Collusion

The Parties were represented by experienced counsel. Class Counsel have significant experience litigating numerous consumer class actions, including automotive defect cases. *See* Ex.4, Berman Dec. Exs. A-D. The Settlement Agreement was achieved through arm’s-length and good faith negotiations between the Parties with Judge Morton Denlow (Ret.), and further extensive negotiations with mediator Tom McNeill. There is no indication of fraud or collusion. *In re Telectronics Pacing*, 137 F. Supp. 2d at 1018 (“Courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered.”) (citing NEWBERG ON CLASS ACTIONS § 11.51 (3d ed. 1992)).

B. The Complexity, Expense, and Likely Duration of the Litigation Favor Approval

The Settlement in this action comes at an appropriate time. If the litigation continues, there will be substantial additional expense to the Settlement Parties associated with necessary expert discovery, dispositive motion practice, and pre-trial preparations. The Parties have negotiated at arm’s-length to reach a fair and

reasonable settlement, preventing the need for a drawn-out litigation consuming thousands of hours in attorney time, millions of dollars in litigation expenses for all Parties, and delayed (or non-existent) relief to the Class. If litigation continues, for example, the Settlement Parties will engage in extensive fact and expert discovery, including depositions, review of thousands of documents, and future briefing on motions to dismiss, class certification, and summary judgment. Moreover, a trial in this action would be complex given the relevant factual and legal issues involved.

Even if Plaintiffs prevailed at trial, it could be years before any Settlement Class member received any benefit in light of likely post-trial motions and appeals. In contrast, the Settlement provides substantial relief to Class members promptly and efficiently. “Whatever the relative merits of the parties’ positions, there is no such thing as risk-free, expense-free litigation.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 596 (E.D. Mich. 2006).

C. The Amount of Discovery Engaged in by the Parties Favors Approval

Even though Settlement negotiations began prior to the formal commencement of discovery, Plaintiffs have consulted extensively with their experts and engaged in settlement discovery relating to the alleged defects with Defendants. This allowed Class Counsel to make informed decisions regarding the terms of the Settlement and sufficiently assess whether they are fair, reasonable, and adequate.

D. The Likelihood of Success on the Merits Favors Approval

When evaluating the reasonableness of a class action settlement, courts consider “the risks, expense, and delay Plaintiffs would face if they continued to prosecute this complex litigation through trial and appeal and weighs those factors against the amount of recovery provided to the Class in the Proposed Settlement.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003). A settlement is generally viewed favorably because it “avoids the costs, delays, and multitudes of other problems associated with them.” *See In re Telectronics Pacing*, 137 F. Supp. 2d at 1013 (quotation marks and citation omitted).

Here, but for the Settlement, the litigation would continue to be contested, and counsel for all Parties were committed to litigate this case through trial and beyond. Accordingly, there are substantial risks and costs if this action were to proceed. While Class Counsel believes that the Plaintiffs and putative Class may ultimately prevail at trial, Class Counsel recognizes that ultimate success is not assured and believes that, when considering the risks of proving both liability and recoverable damages—and surviving appeal—the Settlement is unquestionably fair, adequate, and reasonable. *See, e.g., In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *11 (E.D. Mich. Dec. 13, 2011) (while plaintiffs may “remain optimistic about their ultimate chance of success[,] ... there is always a risk that Defendants could prevail with respect [to] certain legal or factual issues,” which weighs in favor of approval of settlement).

Avoiding unnecessary expense of time and resources clearly benefits all parties and the Court. *See UAW v. Ford Motor Co.*, 2006 WL 1984363, at *24 (E.D. Mich. July 13, 2006) (“The costs and uncertainty of lengthy and complex litigation weigh in favor of settlement.”).

Furthermore, since Class Counsel initially sought Preliminary Approval of the partial settlement with Cummins in October 2022, developments in the case law in the Sixth Circuit and in this District have significantly increased the risks to Plaintiffs and the Class of continuing litigation. Specifically, in April 2023, the Sixth Circuit issued its opinion in *In re Ford Motor Co. F-150 & Ranger Truck Fuel Econ. Mktg. & Sales Pracs. Litig.*, 65 F.4th 851 (6th Cir. 2023), holding that state-law fraud and consumer protection claims were impliedly preempted by the Energy Policy and Conservation Act. In June 2023, a court in this District issued Orders dismissing two cases asserting similar state-law claims against vehicle manufacturers relating to alleged excessive diesel vehicle emissions. *See In re Duramax Diesel Litig.*, 681 F. Supp. 3d 767 (E.D. Mich. 2023); *Counts v. Gen. Motors, LLC*, 606 F. Supp. 3d 678 (E.D. Mich. 2023). In those cases, Judge Ludington extended the holding in *Ford* and found that the plaintiffs’ state-law claims were similarly preempted by the Clean Air Act (“CAA”). And in January 2024, this Court similarly found that state-law claims against FCA US and Cummins relating to alleged excessive diesel emissions were impliedly preempted by the CAA. *See Bledsoe v. FCA US LLC*, 2024 WL 445334 (E.D. Mich. Jan. 26,

2024). Although Plaintiffs' Counsel does not concede that *Ford*, or the reasoning reflected in the *Duramax*, *Counts*, or *Bledsoe* decisions, applies to the claims asserted here, the similarity of the facts and claims presents a significant increase in the risk that continuing litigation could result in the dismissal of the claims in this case, which would eliminate any compensation for Class Members.

E. Experienced Class Counsel's Opinions Favor Approval

In considering approval of a proposed settlement, "[t]he Court should also consider the judgment of counsel and the presence of good faith bargaining between the contending parties." *Rankin v. Rots*, 2006 WL 1876538, at *3 (E.D. Mich. June 27, 2006). Class Counsel here have extensive experience in handling class action cases, including automotive defect cases like at issue here. Class Counsel have thoroughly investigated and analyzed the claims alleged in this action and made informed judgments regarding the Settlement and believe it is fair, reasonable, and adequate. Class Counsel also engaged in good-faith bargaining overseen by experienced mediators, further weighing in favor of preliminary approval.

F. The Settlement Is Fair to Absent Class Members

This factor evaluates whether the settlement "appears to be the result of arm's-length negotiations between the parties and fairly resolves all claims which were ... asserted." *In re Rio Hair Naturalizer Prods. Liab. Litig.*, 1996 WL 780512, at *14 (E.D. Mich. Dec. 20, 1996) (internal citation omitted). As set forth above, the

Settlement Agreement was reached only after multiple arm's-length mediations and extensive settlement discussions spanning over two years. The resulting Settlement provides fair terms to all Class Members. Moreover, the release in this case extends only to claims that were asserted in this case, minimizing the risk of unfairness to absent class members.

G. The Settlement Is Consistent with the Public Interest

Finally, the Court considers whether the settlement is consistent with the public interest. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *In re Cardizem CD*, 218 F.R.D. at 530 (quoting *Granada*, 962 F.2d at 1205). Here, it is clearly in the public interest to approve this Settlement. The Settlement provides direct payments to Class Members estimated to be over \$100 per vehicle. It further resolves the claims of the Class, eliminates the risk of non-recovery on behalf of the Class, provides certainty to the Defendants, and eases the burden on the Court’s resources.

VI. THE SETTLEMENT CLASS SHOULD BE PRELIMINARILY CERTIFIED

A proposed settlement class must satisfy the requirements of Rule 23. *UAW*, 497 F.3d at 625. To be entitled to class certification, a plaintiff must satisfy each of Rule 23(a)’s four prerequisites to class certification: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequacy of representation. *See Fed. R. Civ. P. 23(a)*. In

addition, the proposed class must meet one of the three requirements of Rule 23(b). *See id.* That the Settlement Parties have reached a settlement in this matter is a relevant consideration in the class-certification analysis. *See Amchem*, 521 U.S. at 619. Indeed, “courts should give weight to the parties’ consensual decision to settle class action cases, because that law favors settlement in class action suits.” *Daoust v. Maru Rest., LLC*, 2019 WL 1055231, at *1 (E.D. Mich. Feb. 2, 2019) (granting preliminary approval of class action settlement); *see also Amchem*, 521 U.S. at 620 (when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial”).

A. The Settlement Class Satisfies the Requirements of Rule 23(a)

The proposed Settlement Class meets Rule 23(a)’s requirements of numerosity, commonality, typicality, and adequacy of representation. *See Senter v. Gen. Motors Corp.*, 532 F.2d 511 (6th Cir.), *cert. denied*, 429 U.S. 870 (1976); *UAW*, 497 F.3d at 626. The Class, consisting of the current and former owners and lessees of 33,918 Class Vehicles, is “so numerous that joinder of all members is impracticable.” *See Fed. R. Civ. P. 23(a)(1)*.

Common issues of fact and law are present because the causes of action flow from the same common defects. *See Daffin v. Ford Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006) (affirming finding of commonality based on an alleged uniform design

defect in vehicles). These common issues include whether the washcoat defect and/or the flash defect exists in the Trucks, and whether Defendants were aware of the defects. Typicality is similarly satisfied because the Class's claims all arise from the same course of conduct and the common defects. *See Beattie v. CenturyTel, Inc.*, 234 F.R.D. 160, 169 (E.D. Mich. 2006) (finding typicality to be satisfied where the plaintiffs' claims "arise[] from the same event or practice or course of conduct that gives rise to the claims of other class members") (citation omitted).

Finally, Plaintiffs "will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Plaintiffs have common interests with other Class Members and have vigorously prosecuted the interests of the Class through qualified counsel. *Rutherford v. City of Cleveland*, 137 F.3d 905 (6th Cir. 1998). There is no conflict between Plaintiffs and any member of the Settlement Class. Rather, Plaintiffs should be applauded for their efforts in obtaining a successful resolution of this case.

B. The Settlement Class May Be Properly Certified Under Rule 23(b)(3)

In addition to the requirements of Rule 23(a), a proposed class must satisfy one of the three alternatives of Rule 23(b). Plaintiffs here seek certification under Rule 23(b)(3).

1. This Action May Be Certified Under Rule 23(b)(3)

Certification under Rule 23(b)(3) is appropriate here. Rule 23(b)(3) requires that "questions of law or fact common to class members predominate over any

questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). These requirements were added “to cover cases ‘in which a class action would achieve economies of time, effort, and expense, and promote ... uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.’” *Amchem*, 521 U.S. at 615 (quoting Fed. R. Civ. P. 23(b)(3) advisory committee’s notes to 1966 Amendment). Both of these requirements are satisfied here.

a. Common issues of fact and law predominate.

The predominance requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 564 (6th Cir. 2007) (quoting *Amchem*, 521 U.S. at 632). A plaintiff “must establish that ‘the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, ... predominate over those issues that are subject only to individualized proof.’” *Id.* (citation omitted).

Here, Defendants’ common course of conduct with respect to the defects gives rise to the basis for the claims at bar and demonstrates that common proof, not dependent on any individual Class Member’s circumstances, overwhelmingly predominates in this case and weighs determinatively in favor of certification.

The common questions applicable to every Class Member include whether there are defects, whether Defendants were aware of the existence of the defects, whether Defendants concealed the existence of the defects or made misrepresentations or material omissions regarding such defects, and whether Class Members sustained damages. Courts have routinely found that similar common issues predominate in automotive defect cases. *See, e.g., Daffin*, 458 F.3d at 554; *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1173 (9th Cir. 2010) (common issues predominate such as whether Land Rover was aware of and had a duty to disclose the defect); *Keegan v. Am. Honda Motor Co.*, 284 F.R.D. 504, 532-34 (C.D. Cal. 2012) (predominance found based on common evidence of the nature of the defect, Honda's knowledge, and what Honda disclosed to consumers). Given the uniformity of the defects and Defendants' conduct, resolution of the Settlement Class's claims is susceptible to adjudication on a collective basis pursuant to Rule 23(b)(3).

b. A class action is a superior method of adjudication.

Rule 23(b)(3) also requires that Plaintiffs demonstrate that a class action is “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Class-wide resolution of this action is the superior method of adjudication.

First, the value of the claims is too low to incentivize many Class Members to litigate their claims individually and weighs in favor of concentrating the claims in a

single forum. *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838, 861 (6th Cir. 2013). This is especially true here, where Settlement Class Members would likely be unable or unwilling to individually shoulder the expense of litigating the claims against well-funded defendants like Cummins and FCA US, given the potential limited monetary awards for those Class Members.

In addition, because the central issues here are common to all Class Members, resolution on a class-wide basis is the most efficient method of resolving the claims. *See* 2 William B. Rubenstein, *NEWBERG ON CLASS ACTIONS*, § 4.74 (5th ed. 2020) (noting that “a finding of predominance is typically ... coupled with a finding that a class is manageable”). Indeed, proceeding as a class action will “achieve significant economies of ‘time, effort and expense, and promote uniformity of decision.’” *See In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d 108, 130 (2d Cir. 2013) (quoting Fed. R. Civ. P. 23(b)(3) advisory committee’s notes to 1946 Amendment); *see also Bobbit v. Acad. of Court Reporting, Inc.*, 252 F.R.D. 327, 345 (E.D. Mich. 2008).

VII. THE FORM AND MANNER OF NOTICE ARE PROPER

The manner in which the Class Notice is disseminated, as well as its content, must satisfy Rule 23(e)(1) (governing settlement notice) and due process. *See Daoust*, 2019 WL 1055231, at *2. Plaintiffs adequately satisfy these requirements. Rule 23(e) requires that notice of a proposed settlement be provided to class members. Fed. R. Civ. P. 23. Notice satisfies the Rule when it adequately puts Settlement Class

Members on notice of the proposed settlement and “describes the terms of the settlement, informs the classes about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing.” *Daoust*, 2019 WL 1055231, at *2.

As described in detail in Section IV.C. above, the proposed notice plan satisfies all of Rule 23’s requirements. Moreover, the language of the Class Notice was drafted and agreed to by the Parties and is written in plain, simple terminology, including: (1) a description of the Settlement Class; (2) a description of the claims asserted in the action; (3) a description of the Settlement and release of claims; (4) the deadlines for requesting exclusion; (5) the identity of Class Counsel for the Settlement Class; (6) the Final Approval Hearing date; (7) an explanation of eligibility for appearing at the Final Approval Hearing; (8) the deadline for objecting to the Settlement; and (9) the maximum amount of Attorneys’ Fees and Expenses and Case Contribution Awards that may be sought. *See* Ex. 2, Short Form Notice; Ex. 3, Long Form Notice. The Class Notice thus allows Settlement Class Members to make an informed and intelligent decision on whether to exclude themselves or object to the Settlement.

The dissemination of the Class Notice likewise satisfies all requirements. The Settlement Administrator will mail the Short Form Notice to the last known address of each potential member of the Settlement Class, which will be checked and updated appropriately. *See* Ex. 1, Settlement Agreement, § V.H.1. If any Class Notice

is returned as undeliverable, the Settlement Administrator shall perform a reasonable search for a more current address and re-send the Class Notice. *Id.*

Accordingly, the proposed Class Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

VIII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: (1) grant preliminary approval of the Settlement as fair, reasonable, and adequate, and in the best interest of the Class Members; (2) preliminarily certify the proposed Settlement Class for settlement purposes only; (3) preliminarily appoint Hagens Berman Sobol Shapiro, LLP; Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Seeger Weiss LLP; and The Miller Law Firm, P.C. as Class Counsel; (4) approve the form and content of, and direct the distribution of, the proposed Class Notice and accompanying Claim Form, and authorize and direct the Parties to retain JND Legal Administration as Settlement Administrator; and (5) adopt Plaintiffs' proposed schedule for settlement-related deadlines, and schedule a Final Approval Hearing not earlier than one hundred and twenty-five (125) days after Preliminary Approval is granted.

DATED: May 22, 2024

Respectfully submitted,

By: /s/ Steve W. Berman

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 22, 2024, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to counsel of record.

By: /s/ Steve W. Berman
Steve W. Berman

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEREMY RAYMO, et al., individually
and on behalf of all others similarly
situated,

Plaintiffs,

Case No. 2:17-cv-12168

Hon. Terrence G. Berg

Mag. Judge Stephanie Dawkins Davis

v.

FCA US LLC, a Delaware corporation,
and CUMMINS INC., an Indiana
corporation,

Defendants.

**INDEX OF EXHIBITS IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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1.	Settlement Agreement Between Plaintiffs, Cummins Inc., and FCA US LLC dated May 22, 2024
2.	Short Form Notice
3.	Long Form Notice
4.	Declaration of Steve W. Berman in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Berman Declaration”)
A.	Exhibit A to Berman Declaration - Firm resume of Hagens Berman Sobol Shapiro LLP
B.	Exhibit B to Berman Declaration - Firm resume of Carella, Byrne, Cecchi, Brody & Agnello, P.C.
C.	Exhibit C to Berman Declaration - Firm resume of Seeger Weiss LLP

D.	Exhibit D to Berman Declaration - Firm resume of The Miller Law Firm
E.	Exhibit E to Berman Declaration - JND Legal Administration Estimate

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JEREMY RAYMO, *et al.*,
individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

FCA US LLC, a Delaware
corporation, and CUMMINS INC., an
Indiana corporation,

Defendants.

No. 2:17-cv-12168-TGB-SDD

Judge Terrence G. Berg

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS, CUMMINS INC., AND
FCA US LLC**

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SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among (1) Jeremy Raymo, Forrest Poulson, Gary Gaster, Brendon Goldstein, Manuel Pena, John Reyes, Dennis Kogler, Clarence “Todd” Johnson, Stephen Zimmerer, Justin Sylva, Ian Hacker, Jason Gindele, James Blount, Luke Wyatt, Chris Wendel, Darin Ginther, and Matt Baffunno (“Plaintiffs”) on behalf of themselves and as representatives of the Class; (2) Defendant Cummins Inc. (“Cummins”); and (3) Defendant FCA US LLC (“FCA US”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Cummins and FCA US alleged in the Action comprising the litigation proceeding known as *Raymo et al. vs. FCA US LLC and Cummins Inc.*, Case No. 1:13-cv-05795 (E.D. Mich.) (the “*Raymo Matter*”), on the terms set forth below and to the full extent reflected herein. Capitalized terms shall have the meaning ascribed to them in Section II of this Agreement.

I. RECITALS

WHEREAS, on July 3, 2017, Plaintiffs filed a Class Action Complaint in the *Raymo Matter*, which was superseded on October 4, 2018 with Plaintiffs’ First Amended Class Action Complaint (“FAC”); and

WHEREAS, the FAC alleged, among other things, that Cummins and FCA US (collectively, “Defendants”) defrauded consumers by developing, advertising, and selling Model Year 2013 – 2017 Dodge Ram 2500 and 3500 trucks with a Cummins 6.7-liter diesel engine (the “Trucks”) with a Selective Catalytic Reduction System that did not perform as advertised and failed to disclose two material defects in the Trucks, namely a “washcoat defect” and “flash defect,” as described in the FAC; and

WHEREAS, the FAC asserted claims on behalf of a putative nationwide class under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(C)-(D) and the

Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301 *ET SEQ.*, and on behalf of various individual state subclasses asserting claims for breach of contract, violations of state consumer protection statutes, unjust enrichment, fraudulent misrepresentation, and fraudulent concealment as set forth in the FAC; and

WHEREAS, on July 30, 2020 the Court entered an Order granting in part and denying in part Defendants’ motions to dismiss the FAC, in which the Court dismissed without prejudice:

- 1) Plaintiffs’ claims against FCA US and Cummins for violations of the RICO and MMWA statutes,
- 2) Plaintiffs’ state law claims for breach of contract in all states;
- 3) Plaintiffs’ claims for unjust enrichment asserted under the laws of California and Texas;
- 4) Plaintiffs’ claims for fraudulent omission in all states;
- 5) Plaintiffs’ claims for violations of state consumer protection statutes in all states; and

WHEREAS, the Court’s July 30, 2020 Order preserved claims for unjust enrichment under Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington state law, and also preserved Plaintiffs’ state law claims against FCA US and Cummins for affirmative representation to the extent they do not rest on alleged misrepresentations specifically found by the Court in its July 30, 2020 Order to be puffery or otherwise non-actionable;

WHEREAS, as the result of extensive arm’s length negotiations, including a mediation session before Judge Morton Denlow (Ret.) and numerous follow-up negotiations via email and by telephone, Plaintiffs, Plaintiffs’ Class Counsel and Cummins entered into a settlement

agreement (“Partial Settlement Agreement”), wherein Plaintiffs agreed to release all claims against Cummins and reserved all claims against FCA US;

WHEREAS, on September 30, 2023, the Court granted preliminary approval of the Partial Settlement Agreement;

WHEREAS, as the result of further extensive, arm’s length negotiations, including a mediation session before Tom McNeill, Plaintiffs, Plaintiffs’ Class Counsel, Cummins, and FCA US have entered into this global Settlement Agreement (the “Agreement”), which is intended to supersede the Partial Settlement Agreement and effectively resolve any remaining issues in the *Raymo* matter;

WHEREAS, Plaintiffs’ Class Counsel have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, which, in the view of the Plaintiffs and Plaintiffs’ Class Counsel, is designed for the purpose of putting to rest all controversies with Defendants alleged in the *Raymo* matter and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate and in the best interests of the Plaintiffs and the Class;

WHEREAS, Defendants deny and continue to deny each and every allegation of liability, wrongdoing and damages, and further denies that the Action may be properly maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever and without admitting any wrongdoing and without conceding the appropriateness of class treatment for claims asserted in any future

complaint, Defendants have agreed to settle the Action on the terms and conditions set forth in this Agreement solely to avoid the substantial expense, inconvenience, burden and disruption of continued litigation;

WHEREAS, Plaintiffs' Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Plaintiffs and the Class and that Plaintiffs' Class Counsel have consulted with and confirmed that all Plaintiffs fully support and have no objection to this Agreement; and

WHEREAS, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession or evidence of any violation of any federal, state or local statute, regulation, rule or other law or principle of common law or equity or of any liability or wrongdoing whatsoever by Defendants or any of the Released Parties or of the truth or validity of any of the claims that Plaintiffs have asserted;

NOW, THEREFORE, without any admission or concession by Plaintiffs or Plaintiffs' Class Counsel of any lack of merit to their allegations and claims and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit in its defenses on the merits or to the propriety of class treatment of Plaintiffs' claims in a non-settlement context, in consideration of the mutual covenants and terms contained herein and subject to the Final Approval of the Court, Plaintiffs, Plaintiffs' Class Counsel, Cummins, and FCA US agree as follows:

II. DEFINITIONS

A. As used in and solely for the purposes of this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. “Action” means all class, mass and individual actions, however denominated, that were asserted in the United States District Court for the Eastern District of Michigan in *Raymo et al. vs. FCA US LLC and Cummins Inc.*, Case No. 1:13-cv-05795 (E.D. Mich.), before the Honorable Judge Terence G. Berg.

2. “Agreement” means this Settlement Agreement and Release as well as the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.

3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to compensate any and all attorneys representing parties who claim to have assisted in conferring benefits upon the Class, as described in Section IV of this Agreement.

4. “Claim” means the claim of a Class Member or his, her, or its representative.

5. “Class” means, for settlement purposes only:

All persons and entities who purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.

Excluded from the Settlement Class are: Cummins and FCA; any affiliate, parent, or subsidiary of Cummins or FCA US; any entity in which Cummins or FCA US has a controlling interest; any officer, director, or employee of Cummins or FCA US; any successor or assign of Cummins or FCA US; and any judge to whom this Action is assigned, and his or her spouse; individuals and/or entities who validly and timely opt out of the settlement; Class Members who previously released their claims in an individual settlement with respect to the issues raised in the Action.

6. “Class Action Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other settlement requirements of this Agreement including but not limited to issuing checks in the appropriate amounts to each Class Member for that Class Member’s share of the Settlement

Fund, subject to the Court's approval. The Parties agree that JND Legal Administration shall serve as Class Action Settlement Administrator, subject to approval by the Court.

7. "Class Member" means a member of the Class who has not Opted Out of the Class.

8. "Class Notice" means the notice program described in Section V.

9. "Class Period" means November 26, 2014 to July 13, 2016.

10. "Court" means the United States District Court for the Eastern District of Michigan.

11. "Defendants" means Cummins and FCA US, collectively.

12. "Escrow Agent" means the entity proposed by the Parties and designated by the Court to address and hold for distribution the funds identified in this Agreement pursuant to the terms of an Escrow Agreement.

13. "Escrow Account" means the custodial or investment account administered by the Class Action Settlement Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Agreement and an Escrow Agreement.

14. "Escrow Agreement" means the agreement by and among Plaintiffs' Class Counsel, Cummins's Counsel, FCA US's Counsel, and the Class Action Settlement Administrator with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Agreement.

15. "Fairness Hearing" means the hearing for the purposes of the Court determining whether to approve this Agreement as fair, reasonable, and adequate.

16. “Final Approval” means an Order entered in the Action granting the Court’s final approval of the Settlement, appointing Plaintiffs’ Class Counsel, and awarding Attorneys’ Fees and Expenses and Incentive Awards, if any, pursuant to Federal Rule of Civil Procedure 23.

17. “Final Effective Date” means the date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement the Final Effective Date will be:

- a. The date on which the time to appeal therefrom has expired, if no appeal has been taken from the Final Order and/or Final Judgment; or
- b. The date on which all appeals therefrom, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment, if any appeal has been taken from the Final Order and/or Final Judgment; or
- c. Any other date agreed to in writing by Plaintiffs’ Class Counsel, Cummins’s Counsel, and FCA US’s Counsel.

18. “Final Judgment” means the Court’s final judgment as described in Section IX.B of this Agreement.

19. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B of this Agreement.

20. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 2.

21. “Net Settlement Fund” means the amount paid by Cummins and FCA US pursuant to this Agreement, less Notice and Administrative Costs, Attorneys’ Fees, and costs of litigation approved by the Court for payment out of the Settlement Fund.

22. “Notice And Administrative Costs” means the reasonable and authorized costs and expenses of effecting notice in accordance with this Agreement and the Preliminary Approval Order and all reasonable and authorized costs and expenses incurred by the Class Action Settlement Administrator in administering the Agreement, including but not limited to costs and expenses associated with assisting Class Members, processing claims, escrowing funds, issuing and mailing awards, paying taxes and tax expenses and other reasonable and authorized fees and expenses of the Class Action Settlement Administrator.

23. “Notice Date” means the first day on which the Class Action Settlement Administrator or its designee disseminates the Short Form Notice.

24. “Opt-Out” means member of the Class who properly and timely submits a request for exclusion from the Class as set forth in Section VI.

25. “Opt-Out List” means the list compiled by the Class Action Settlement Administrator pursuant to Section VI, identifying those members of the Class who properly and timely submits a request for exclusion from the Class.

26. “Opt-Out and Objection Date” means the date, to be set by the Court, by which a request for exclusion from the Class must be filed with the Class Action Settlement Administrator in order for a member of the Class to be excluded from the Class and the date by which Class Members must file objections, if any, to the Settlement.

27. “Parties” means Plaintiffs, Cummins, and FCA US, collectively, as each of those terms is defined in this Agreement.

28. “Plaintiffs” means Jeremy Raymo, Forrest Poulson, Gary Gaster, Brendon Goldstein, Manuel Pena, John Reyes, Dennis Kogler, Clarence “Todd” Johnson, Stephen

Zimmerer, Justin Sylva, Ian Hacker, Jason Gindele, James Blount, Luke Wyatt, Chris Wendel, Darin Ginther, and Matt Baffunno.

29. “Plaintiffs’ Class Counsel” means counsel for Plaintiffs in the Actions, Hagens Berman Sobol Shapiro LLP, Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Seeger Weiss LLP, and The Miller Law Firm, P.C.

30. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section IX of this Agreement.

31. “Release” means the release and waiver set forth in Section VIII of this Agreement and in the Final Order and Final Judgment.

32. “Released Parties” or “Released Party” means Defendants and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, insurers, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

33. “Service Awards” means such funds as may be awarded by the Court to Plaintiffs to compensate them for their participation in the Action, as described in Section IV of this Agreement.

34. “Settlement” means the settlement set forth in this Agreement.

35. “Settlement Fund” means the amount paid by Defendants pursuant to this Agreement.

36. “Short Form Notice” means the Short Form Notice substantially in the form as attached hereto as Exhibit 2.

37. “FAC” means the First Amended Class Action Complaint filed in *Raymo et al. vs. FCA US LLC and Cummins Inc.*, Case No. 1:13-cv-05795 (E.D. Mich.).

38. “Cummins” means Cummins Inc.

39. “Cummins’s Counsel” means Foley & Lardner LLP.

40. “FCA US” means FCA US LLC.

41. “FCA US’s Counsel” means Klein Thomas Lee & Fresard.

B. Other capitalized terms used in this Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Agreement.

C. All terms defined in this Agreement have the definition asserted herein solely for the purposes of this Agreement.

D. The terms “he or she” and “his or her” include “it” or “its” where applicable.

E. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice as against Defendants, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Defendants agrees to provide the following:

A. **Cummins’ Settlement Consideration.** Pursuant to the terms and conditions set forth herein, Cummins agrees to pay the sum of four million eight hundred thousand United States Dollars (\$4,800,000.00) (“Cummins’ Consideration”).

B. **FCA US's Settlement Consideration.** Pursuant to the terms and conditions set forth herein, FCA US agrees to pay the sum of one million two hundred thousand United States Dollars (\$1,200,000) ("FCA US's Consideration").

C. Together, Cummins's payment of the Cummins' Consideration and FCA US's payment of FCA US's Consideration (collectively, the "Settlement Amount") shall be in full satisfaction of all Settlement costs including, without limitation, all payments to Class Members, Notice and Administrative Costs, Attorneys' Fees and Expenses, Service Awards and Taxes. In no event shall Defendants be obligated to contribute in excess of the Settlement Amount for any aspect of this Settlement.

D. In entering this Agreement, the Plaintiffs, on behalf of the Class, and Cummins acknowledge and agree that the Partial Settlement Agreement is hereby terminated and rendered null and void.

E. The Parties acknowledge that this Settlement Agreement, if finally approved, will result in the dismissal with prejudice of the Action against Defendants by all Class Members.

F. **Establishment of Qualified Settlement Fund.** The Parties shall move the Court to establish and create a Qualified Settlement Fund, pursuant to Internal Revenue Code § 468B and the Regulations issued thereto. Defendants' respective payments for the Settlement Amount shall be made by check or wire transfer into an Escrow Account, as warranted, established and controlled consistent with and pursuant to an Escrow Agreement at a mutually-agreed upon bank. The Escrow Agent shall invest this payment in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in an account fully insured by United States Government, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude

investment in interest-bearing instruments as defined herein. All (i) taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) (collectively, "Taxes") shall be timely paid out of the Settlement Amount and Escrow Account without prior order of the Court. The Parties agree that the Escrow Agent shall be responsible for filing tax returns for the Qualified Settlement Fund and paying from the Escrow Account any Taxes owed with respect to the Qualified Settlement Fund. The Parties hereto agree that the Escrow Account shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Escrow Account as a Qualified Settlement Fund from the earliest date possible.

G. Cash Payment to Class Members. The Class Action Settlement Administrator will distribute the Settlement Amount from the Escrow Account in accordance with the terms of this Agreement.

1. The Parties acknowledge that, following preliminary approval of the Partial Settlement Agreement, Cummins deposited \$500,000 in an escrow account to support settlement administration of the Partial Settlement Agreement. As provided in section III.D, above, the Partial Settlement Agreement is hereby terminated and rendered null and void. The Parties hereby agree, with Court approval, to utilize (and transfer if necessary) any funds in the escrow account created for the Partial Settlement Agreement as funding for the Settlement Amount and Escrow Account for this Settlement, with the \$500,000 that Cummins previously deposited into the escrow account credited toward its required Cummins' Consideration due under this Agreement. Within thirty (30) days of the Final Effective Date, Cummins will deposit

into the Escrow Account the remaining sum of \$4,300,000, and FCA US will deposit into the Escrow Account the remaining sum of \$1,200,000, to complete the Settlement Fund.

2. Each Class Member shall be entitled to one *pro rata* share of the Net Settlement Fund for each Eligible Truck, identified by VIN, the Class Member purchased or leased during the Class Period. Thus, a Class Member who purchased one Eligible Truck during the Class Period will be entitled to one *pro rata* share of the Net Settlement Fund, while a Class Member who purchased two Eligible Trucks during the Class Period will be entitled to two *pro rata* shares of the Net Settlement Fund.

3. FCA US agrees to provide a listing of original purchasers and lessees to identify Class Members. Defendants agree to work cooperatively and in good faith with Plaintiffs to obtain documents or data sufficient to identify all Class Members, and if possible, provide available contact information for all Class Members.

4. The Settlement Administrator shall mail checks to each Class Member who has not opted-out of the Settlement in accordance with the terms of this Agreement and any applicable Order entered by the Court for their respective *pro rata* share of the Net Settlement Fund. No claim forms shall be required.

H. **Timing of Cash Payments.** The Class Action Settlement Administrator shall use its best efforts to begin to pay Class Members' shares of the Settlement proceeds by issuing a check to each Class Member within fifteen (15) business days from the date the Settlement Funds become available.

1. **Check Cashing Deadlines & Reissuance.** The checks mailed by the Class Action Settlement Administrator to Class Members shall be valid for one hundred fifteen

(115) days, after which time the checks shall be void. Reissued checks will be valid for ninety (90) days from the reissue date.

2. **Reminder Notices.** Approximately ninety (90) days after the issuance date of a check, a reminder notice will be sent by the Class Action Settlement Administrator to Class Members who have not cashed their checks. The reminder notice shall inform the Class Member of the following: (i) that a check was previously mailed to the Class Member; (ii) that the deadline for cashing the check is one hundred fifteen (115) days from the issuance date of the check; (iii) if the Class Member no longer possesses the check, the Class Member can request a reissuance of the check if it timely notifies the Class Action Settlement Administrator; and (iv) if the check is not cashed before the deadline the funds will be redistributed in accordance with this Settlement Agreement.

3. **Redistribution of Unclaimed Settlement Proceeds.** After all issued and reissued checks have expired, the amounts of all uncashed checks will be returned to the Net Settlement Fund, and any remaining proceeds from the Net Settlement Fund (“Remaining Net Settlement Fund”) will be distributed as follows:

a. The Remaining Net Settlement Fund will first be used to pay any remaining Notice and Administrative Costs.

b. Next, a second distribution will be made to Class Members who cashed their initial checks, provided that the cost of administering such a distribution is less than 50% of the Remaining Net Settlement Fund. Each eligible Class Member’s share of any second distribution will be calculated in the same manner as the initial distribution was calculated (as set forth in Section III.C), except that only Class Members who cashed their initial checks shall be used in calculating the *pro rata* shares for the second distribution.

c. If the cost of administering such a second distribution is greater than 50% of the Remaining Net Settlement Fund or if after a second distribution the Net Settlement Fund has not been exhausted, the remainder of the Net Settlement Fund shall be distributed as *cy pres* to such recipients that are agreed upon by the Parties and reported to the Court. Any recipient of such funds shall be required to provide the Parties and the Court with annual reports, and a final report, on the project(s) or service(s) funded by the *cy pres* award.

IV. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS

A. Plaintiffs will apply for reasonable Service Awards to be paid from the Settlement Fund for the time and efforts spent by Plaintiffs in this matter. Plaintiffs will request Service Awards of \$5,000 for each Plaintiff. Any such awards shall be subject to Court approval and will be paid from the Settlement Fund. Defendants will not object to or contest any awards made pursuant to the terms of this Paragraph.

B. Plaintiffs' Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses from the Settlement Fund. Plaintiffs' Class Counsel's application for Attorneys' Fees shall not exceed 30% of the Settlement Fund, and shall include time already spent in prosecuting this case and time estimated to be expended through final implementation of this Settlement Agreement. Plaintiffs' Class Counsel will also seek an award of out-of-pocket expenses already incurred in prosecuting this case and estimated expenses through the final implementation of this Settlement Agreement. Any award of Class Counsel Attorneys' Fees and Expenses from the Settlement Fund shall be subject to Court approval and will be paid from the Settlement Fund.

C. Any Attorneys' Fees and Expenses that are awarded by the Court shall be paid to Plaintiffs' Class Counsel immediately upon award, subject to availability of funds in the Escrow Account, notwithstanding the existence of any timely filed objections thereto, or potential from

appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Agreement, or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of Attorneys' Fees and Expenses is reduced or reversed and such order reducing or reversing the award has become final. Plaintiffs' Class Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after (a) receiving from Cummins' Counsel or FCA US's Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of Attorneys' Fees and Expenses has become final. An award of Attorneys' Fees and Expenses is not a necessary term of this Agreement or the Settlement embodied herein. Plaintiffs' Class Counsel may not terminate or cancel this Agreement based on the Court's or any appellate court's ruling with respect to Attorneys' Fees and Expenses.

V. NOTICE TO THE CLASS

A. Settlement Notice and Claims Administration.

1. Notice and Administrative Costs, as agreed to by the Parties, will be paid from the Settlement Fund.
2. If this Agreement does not for any reason achieve a Final Effective Date or is otherwise rescinded, withdrawn, or abrogated before a Final Effective Date, then all amounts that have been paid by Defendants out of the Settlement Fund into Escrow pursuant to Section III.B above that are not necessary to pay Notice and Administrative Costs already incurred shall be returned to Defendants.

3. The Class Action Settlement Administrator shall use its best efforts to send such Notices to the Class as are described in this Agreement, and as may be ordered by the Court.

B. Components and Cost of Class Notice.

Class Notice will be accomplished through a combination of the Short Form Notices, notice through the Settlement Website, Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order and this Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

C. Short Form Notices.

Beginning not later than thirty (30) days after Preliminary Approval, the Class Action Settlement Administrator shall send the Short Form Notices in postcard format, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to members of the Class identified using Defendants' customer transaction databases. In addition, the Class Action Settlement Administrator shall: (1) re-mail any notices returned by the United States Postal Service with a forwarding address no later than the deadline found in the Preliminary Approval Order and (2) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Class Action Settlement Administrator shall complete the mailing of Short Form Notices to class members no later than fifty-one (51) days after Preliminary Approval.

D. Settlement Website.

The Class Action Settlement Administrator shall establish a Settlement Website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court.

E. Long Form Notice. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 1. The Long Form Notice shall be available on the Settlement Website. The Class Action Settlement Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

F. Toll-Free Telephone Number. The Class Action Settlement Administrator shall establish a toll-free telephone number that will provide Settlement-related information to members of the Class.

G. Class Action Fairness Act Notice. The Class Action Settlement Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreed to by the Parties.

H. Duties of the Class Action Settlement Administrator.

1. The Class Action Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Short Form Notices; (b) handling returned mail not delivered to members of the Class; (c) attempting to obtain updated address information for any Short Form Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to

requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any correspondence from members of the Class regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Plaintiffs' Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Plaintiffs' Class Counsel, Cummins's Counsel, and/or FCA US's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (k) fulfilling any escheatment obligations that may arise; (l) consulting on Class Notice; and (m) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. If the Class Action Settlement Administrator fails to perform adequately on behalf of Defendants or the Class, the Parties may agree to remove the Class Action Settlement Administrator. Under such circumstances, no Party shall unreasonably withhold consent to removing the Class Action Settlement Administrator, but this event shall occur only after Cummins's Counsel, FCA US's Counsel, and Plaintiffs' Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Class Action Settlement Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

3. Subject to the approval of the Parties, the Class Action Settlement Administrator may retain persons and/or entities necessary to assist in the completion of its responsibilities.

4. Not later than thirty (30) days before the date of the Fairness Hearing, the Class Action Settlement Administrator shall file with the Court a document detailing the scope,

method, and results of the notice program along with a list of those persons who have opted out or excluded themselves from the Settlement.

5. The Class Action Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

VI. REQUESTS FOR EXCLUSION

A. Any member of the Class who wishes to be excluded from the Class must mail a written request for exclusion to the Class Action Settlement Administrator at the address provided in the Long Form Notice, postmarked no later than the date ordered by the Court, specifying that he or she wishes to be excluded from the Settlement and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Plaintiffs' Class Counsel, Cummins's Counsel, and FCA US's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Class Action Settlement Administrator no later than thirty (30) days before the date of the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VII. A member of the Class may opt-out on an individual basis only. So-called "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class" of class members or multiple class members where no personal statement has been signed by each and every individual Class Member, shall not be allowed.

B. Any member of the Class who does not file a timely written request for exclusion as provided in Section VI.A shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if

he, she or it has litigation pending or subsequently initiates litigation against Cummins or FCA US relating to the claims released in the Actions.

VII. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, the award of Attorneys' Fees and Expenses or the individual awards to the Plaintiffs must deliver to Plaintiffs' Class Counsel, Cummins's Counsel, and FCA US's Counsel and file with the Court on a date ordered by the Court a written statement of his or her objections. Any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other information the Class Member wishes to introduce in support of the objections, a statement of whether the Class Member intends to appear and argue at the Fairness Hearing, and the Class Member(s) to which the objection applies. Class Members may do so either on their own or through an attorney retained at their own expense.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VII, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the Service Awards to Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Plaintiffs' Class Counsel identified in the Class Notice and to Cummins's Counsel and FCA US's Counsel, and file said notice with the Court, on a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI or VII above shall waive and forfeit any and all rights he or she may have to appear separately and/or to

object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

VIII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration of the Settlement and except as stated below in Sections VIII(C) and VIII(I), Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in

any way involving the Action, Defendants' alleged conduct respecting the claims at issue in the Action, that are defined, alleged or described in the FAC, the Action or any amendments of the Action.

C. Notwithstanding the foregoing, Plaintiffs and Class Members are not releasing claims relating to Defendants' performance of the obligations imposed upon them by virtue of this Agreement, or their compliance with the terms of this Agreement.

D. The Final Order and Final Judgment will reflect these terms.

E. Plaintiffs and Class Members expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

G. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, except as otherwise stated in this Agreement.

H. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. The Parties acknowledge that the following cases have been filed: *Biederman, et al., v FCA US LLC and Cummins Inc.*, Case No. 1-23cv6640 (“Biederman”); *People of the State of California v. Cummins, Inc.*, Case No. 1:24- cv-0090 (“Federal Consent Decree Litigation”); and *People of the State of California v. Cummins, Inc.*, Case No. 1:24- cv-0090 (“CA Consent Decree Litigation”, and collectively, with the Federal Consent Decree Litigation, the “Consent Decree Litigation”). The Parties further acknowledge that the allegations in *Biederman* and the Consent Decree Litigation include certain allegations regarding software updates, running changes, or flash updates in MY 2013-2023 vehicles (“New Flash Claims”). The Parties agree that the release set forth in this Section VIII of this Settlement Agreement does not operate as a release of the New Flash Claims by any Party. Except as expressly set forth herein, Plaintiffs do not waive and expressly preserve any other arguments, positions, defenses, claims, or remedies, including in the Consent Decree Litigation, *Biederman*, and any other litigation. Except as expressly set forth herein, Cummins does not waive and expressly preserves any other arguments, positions, defenses, claims, or remedies, including in the Consent Decree Litigation,

Biederman, and any other litigation. Except as expressly set forth herein, FCA US does not waive and expressly preserves any other arguments, positions, defenses, claims, or remedies, including in the Consent Decree Litigation, *Biederman*, and any other litigation.

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members receiving payments from the Settlement Fund shall, by cashing the payment check, represent and warrant therein that they are the sole and exclusive owner of all claims that they are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, attorneys' liens, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys,

Plaintiffs' Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. In consideration for the Settlement, Defendants and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Plaintiffs from any and all causes of action that were asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

M. Plaintiffs, Plaintiffs' Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

A. The Parties shall seek from the Court, within fourteen (14) days after the execution of this Agreement or by such time as the Court may set, a Preliminary Approval Order.

The Preliminary Approval Order shall, among other things:

1. Preliminarily approve the Settlement;
2. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
3. Determine that the Class Notice complies with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
4. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
5. Require that members of the Class who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
6. Require Class Members who wish to appear to object to this Agreement to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
7. Require attorneys representing Class Members, at the Class Members' expense, to file a notice of appearance as directed in this Agreement and Long Form Notice;
8. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement should be given Final Approval, from challenging in any action or proceeding any matter covered by this Settlement, except for proceedings in this Court to determine whether the Settlement will be given Final Approval;
9. Appoint the Class Action Settlement Administrator;

10. Authorize Defendants to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

11. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the FAC and the Action, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs) against Defendants;

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

7. Issue a permanent injunction enjoining Class Members from challenging in any action or proceeding any matter covered by this Settlement;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related Orders to effectuate the Final Approval of the Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. Within fifteen (15) days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to withdraw from the Settlement and terminate this Agreement:

1. If the Court fails to approve the Agreement as written or if on appeal the Court's approval is reversed or modified;

2. If the Court materially alters any of the terms of the Agreement, except that a reduction in an award of Attorneys' Fees and Expenses or Plaintiffs' Service Awards shall not be deemed to be a material alteration; or

3. If the Preliminary Approval Order or the Final Order and Judgment is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason.

In the event of a withdrawal pursuant to this Paragraph, any certification of a Class for purposes of settlement will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

B. If members of the Class properly and timely submit requests for exclusion from the Class as set forth in Section VI, thereby becoming Opt-Outs, and are in a number more than the confidential number submitted to the Court by the Parties under seal at the time of filing the

Motion For Preliminary Approval, then at its sole election, Cummins or FCA US may withdraw from the Settlement and terminate this Agreement. In that event, all of Cummins' or FCA US's obligations under this Agreement shall cease to be of any force and effect, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement. In order to elect to withdraw from the Settlement and terminate this Agreement on the basis set forth in this Paragraph, Cummins or FCA US must notify Class Counsel in writing of its election to do so within ten business days after the Opt-Out List has been served on the Parties. In the event that Cummins or FCA US exercises such right, Class Counsel shall have twenty (20) business days or such longer period as agreed to by the Parties to address the concerns of the Opt-Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number of Class Members submitted to the Court under seal at the time of filing the Motion For Preliminary Approval, Cummins or FCA US shall withdraw its election to withdraw from the Settlement and terminate the Agreement. In no event, however, shall Cummins or FCA US have any further obligation under this Agreement to any Opt-Out unless such Class Member withdraws his/her request for exclusion. For purposes of this Paragraph, Opt-Outs shall not include (1) persons who are specifically excluded from the Class; (2) Class Members who elect to withdraw their request for exclusion and (3) Opt-Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Agreement.

C. In the event of withdrawal by Cummins or FCA US in accordance with the terms set forth in Section X.A. and X.B. above, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Action and shall not be offered in

evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Cummins, FCA US, Plaintiffs, and the Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

XI. GENERAL MATTERS AND RESERVATIONS

A. Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Actions and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged in the Actions. Defendants believe that they have valid and complete defenses to the claims asserted against it in the Actions and deny that they committed any violations of law, engaged in any unlawful act or conduct or that there is any basis for liability for any of the claims that have been, are or might have been alleged in the Actions. Without in any way limiting the scope of this denial, Defendants deny that their actions or omissions were, are or have been in violation of the laws of any state or of the United States. Nonetheless, Defendants have concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent (1) Defendants from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys; (2) Defendants from disclosing such information based on the substance of this Agreement; and/or (3) the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

D. Plaintiffs and Plaintiffs' Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with the Actions); that it not be the subject of public comment; that it not be used by Plaintiffs or Plaintiffs' Class Counsel in any way in this litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiffs from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Action.

E. Information provided by Defendants, Cummins's Counsel, or FCA US's Counsel to Plaintiffs, Plaintiffs' Class Counsel, any individual Class Member, counsel for any individual Class Member and/or administrators, pursuant to the negotiation and implementation of this Agreement, may include trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Actions, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Defendants' request, be promptly returned to Cummins's Counsel and/or FCA US's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Six (6) months after the distribution of the settlement funds to Class Members, the Class Action Settlement Administrator shall return or destroy all documents and materials to Defendants, Cummins Counsel, FCA US's Counsel, and/or Plaintiffs' Class Counsel that produced the documents and materials, except that it shall not destroy any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect any confidentiality order or protective order in the Action.

G. Defendants' execution of this Agreement shall not be construed to release – and Defendants expressly does not intend to release – any claim either Defendant may have or make against any insurer for any cost or expense incurred in connection with this Settlement, including, without limitation, for attorneys' fees and costs.

H. Plaintiffs' Class Counsel represent that: (1) they are authorized by the Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Plaintiffs' Class Counsel further represent that the Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the FAC, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Plaintiffs' Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Plaintiffs' Class Counsel and they have agreed to its terms; (6) have consulted with Plaintiffs' Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have authorized Plaintiffs' Class Counsel to execute this Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Cummins represents and warrants that the individual(s) executing this Agreement is authorized to enter into this Agreement on behalf of Cummins.

L. FCA US represents and warrants that the individual(s) executing this Agreement is authorized to enter into this Agreement on behalf of FCA US.

M. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Plaintiffs' Class Counsel, Cummins's Counsel, and FCA US's Counsel. The Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Agreement exist among or between them and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

N. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Michigan notwithstanding its conflict of law provisions.

O. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Eastern District of Michigan.

P. Plaintiffs, Plaintiffs' Class Counsel and all other counsel of record for Plaintiffs, Cummins's Counsel, and FCA US's Counsel hereby agree not to issue any press releases regarding this Settlement or publicize it in any way and further agree not to engage in any communications with the media or the press, on the internet, or in any public forum, orally or in writing, that relate to this Settlement or the Litigation other than statements that are fully consistent with the Class Notice.

Q. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Cummins, then to:

Jeffrey A. Soble
Lauren M. Loew
Foley & Lardner LLP
321 N. Clark St., Suite 3000
Chicago, IL 60654
Telephone: 312-832-4500
Facsimile: 312-832-4700
jsoble@foley.com
lloew@foley.com

Michael D. Leffel
Foley & Lardner LLP
150 East Gilman Street, Suite 5000
Madison, WI 53703
Telephone: 608-257-5035
Facsimile: 608.258.4258
mleffel@foley.com

If to FCA US, then to:

Stephen A. D'Aunoy
Thomas L. Azar, Jr.
Klein Thomas Lee & Fresard
100 N. Broadway, Suite 1600
St. Louis, MO 63102
Telephone: (314) 602-6354
Steve.daunoy@kleinthomaslaw.com
Tom.azar@kleinthomaslaw.com

Fred J. Fresard
Ian Kennedy Edwards
Klein Thomas Lee & Fresard
101 W. Big Beaver, Suite 1400
Troy, MI 48084
Telephone: (248) 840-6314
Fred.fresard@kelinthomaslaw.com
Ian.edwards@kleinthomaslaw.com

If to Plaintiffs, then to:

Steve W. Berman
Garth D. Wojtanowicz
Hagens Berman Sobol Shapiro LLP
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Telephone: 206-623-7292
Facsimile: 206-623-0594
steve@hbsslaw.com
garthw@hbsslaw.com

Christopher A. Seeger
SEEGER WEISS LLP
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New York, NY 10005
Telephone: (212) 584-0700
cseeger@seegerweiss.com

James E. Cecchi
**CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.**
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JCecchi@carellabyrne.com

E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 West University Drive, Suite 300
Rochester, MI 48307
Telephone: (248) 841-2200
epm@millerlawpc.com

R. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the

act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Eastern District of Michigan.

S. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

T. The Class, Plaintiffs, Plaintiffs’ Class Counsel, Defendants, Cummins’s Counsel, and/or FCA US’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s length negotiations. No parole or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

U. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings

relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

V. Plaintiffs expressly affirm that the allegations contained in the FAC were made in good faith, but consider it desirable for the Actions to be settled and dismissed because of the substantial benefits that the proposed settlement will provide to Class Members.

W. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

X. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

Y. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

Z. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

AA. This Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

BB. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Cummins, FCA US, and Plaintiffs' Class Counsel mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY:

DATED: May 22, 2024



Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
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Seattle, WA 98101
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Sharon S. Almonrode
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48307 Telephone: (248) 841-2200

Z. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

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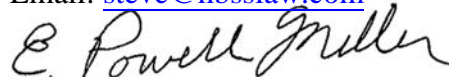
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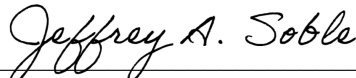
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FOR CUMMINS INC.



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FOR FCA US LLC

EXHIBIT 2

Raymo v. FCA US LLC and CUMMINS INC
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

**COURT-APPROVED LEGAL
NOTICE**

This is an official, Court-
approved Notice about a class
action settlement. Please review
the important information below.

RETURN SERVICE REQUESTED

NAME
ADDRESS 1
ADDRESS2
CITY, STATE ZIP

[VIN]
[Year] [Make] [Model]

If you purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington, you could be affected by a proposed class action settlement.

A federal court has authorized this notice. This is not a solicitation from a lawyer. Please read this entire Notice carefully. This Settlement may affect your rights.

This Notice is being sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Michigan (“Court”). The purpose of this Notice is to advise you that a proposed settlement of the Action (“Settlement”) in the class action lawsuit called Raymo, et al. v. FCA US LLC, et al., Civil Action No. 17-12168 (TGB)(SDD) (“Action”) has been reached. The Action is between Plaintiffs and Defendants FCA US LLC (“FCA US”) and Cummins Inc., (“Cummins”), and **the Settlement will resolve all claims in the Action.** The Court preliminarily approved the Settlement on [DATE]. Defendants have agreed to pay six million United States Dollars (\$6,000,000.00). Payments to Class Members from the Settlement are estimated to be approximately \$100.40 per Eligible Truck.

WHY DID I GET THIS NOTICE?

You received this Notice because you appear in FCA US’s records as having purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.

The Court has directed that this Notice be sent to you because, as a potential member of the Class, you have the right to know about the Settlement reached in this Action between Plaintiffs, on behalf of the Class, and Cummins and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this Action is the United States District Court for the Eastern District of Michigan. The case is called *Raymo, et al. v. FCA US LLC, et al.*, Civil Action No. 17-12168 (TGB)(SDD). United States District Court Judge Terrence G. Berg is overseeing this Action. The persons who brought this case are the plaintiffs, and the companies they sued are called defendants.

Questions? Call 1-844-633-0696 toll free, or visit www.2500-3500dieselscrsettlement.com

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that defendants Cummins and FCA US defrauded consumers by developing, advertising, and selling Model Year 2013 – 2015 Dodge Ram 2500 and 3500 trucks with a Cummins 6.7-liter diesel engine (the “Trucks”) with a Selective Catalytic Reduction System that did not perform as advertised and failed to disclose two material defects in the Trucks, namely a “washcoat defect” and “flash defect.”

The Defendants deny the claims, and the Court has not made any decision on the merits of the claims because the parties have agreed to settle the claims. On [DATE], the Court granted preliminary approval of the Settlement.

AM I A MEMBER OF THE CLASS?

The Class is defined as: All persons and entities who purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.

WHAT DOES THE SETTLEMENT PROVIDE?

In accordance with the terms of the Settlement, Defendants have agreed to pay \$6,000,000.00 to Class Members (the “Settlement Fund”). If you are a Class Member and do not request exclusion from the Class, you may be eligible to receive a payment from the Settlement Fund.

Each Class Member shall be entitled to one *pro rata* share of the Net Settlement Fund for each Eligible Truck, identified by VIN, the Class Member purchased or leased during the Class Period. Thus, a Class Member who purchased one Eligible Truck during the Class Period will be entitled to one *pro rata* share of the Net Settlement Fund, while a Class Member who purchased two Eligible Trucks during the Class Period will be entitled to two *pro rata* shares of the Net Settlement Fund. Class Members have been identified using FCA US’s purchase and ownership records. **Payments to Class Members as a result of the Settlement are estimated to be approximately \$100.40 per Eligible Truck, in the form of a check.**

Plaintiffs will apply for reasonable Service Awards to be paid from the Settlement Fund for the time and efforts spent by Plaintiffs in this matter. Plaintiffs will request Service Awards of \$5,000 for each Plaintiff. Any such awards shall be subject to Court approval and will be paid from the Settlement Fund.

Plaintiffs’ Class Counsel will apply to the Court for an award of Attorneys’ Fees and Expenses from the Settlement Fund. Plaintiffs’ Class Counsel’s application for Attorneys’ Fees shall not exceed 30% of the Settlement Fund, and shall include time already spent in prosecuting this case and time estimated to be expended through final implementation of this Settlement Agreement. Plaintiffs’ Class Counsel will also seek an award of out-of-pocket expenses already incurred in prosecuting this case and estimated expenses through the final implementation of this Settlement Agreement. Any award of Class Counsel Attorneys’ Fees and Expenses from the Settlement Fund shall be subject to Court approval and will be paid from the Settlement Fund.

HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENT?

Class Members will be identified using purchase and ownership records provided by FCA US. The Settlement Fund will be administrated by JND Legal Administration. If the Court approves the Settlement, payments from the Settlement Fund will be distributed to Class Members who have not opted out of the Settlement in accordance with the terms of the Settlement Agreement and any applicable Order

entered by the court for their respective *pro rata* share of the Net Settlement Fund. If you do not opt-out, you will receive a check for your share of the Settlement Fund, mailed to the address reflected in FCA's records.

If you have any questions regarding your eligibility to participate in the Settlement, please contact the Court-appointed Settlement Administrator by calling 1-844-633-0696.

CAN I EXCLUDE MYSELF FROM THE CLASS?

If you want to keep the right to sue or continue to sue Cummins about the legal issues in this case, then you must exclude yourself from the Class. **If you exclude yourself from the Class, you will not get any payment from the Settlement.** To exclude yourself, you must send a letter to the Settlement Administrator, **postmarked no later than [DATE]**, stating that you want to be excluded from the Class. For information on how to exclude yourself, visit www.2500-3500dieselscrsettlement.com.

HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member (and have not excluded yourself), you may tell the Court that you object to (or disagree with) all or part of the Settlement, Plan of Distribution, and/or Plaintiffs' Counsel's request for an award of attorneys' fees, reimbursement of expenses, and/or Case Contribution Awards to Plaintiffs. To object, you must file your written objection and any supporting materials with the Court and mail copies to counsel, **postmarked no later than [DATE]**. For information on how to object, visit www.2500-3500dieselscrsettlement.com.

WHAT IF I DO NOTHING?

If you do nothing, you will remain in the Class. In that event, you will receive a *pro rata* share of the Settlement Fund and you will be bound by the releases regarding the claims in this case as set forth in Section VIII of the Settlement Agreement, available in its entirety on the Settlement website, www.2500-3500dieselscrsettlement.com.

WHO REPRESENTS ME?

The Court appointed Hagens Berman Sobol Shapiro LLP, Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and The Miller Law Firm, P.C. as Class Counsel to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHEN WILL THE JUDGE DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a final fairness hearing to decide whether to approve the terms of the Settlement at **[TIME] pm on [DATE]**, at the Theodore Levin U.S. Courthouse, Courtroom 251, 231 W. Lafayette Blvd., Detroit, MI 48226. If there are objections, the Court will consider them but may still approve the Settlement. You may appear at the hearing, but you are not required to do so. The hearing may be rescheduled without notice to the Class, so if you plan to attend, please periodically check the Settlement website for any updates.

GETTING MORE INFORMATION

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and other documents related to the Action by visiting www.2500-3500dieselscrsettlement.com. In addition, Plaintiffs' Counsel's motions for final approval of the Settlement, Plan of Distribution and request for attorneys' fees, expenses, and Case Contribution Awards are currently due to be filed with the Court by **[DATE]**, and will be available for review on the website.

If you have questions or want more information, you may contact the Settlement Administrator toll-free 1-844-633-0696 or via mail:

Raymo v. FCA US LLC and CUMMINS INC
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

EXHIBIT 3

Civil Action No. 17-cv-12168-TGB-SDD

JEREMY RAYMO, *et al.*,
individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

FCA US LLC, a Delaware
corporation, and CUMMINS INC.,
an Indiana corporation,

Defendants.

**NOTICE OF SETTLEMENT
OF CLASS ACTION**

If you purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel (“Eligible Truck”) between November 26, 2014 to July 13, 2016 (“Class Period”) in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington, you could be affected by a proposed class action settlement.

A federal court has authorized this notice. This is not a solicitation from a lawyer. Please read this entire Notice carefully. This Settlement may affect your rights.

- This Notice is being sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Michigan (“Court”). The Court is presiding over a class action lawsuit called *Raymo, et al. v. FCA US LLC, et al.*, Civil Action No. 17-12168 (TGB)(SDD) (“Action”), which asserts claims on behalf of a class against Defendants Cummins, Inc. (“Cummins”) and FCA US LLC (“FCA US”). You are receiving this notice because you are believed to have purchased an Eligible Truck during the Class Period in one of the listed states, making you a “Class Member” in the Action.
- The purpose of this Notice is to advise you that on [DATE], the Court preliminarily approved a proposed settlement of all claims asserted in the Action.¹
- Pursuant to the Settlement, Defendants have agreed to pay six million United States Dollars (\$6,000,000.00) (the “Settlement Fund”), which will be divided equally among Class Members after the payment of costs, attorney fees, and service awards as may be approved by the Court

¹ The full terms of the Settlement are set forth in the Settlement Agreement between Plaintiffs and Cummins, a copy of which can be viewed on the Settlement website, www.2500-3500dieselscrsettlement.com. All capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Settlement Agreement. In the event of any conflicts between the terms of this Notice and the Settlement Agreement, the Settlement Agreement shall control.

(“Net Settlement Fund”). Defendants deny all of the claims and deny all wrongdoing, but have agreed to settle in order to avoid the cost and risk of a trial.

- Under the settlement, **Class Members will receive payments of approximately one hundred dollars and forty cents (\$100.40) for each Eligible Truck** purchased or leased between November 26, 2014 to July 13, 2016 in the form of check.
- Class Counsel estimates that if the Action were certified as a Class Action for trial and proceeded to trial resulting in a judgment in favor of the Class on all claims with damages assessed at the highest value claimed, the maximum possible recovery per vehicle would be approximately \$1,600.00, from all Defendants. In that event, however, Cummins and FCA US would continue to dispute that the case should be certified as a class action for trial, that they should be held liable on any of Plaintiffs’ claims, or that any damages should be awarded to Plaintiffs or the Class. As such, there is a substantial risk that if the case proceeded to trial, the Class could recover less than the Settlement Amount, or nothing.
- The lawsuit claims that defendants Cummins and FCA US defrauded consumers by developing, advertising, and selling Model Year 2013 – 2015 Dodge Ram 2500 and 3500 trucks with a Cummins 6.7-liter diesel engine (the “Trucks”) with a Selective Catalytic Reduction System that did not perform as advertised and failed to disclose two material defects in the Trucks, namely a “washcoat defect” and “flash defect.” The Defendants deny these claims.
- The Court still has to decide whether to finally approve the Settlement. Final approval of the Settlement by the Court will resolve the lawsuit.
- **Your legal rights will be affected whether or not you act.** This Notice includes important information about the lawsuit and the Settlement.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
CLASS MEMBERS WHO DO NOTHING	<p>If you wish to make a claim for part of the Settlement Fund, you do not need to take any action. If you are a Class Member and do not request exclusion from the Class, you may be eligible to receive a payment from the Settlement Fund.</p> <p>Each Class Member shall be entitled to one <i>pro rata</i> share of the Net Settlement Fund for each Eligible Truck, identified by VIN, the Class Member purchased or leased during the Class Period. Thus, a Class Member who purchased one Eligible Truck during the Class Period will be entitled to one <i>pro rata</i> share of the Net Settlement Fund, while a Class Member who purchased two Eligible Trucks during the Class Period will be entitled to two <i>pro rata</i> shares of the Net Settlement Fund. Payments are estimated to be \$100.40 per Eligible Truck.</p>
ASK TO BE EXCLUDED BY SUBMITTING A WRITTEN	<p>If you ask to be excluded from the Class and the Court approves the Settlement, you will not receive any money from the Settlement. This is the only option that allows</p>

REQUEST FOR EXCLUSION SO THAT IT IS POSTMARKED NO LATER THAN [DATE]	you to be part of any other lawsuit against Cummins relating to its engines in Dodge Ram 2500 or 3500 trucks. (<i>See</i> Question 13).
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN [DATE]	If you do not like the Settlement, or any part of it, you may write to the Court and explain why you do not like the Settlement. You can only object to the Settlement if you are a Class Member and you do not exclude yourself. (<i>See</i> Question 17).
GO TO THE COURT'S FINAL FAIRNESS HEARING ON [DATE]	If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. (<i>See</i> Questions 19-21).

**Your rights and options are explained in more detail in this Notice.
Please read this Notice carefully and completely.**

WHAT THIS NOTICE CONTAINS

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SUMMARY OF THE SETTLEMENT

Pursuant to the Settlement, Cummins and FCA US have agreed to pay a total of \$6,000,000.00 to Class Members, subject to the claim process summarized below. Administration expenses, Court-approved attorneys' fees, expenses, and Service Awards will be paid from the Settlement Fund.

As with any litigated case, Plaintiffs would face an uncertain outcome against Defendants Cummins and FCA US if this lawsuit were to continue. Throughout this case, Plaintiffs, on the one hand, and Defendants on the other hand, have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if Plaintiffs were to prevail at trial. Moreover, continued litigation could result in a judgment or verdict against Defendants in an amount less than the recovery obtained by the Settlement, or no recovery at all, and if there were a recovery, Defendants would likely appeal, thus further delaying any potential relief for the Class. Defendants deny the claims and contentions alleged by Plaintiffs, that they are liable at all to the Class, or that the Class suffered any damages for which Defendants could be legally responsible. Nevertheless, Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and has concluded that it is willing to have the lawsuit be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because you appear in FCA US's records as having purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.

The Court has directed that this Notice be sent to you because, as a potential member of the Class, you have the right to know about the Settlement reached in this Action between Plaintiffs (on behalf of the Class) and Defendants, and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this Action is the United States District Court for the Eastern District of Michigan. The case is called *Raymo, et al. v. FCA US LLC, et al.*, Civil Action No. 17-12168 (TGB)(SDD). United States District Court Judge Terrence G. Berg is overseeing this Action. The persons who brought this case are the plaintiffs, and the companies they sued are called defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that defendants Cummins and FCA US defrauded consumers by developing, advertising, and selling Model Year 2013 – 2015 Dodge Ram 2500 and 3500 trucks with a Cummins 6.7-liter diesel engine (the "Trucks") with a Selective Catalytic Reduction System that did not perform as advertised and failed to disclose two material defects in the Trucks, namely a "washcoat defect" and "flash defect."

The Defendants deny the allegations and the Court has not made any decision on the merits of Plaintiffs' claims because the parties have agreed to settle the claims. On [DATE], the Court granted preliminary approval of the Settlement.

3. WHO ARE THE DEFENDANTS?

The Defendants are Cummins and FCA US. The Settlement would resolve all claims against both Cummins and FCA US.

4. WHY IS THIS A CLASS ACTION?

In a class action, one or more individuals or entities, called "class representatives," sue on behalf of others who have similar claims. The class representatives in this case are Jeremy Raymo, Forrest Poulson, Gary Gaster, Brendon Goldstein, Manuel Pena, John Reyes, Dennis Kogler, Clarence "Todd" Johnson, Stephen Zimmerer, Justin Sylva, Ian Hacker, Jason Gindele, James Blount, Luke Wyatt, Chris Wendel, Darin Ginther, and Matt Baffunno (collectively referred to herein as "Plaintiffs"). The Plaintiffs and the individuals or entities with similar claims are individually "class members," together forming a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. WHY IS THERE A SETTLEMENT OF THIS ACTION WITH CUMMINS?

Defendants have denied all liability and wrongdoing in this case and has asserted various defenses to the Plaintiffs' claims. The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. That way, they avoid the cost and risk of a trial, and the Class Members affected can get compensation.

This Settlement is the product of extensive negotiations between lawyers for the Plaintiffs and Defendants. The Plaintiffs and Plaintiffs' Counsel think the Settlement is fair and in the best interests of all Class Members.

WHO IS AFFECTED BY THE SETTLEMENT

6. AM I A MEMBER OF THE CLASS?

The Class is defined as:

All persons and entities who purchased or leased a new 2013, 2014, or 2015 Dodge Ram 2500 or 3500 truck with Cummins Diesel between November 26, 2014 to July 13, 2016 in the following states: Alabama, Colorado, Florida, Georgia, Idaho, Kentucky, Michigan, Mississippi, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, Utah, Virginia, and Washington.

Excluded from the Settlement Class are: Cummins and FCA US; any affiliate, parent, or subsidiary of Cummins or FCA US; any entity in which Cummins or FCA US has a controlling interest; any officer, director, or employee of Cummins or FCA US; any successor or assign of Cummins or FCA US; and any judge to whom this Action is assigned, his or her spouse;

individuals and/or entities who validly and timely opt out of the settlement; and current or former owners of a Class Vehicles that previously released their claims in an individual settlement with Cummins with respect to the issues raised in the Action.

If you fall within this definition, and you did not previously exclude yourself from the Class, you are a Class Member.

7. WHAT IF I AM STILL NOT SURE WHETHER I AM INCLUDED?

Class Members have been identified using purchase and ownership records obtained from FCA US. If you are still not sure if you are a Class Member, you can get more information by visiting www.2500-3500dieselscrsettlement.com. You may also contact the Settlement Administrator, JND Legal Administration by calling 1-844-633-0696, or writing to Raymo v. FCA US LLC and CUMMINS INC, c/o JND Legal Administration, PO Box 91227 Seattle, WA 98111.

THE BENEFITS OF THE SETTLEMENT

8. WHAT DOES THE SETTLEMENT PROVIDE?

In accordance with the terms of the Settlement, Defendants have agreed to pay \$6,000,000.00 to Class Members (the "Settlement Fund"). If you are a Class Member and do not request exclusion from the Class, you may be eligible to receive a payment from the Settlement Fund. The final amount to be paid to each Class Member will depend upon the fees, costs, and incentive awards approved by the Court, but is estimated to be approximately \$100.40 per Eligible Truck, in the form of a check. Class Counsel estimates that if the Action were to proceed to trial resulting in a judgment in favor of the Class, the maximum possible recovery per vehicle would be approximately \$1,600.00. The Settlement would resolve all claims against Defendants.

Each Class Member shall be entitled to one *pro rata* share of the Net Settlement Fund for each Eligible Truck, identified by VIN, the Class Member purchased or leased during the Class Period. Thus, a Class Member who purchased one Eligible Truck during the Class Period will be entitled to one *pro rata* share of the Net Settlement Fund, while a Class Member who purchased two Eligible Trucks during the Class Period will be entitled to two *pro rata* shares of the Net Settlement Fund. Class Members have been identified using purchase and ownership records obtained from FCA US.

Plaintiffs will apply for reasonable Service Awards to be paid from the Settlement Fund for the time and efforts spent by Plaintiffs in this matter. Plaintiffs will request Service Awards of \$5,000 for each Plaintiff. Any such awards shall be subject to Court approval and will be paid from the Settlement Fund.

Plaintiffs' Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses from the Settlement Fund. Plaintiffs' Class Counsel's application for Attorneys' Fees shall not exceed 30% of the Settlement Fund, and shall include time already spent in prosecuting this case and time estimated to be expended through final implementation of this Settlement Agreement. Plaintiffs' Class Counsel will also seek an award of out-of-pocket expenses already incurred in prosecuting this case and estimated expenses through the final implementation of this Settlement Agreement. Any award of Class Counsel Attorneys' Fees and Expenses from the Settlement Fund shall be subject to Court approval and will be paid from the Settlement Fund.

9. IF YOU DO NOT OPT OUT, YOU WILL RECEIVE A CHECK.

Class Members will be identified using purchase and ownership records obtained from FCA US. The Settlement Fund will be administrated by JND Legal Administration. If the Court approves the Settlement, payments from the Settlement Fund will be distributed to Class Members who have not opted out of the Settlement in accordance with the terms of the Settlement Agreement and any applicable Order entered by the court for their respective *pro rata* share of the Net Settlement Fund. If you do not opt-out, you will receive a check for your share of the Settlement Fund, mailed to the address reflected in FCA US's records.

If you have any questions regarding your eligibility to participate in the Settlement, please contact the Court-appointed Settlement Administrator by calling 1-844-633-0696.

10. HOW MUCH WILL MY PAYMENT BE?

Each Class Member shall be entitled to one *pro rata* share of the Net Settlement Fund for each Eligible Truck, identified by VIN, the Class Member purchased or leased during the Class Period. Thus, a Class Member who purchased one Eligible Truck during the Class Period will be entitled to one *pro rata* share of the Net Settlement Fund, while a Class Member who purchased two Eligible Trucks during the Class Period will be entitled to two *pro rata* shares of the Net Settlement Funds. The final amount to be paid to each Class Member will depend upon the fees, costs, and incentive awards approved by the Court, but is estimated to be approximately \$100.40 per Eligible Truck. Class Counsel estimates that if the Action were certified as a Class Action for trial and proceeded to trial resulting in a judgment in favor of the Class on all claims with damages assessed at the highest value claimed, the maximum possible recovery per vehicle would be approximately \$1,600.00, from all Defendants. In that event, however, Cummins and FCA US would continue to dispute that the case should be certified as a class action for trial, that they should be held liable on any of Plaintiffs' claims, or that any damages should be awarded to Plaintiffs or the Class. As such, there is a substantial risk that if the case proceeded to trial, the Class could recover less than the Settlement Amount, or nothing.

Important! Class Members who exclude themselves in accordance with Question 13 below will not be able to share in the distribution from the Settlement Fund.

11. WHEN WILL I RECEIVE A PAYMENT?

There is no date certain for making payments from the Settlement Fund. The Settlement Fund will be distributed to eligible Class Members after the Court grants final approval to the Settlement and all claims have been fully processed by the Settlement Administrator.

Please Note: The Settlement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement. Should the Settlement be terminated, this Action will proceed against Cummins as if the Settlement had not been reached. If the Settlement is terminated, there will be no payments made to Class Members.

12. WHAT AM I GIVING UP TO RECEIVE A PAYMENT?

Unless you exclude yourself, you will remain in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Cummins related to its engines in Dodge Ram 2500 or 3500 trucks. It also means that all of the Court's orders will apply to you and legally bind you. As set forth in Section VIII of the Settlement Agreement:

In consideration of the Settlement and except as stated below in Sections VIII(C) and VIII(I), Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, Defendants' alleged conduct respecting the claims at issue in the Action, that are defined, alleged or described in the FAC, the Action or any amendments of the Action.

- "Released Parties" or "Released Party" means Defendants and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, insurers, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

EXCLUDING YOURSELF FROM THE CLASS

If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues being resolved by the Settlement, then you must take steps to get out of the Class. This is called excluding yourself - or sometimes referred to as "opting out." If you opt out of the Class, you will not receive any payment from the Settlement Fund.

13. CAN I EXCLUDE MYSELF FROM THE CLASS?

To exclude yourself, you must send a letter saying that you want to be excluded from the Class. If you want to keep the right to sue or continue to sue Cummins about the legal issues in this case, then you must exclude yourself from the Class. The letter must: (i) state the Class Member's full name and current address; (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease; and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class. Exclusions by letter should be sent to:

Raymo v. FCA US LLC and CUMMINS INC Opt Out
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

Exclusions sent by letter must be postmarked by [DATE].

If you ask to be excluded from the Class, you will not get any payment from the Settlement Fund pursuant to the Settlement and you cannot object to the Settlement. If you want to receive a payment from the Settlement, do not exclude yourself.

Important - Please Note: Unless you exclude yourself, if the Court approves the Settlement, you give up any right to sue Defendants for the claims that the Settlement resolves. If you have a pending lawsuit against Defendants related to its engines in Dodge Ram 2500 or 3500 trucks, speak to your lawyer in that case immediately. You must exclude yourself from the Class in order to continue your own lawsuit against Defendants.

Warning! If your request for exclusion is sent after the deadline, your request for exclusion will be considered invalid and you will not be excluded from the Class. You cannot exclude yourself by telephone.

14. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THE SETTLEMENT?

No. If you decide to exclude yourself from the Class, you will not be able to receive money from the Settlement.

THE LAWYERS REPRESENTING YOU

15. WHO REPRESENTS ME?

The Court appointed Hagens Berman Sobol Shapiro LLP, Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and The Miller Law Firm, P.C. as Class Counsel to represent the Class.

If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Settlement, you may hire one at your own expense. If you hire your own lawyer, you must tell the Court and send a copy of your notice to the Settlement Administrator at the address set forth in Question 17 below.

16. HOW WILL THE LAWYERS BE PAID?

You are not personally responsible for payment of attorneys' fees or expenses. Plaintiffs' Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses from the Settlement Fund. Plaintiffs' Class Counsel's application for Attorneys' Fees shall not exceed 30% of the Settlement Fund and shall include time already spent in prosecuting this case and time estimated to be expended through final implementation of this Settlement Agreement. Plaintiffs' Class Counsel will also seek an award of out-of-pocket expenses already incurred in prosecuting this case and estimated expenses through the final implementation of this Settlement Agreement. Plaintiffs' Counsel will also seek Service Awards of \$5,000 for each of the Plaintiffs who served as proposed class representatives while the case was pending. Any award of Class Counsel Attorneys' Fees, Expenses from the Settlement Fund, or Service Awards shall be subject to Court approval and will be paid from the Settlement Fund.

Important! Plaintiffs' Counsel's request for attorneys' fees, expenses and Case Contribution Awards will be on file with the Court, and available for review at www.2500-3500dieselscrsettlement.com as of [DATE].

OBJECTING TO THE SETTLEMENT, THE PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND CASE CONTRIBUTION AWARDS

17. HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member (and have not excluded yourself), you may tell the Court that you object to (or disagree with) all or part of the Settlement, Plan of Distribution, and/or Plaintiffs' Counsel's request for an award of attorneys' fees, reimbursement of expenses, and/or Case Contribution Awards to Plaintiffs. You must give reasons for your objection(s). The Court will consider your objections when it decides whether or not to finally approve the Settlement.

Any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other information the Class Member wishes to introduce in support of the objections, a statement of whether the Class Member intends to appear and argue at the Fairness Hearing, and the Class Member(s) to which the objection applies. Class Members may do so either on their own or through an attorney retained at their own expense. If you intend to appear at the final fairness hearing, you must also include a notice of intention to appear (*see* Question 21).

To object, you must file your written objection(s) with the Court at the following address **by [DATE]**:

Clerk of Court
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

You must also send a copy of your written objection(s) to Plaintiffs' Counsel and Counsel for Defendants, through the Settlement Administrator at the following address **by [DATE]**:

Raymo v. FCA US LLC and CUMMINS INC Objection
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you are a Class Member and stay in the Class. Excluding yourself, or "opting out," means that you are removing yourself from the Class and will have no right to proceeds from the Settlement. If you exclude yourself, you also have no right to object to the Settlement, because the Settlement no longer affect you.

THE COURT'S FAIRNESS HEARING

19. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at [TIME] p.m. on [DATE], at the Theodore Levin U.S. Courthouse, Courtroom 251, 231 W. Lafayette Blvd., Detroit, MI 48226. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Plan of Distribution and the request for attorneys' fees, expenses, and Case Contribution Awards. The Court will listen to Class Members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement, the Plan of Distribution, and the request for attorneys' fees, expenses, and Case Contribution Awards. We do not know how long a decision will take to be made.

Important! The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the Fairness Hearing, visit www.2500-3500dieselscrsettlement.com.

20. DO I HAVE TO COME TO THE HEARING?

No. Plaintiffs' Counsel will be prepared to answer any questions the Court may have at the Fairness Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to explain. As long as you mailed your written objection on time as set out in this Notice, the Court will consider it. You may also pay another lawyer to attend the hearing, but it is not required.

21. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you must file a Notice of Intention to Appear with the Court at the following address **by [DATE]**:

Clerk of Court
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

You must also mail copies of the Notice of Intention to Appear to the Settlement Administrator listed in Question 17 above, no later than [DATE].

IF YOU DO NOTHING

22. WHAT IF I DO NOTHING?

If you do nothing, you will remain in the Class. In that event, you will receive a check for your *pro rata* share of the Settlement Fund and you will be bound by the releases regarding the claims in this case as set forth in Section VIII of the Settlement Agreement, available in its entirety on the Settlement website, www.2500-3500dieselscrsettlement.com.

GETTING MORE INFORMATION

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and other documents related to the Action by visiting www.2500-3500dieselscrsettlement.com. In addition, Plaintiffs' Counsel's motions for final approval of the Settlement, Plan of Distribution and request for attorneys' fees, expenses, and Case Contribution Awards are currently due to be filed with the Court by **[DATE]** and will be available for review on the website.

If you have questions or want more information, you may contact the Settlement Administrator toll free 1-844-633-0696 or via mail:

Raymo v. FCA US LLC and CUMMINS INC
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: [DATE]

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
MICHIGAN

EXHIBIT 4

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JEREMY RAYMO, et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

FCA US LLC, a Delaware corporation,
and CUMMINS INC., an Indiana
corporation,

Defendants.

Case No.: 2:17-cv-12168

Hon. Terrence G. Berg

Mag. Judge Stephanie Dawkins Davis

**DECLARATION OF STEVE W. BERMAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Steve W. Berman, declare as follows:

1. I am the managing partner of the law firm Hagens Berman Sobol Shapiro LLP, attorneys for Plaintiffs in the above-captioned action. I could and would competently testify to the matters stated in this Declaration based on my personal knowledge or discussions with counsel in my firm.

2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. According to a list of Class Vehicles provided by FCA US from its sales records, there are 33,918 Trucks in the Class. FCA US has confirmed that number represents the vehicles sold in the relevant states during the Class Period.

4. At my direction, my firm estimated the likely recovery per Class Vehicle that will result from the payment at approximately \$100.40 per vehicle. That estimate assumes, solely for purposes of preliminary approval, that the Court will approve \$5,000 incentive awards for each of the proposed Class Representatives, award 30% of the Settlement Fund as attorneys' fees as permitted by the Settlement Agreement, approve Class Counsel's costs of litigation (which have been conservatively estimated for purposes of this exercise), and approve the Settlement Administrator's estimated costs for providing notice and distribution services. Class Counsel will make a specific fee request and submit an accounting of all claimed litigation costs in its anticipated motion for attorneys' fees, costs, and incentive awards.

5. Attached as **Exhibit A** to this declaration is a true and correct copy of the firm profile for Hagens Berman Sobol Shapiro LLP, detailing the experience of the attorneys assigned to this matter, and the firm's experience in relevant subject areas.

6. Attached as **Exhibit B** to this declaration is a true and correct copy of the firm profile for Carella, Byrne, Cecchi, Brody & Agnello, P.C., describing the firm's experience in relevant subject areas.

7. Attached as **Exhibit C** to this declaration is a true and correct copy of the firm profile for Seeger Weiss LLP, describing the firm's experience in relevant subject areas.

8. Attached as **Exhibit D** to this declaration is a true and correct copy of the firm profile for The Miller Law Firm, describing the firm's experience in relevant subject areas.

9. Attached as **Exhibit E** to this declaration is a true and correct copy of the estimate prepared by JND Legal Administration for providing Class notice and settlement administration services in connection with the proposed Settlement in this case. My firm obtained competitive bids for providing Class Settlement administration services, and in our experience and judgment these estimated costs are reasonable and justified considering the size of the Class.

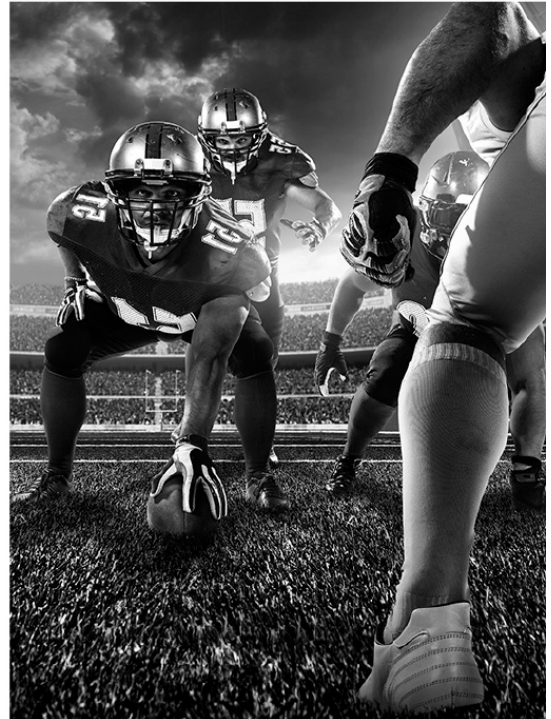
DATED: May 22, 2024
at Seattle, Washington

/s/ Steve W. Berman
STEVE W. BERMAN

EXHIBIT A



HAGENS BERMAN



Hagens Berman is a national leader in class-action litigation driven by an international team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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Garth Wojtanowicz 34

INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), product liability, tort, [sexual harassment](#), [securities and investment fraud](#), [employment](#), [whistleblower law](#), [intellectual property](#), [environmental](#) and employee pension protection cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious, and respect our skills and recognize our track record of achieving top results for those who need it most.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in London and Amsterdam. Our reach is not limited to the cities where we maintain offices. We have cases pending in several countries and have a vested interest in fighting global instances of oppression and injustice.

INTRODUCTION

Locations

SEATTLE

1301 Second Avenue, Suite 2000
Seattle, WA 98101
T 206-623-7292
F 206-623-0594

CHICAGO

455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
T 708-628-4949
F 708-628-4950

PHOENIX

11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003
T 602-840-5900
F 602-840-3012

BERKELEY

715 Hearst Avenue, Suite 300
Berkeley, CA 94710
T 510-725-3000
F 510-725-3001

LOS ANGELES

301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T 213-330-7150
F 213-330-7152

SAN DIEGO

533 F Street
Suite 207
San Diego, CA 92101
T 619-929-3340

BOSTON

1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
T 617-482-3700
F 617-482-3003

NEW YORK

555 Fifth Avenue, Suite 1700
New York, NY 10017
T 212-752-5455
F 917-210-3980

LONDON

Hagens Berman UK LLP
125 Old Broad Street
London, EC2N 1AR
T 0203 150 1445

INTRODUCTION

Remarks

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (Appointing the firm lead counsel in the case which would later usher in \$180 million in settlements.)*

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)*

“...I have never worked with such professional, decent counsel.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript Of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“...when you get good lawyers this is what happens; you get these cases resolved.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired) Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...Class counsel have devoted considerable time and resources to this litigation...”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired) Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— *Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$255 million settlement for class members.)*

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge
Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, In re Mercedes-Benz Emissions Litigation

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“unprecedented success in the antitrust field”

— California Magistrate Judge Nathanael M. Cousins
A July 2015 order awarding attorneys’ fees in student-athlete name and likeness litigation

“All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional... You did an exceptionally good job at organizing and managing the case...”

— U.S. District Court for the Northern District of California, In re Dynamic Random Access Memory Antitrust Litigation (Hagens Berman was co-lead counsel and helped achieve the \$325 million class settlement.)

“aggressive and independent advocacy”

— Hon. Thomas M. Durkin
Order Appointing Hagens Berman as Interim Class Counsel in In re Broiler Chicken Antitrust Litigation

INTRODUCTION

Victories & Settlements

The firm has recovered more than \$320 billion on behalf of class members in large-scale complex litigation.

\$260 BILLION

STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

\$25 BILLION

VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

\$14.7 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieselgate emissions-cheating scandal.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.6 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieselgate scandal. The settlement recovered nearly full damages for the class.

\$1.45 BILLION

MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

\$1.3 BILLION

HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

\$700 MILLION

MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

\$700 MILLION**WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION**

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

\$616 MILLION**APPLE E-BOOKS ANTITRUST LITIGATION**

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$616 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

\$535 MILLION**CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION**

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

\$470 MILLION**LCD ANTITRUST LITIGATION**

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

\$453 MILLION**GLUMETZA ANTITRUST LITIGATION**

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

\$444 MILLION**MCKESSON DRUG LITIGATION**

Hagens Berman was lead counsel in a series of racketeering cases against McKesson for drug pricing fraud that settled for more than \$444 million on the eve of trials.

\$383.5 MILLION**DAVITA HEALTHCARE PERSONAL INJURY LITIGATION**

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

\$406 MILLION**DRAM ANTITRUST LITIGATION**

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

\$385 MILLION**SUBOXONE ANTITRUST LITIGATION**

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

\$340 MILLION**RANBAXY INC.**

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

\$338 MILLION**AVERAGE WHOLESALE PRICE DRUG LITIGATION**

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION**NEURONTIN PFIZER LITIGATION**

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

\$307 MILLION

ECODIESEL EMISSIONS CHEATING LITIGATION

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

\$300 MILLION

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

\$295 MILLION

STERICYCLE, STERI-SAFE LITIGATION

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

\$255 MILLION

HYUNDAI & KIA FUEL ECONOMY LITIGATION

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

\$250 MILLION

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

\$250 MILLION

BOFA COUNTRYWIDE APPRAISAL RICO

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

\$235 MILLION

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

\$234 MILLION

AEQUITAS CAPITAL MANAGEMENT

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequitas companies. It is believed to be the largest securities settlement in Oregon history.

\$218 MILLION

JP MORGAN MADOFF

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

\$215 MILLION

USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

\$212 MILLION

TOYOTA, LEXUS DENSO FUEL PUMP DEFECT

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners.

\$208 MILLION

NCAA SCHOLARSHIP CAP ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

\$205 MILLION

OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

\$200 MILLION

NEW ENGLAND COMPOUNDING PHARMACY MENINGITIS OUTBREAK LITIGATION

Hagens Berman attorneys served as lead counsel for the plaintiffs' steering committee on behalf of plaintiff-victims of the 2012 fungal meningitis outbreak that led to more than 64 deaths and hundreds of joint infection cases.

\$181 MILLION

BROILER CHICKEN ANTITRUST LITIGATION

Hagens Berman serves as interim class counsel in a case against Tyson, Purdue and 16 other chicken producers for allegedly conspiring to stabilize chicken prices by reducing production. The firm continues to litigate the case against remaining defendants.

\$169 MILLION

ANIMATION WORKERS

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

\$150 MILLION

FLONASE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel representing purchasers in this case alleging GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

\$150 MILLION

LUPRON CONSUMER LITIGATION

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

\$125 MILLION

PHARMACEUTICAL AWP LITIGATION

Hagens Berman was lead counsel against 11 pharmaceutical companies, including Abbott Laboratories and Watson Pharmaceuticals, resulting in multiple settlements between 2006 and 2012. Defendants agreed to pay \$125 million in a nationwide settlement for intentionally inflating reports of the average wholesale prices (AWP) on certain prescription medications.

\$123.4 MILLION

EXPEDIA LITIGATION

Hagens Berman led this class action arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

\$120 MILLION

GENERAL MOTORS

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM's 2009 bankruptcy contributed up to \$50 million.

\$108 MILLION

FIAT CHRYSLER LOW OIL PRESSURE

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

PRACTICE AREAS

PRACTICE AREAS

Automotive – Defect, Fraud & Products Liability

In litigating cases, we strive to make an impact for large classes of consumers, especially those who fall victim to the gross negligence and lack of oversight of one of the nation's largest industries: auto manufacturing. Hagens Berman's automotive litigation team has repeatedly been named a Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence" in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman was selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown at an unrivaled pace, pioneering new investigations into emissions-cheating, defects, false marketing and safety hazards affecting the wellbeing of millions of drivers.

Hagens Berman's work fighting corporate wrongdoing in the automotive industry has repeatedly earned it a spot in the National Law Journal's list of Elite Trial Lawyers, and the firm's auto team who worked on *Toyota* were also named finalists for Public Justice's Trial Lawyer of the Year award.

Our firm has been a leader in this area of law for nearly a decade, and our settled cases include the following matters related to public safety, defect mitigation and more.

TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Steve Berman served as co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

RESULT: \$1.6 billion settlement, which was the largest automotive settlement in history at the time, surpassed only by the firm's future settlements

HYUNDAI/KIA THETA II GDI ENGINE FIRE HAZARD LITIGATION I

As co-lead counsel against Hyundai and Kia, Hagens Berman helped secure a \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires. The compensation includes lifetime warranty protection, software installation aimed to detect and prevent the engine defect, reimbursements for repair-related costs and lost value due to engine failures or fires, and payment for repair delays.

RESULT: \$1.3 billion settlement

HYUNDAI/KIA ENGINE FIRE HAZARD LITIGATION II

Following the firm's \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires in millions of Hyundai and Kia cars, Hagens Berman, which served as co-lead counsel in this case, also secured an additional settlement concerning engines not included in the first settlement. The newest settlement brings relief to owners of about 2.1 million vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines. "The

settlement is comprehensive in compensating class members for the harms suffered and providing protection against future harms,” Judge Staton said, noting that the deal is substantially similar to the one finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at up to \$1.3 billion.

RESULT: Settlement comparable to prior \$1.3 billion in *In re Hyundai and Kia Engine Litigation*

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD LITIGATION

Hagens Berman filed this class-action lawsuit against automakers Hyundai and Kia on behalf of owners and lessees of approximately three million U.S. vehicles regarding a defect affecting the vehicles’ hydraulic and electronic control units. The defect, which the lawsuit alleges Hyundai and Kia were aware of upon selling the affected vehicles, can cause electrical short-circuits and engine fires. Conservatively, plaintiffs’ expert values the settlement in the range of \$326 million to \$652 million, depending on relief claimed by affected owners and lessors.

RESULT: Settlement valued at more than \$300 million

HYUNDAI KIA FUEL ECONOMY LITIGATION

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of their cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year’s losses.

RESULT: \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

TOYOTA, LEXUS DENSO FUEL PUMP LITIGATION

The firm filed this class action regarding a defect in the DENSO fuel pump installed in the affected Toyota and Lexus vehicles which can leave vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increase the likelihood of a crash or injury.

RESULT: Settlement valued between \$212 million and \$288 million

HYUNDAI KIA CAR THEFT DEFECT LITIGATION

Serving as co-lead counsel, the firm achieved swift relief in this class action stemming from Hyundai and Kia’s failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle’s smart key. The lack of immobilizer in affected vehicles spawned viral “Kia Challenge” TikTok videos demonstrating simple measures “Kia Boys” take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

RESULT: Settlement-in-principle valued at more than \$200 million

GENERAL MOTORS IGNITION SWITCH LITIGATION

The firm served as co-lead counsel in a high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The lawsuit alleged GM did not take appropriate remedial measures, despite having prior knowledge of the defect.

RESULT: \$120 million settlement

FIAT CHRYSLER (FCA) LOW OIL PRESSURE SHUT OFF LITIGATION

Hagens Berman represented owners of Chrysler, Dodge, Fiat, Jeep and Ram vehicles affected by a defect causing overconsumption of oil and spontaneous vehicle shut off during low oil pressure. In 2022 a federal judge approved a settlement for owners of vehicles with 2.4L TigerShark MultiAir II engines.

RESULT: \$108 million settlement

HONDA INFOTAINMENT SYSTEM LITIGATION

In 2019, owners of Honda vehicles filed a class-action lawsuit against the automaker for a defect affecting the vehicles' infotainment system which was prone to failing to boot, freezing during use and suffering general malfunctions and glitches. Owners reported the issues on vehicles with as few as 580 miles. The U.S. district judge called the settlement for vehicle owners a "significant effort" in light of the difficulties and complexities of the case.

RESULT: \$33 million settlement

FORD MYFORD TOUCH LITIGATION

Hagens Berman served as co-lead counsel on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the flawed system put drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits.

RESULT: \$17 million settlement

ACURA RDX INFOTAINMENT SYSTEM LITIGATION

In this class-action lawsuit filed against American Honda Motor Co. Inc., owners of 2019 and 2020 Acura RDX vehicles accused the automaker of knowingly selling the vehicles with defective infotainment systems, posing a serious safety risk to drivers. The alleged defect causes many of the vehicles' features associated with the infotainment system to malfunction, including the navigation system, audio system, as well as safety features like the backup camera.

RESULT: \$10.5 million settlement

TESLA AUTOPILOT AP2 ROLLOUT DELAY LITIGATION

The firm filed a lawsuit against Tesla for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that did not meet Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

RESULT: \$5.4 million settlement

NISSAN QUEST ACCELERATOR LITIGATION

Hagens Berman represented Nissan Quest minivan owners alleging their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.

RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage

PENDING LITIGATION AGAINST AUTOMAKERS

The firm has filed several pending cases against major automakers, including the following class actions promoting consumers' rights:

FCA CHRYSLER PACIFICA HYBRID MINIVAN ENGINE SHUTDOWN LITIGATION

Over 67,000 Chrysler plug-in hybrid electric vehicles are at risk for spontaneous power loss while the vehicle is in motion due to a serious wiring defect in the transmission of the gasoline-driven portion of the powertrain. The automaker's

response to this potentially life-threatening issue falls short, leaving Chrysler customers with little recourse. According to a recall report filed with the National Highway Traffic Safety Administration in January 2023, 100% of 2017-2023 Chrysler Pacifica PHEVs are at risk for sudden engine shutoff due to this defect. Loss of motive power is total and comes without warning, giving drivers little or no opportunity to maneuver vehicles to safety, and can occur while moving at highway speeds.

FCA CHRYSLER PACIFICA HYBRID MINIVAN FIRE HAZARD LITIGATION

In this automotive class-action lawsuit, the firm serves as co-lead counsel representing owners of 2017 and 2018 Chrysler Pacifica plug-in hybrid electric minivans. Twelve fires have been reported in Chrysler Pacifica hybrid minivans. All of the vehicles that caught fire were parked and turned off; eight of the 12 vehicles were plugged in and charging. In the recall report filed with the National Highway Traffic Safety Administration, Chrysler said the “root cause is unknown.” Hagens Berman filed a consolidated master complaint Nov. 4, 2022. The complaint highlights Fiat Chrysler’s proposed “fix” as a “Hobson’s choice foisted on consumers” that fails to solve the issue. Even after having the recall performed, at least two Hybrid Pacifica vehicles have exploded into flames in owners’ garages and driveways.

FCA DODGE RAM 1500 & 1500 CLASSIC ECODIESEL TRUCKS EGR COOLER FIRE HAZARD LITIGATION

Hagens Berman represents owners of certain Dodge Ram 1500 trucks at risk for vehicle fire. Affected trucks have been built with defective EGR coolers that can crack due to thermal fatigue. This can allow coolant to leak into the running engine, which can result in combustion and a vehicle fire.

FCA DODGE RAM 2500/3500 SCR DEFECT

The lawsuit claims that owners of 2013-2017 Dodge RAM 2500 and 3500 trucks experienced significantly reduced miles per gallon and increased fuel costs due to a defect in the selective catalytic reduction system and subsequent changes in the vehicles’ emissions system software.

FCA MONOSTABLE GEARSHIFT LITIGATION

Over 811,000 Dodge Chargers, Chrysler 300s and Jeep Grand Cherokees were equipped with defective gear shifters that could cause the vehicles to roll away after the driver attempted to place the vehicle in park. The case went to trial, resulting in a mixed verdict in which the jury found the vehicles had a design defect under Utah law. Hagens Berman continues to pursue claims for damages on behalf of a class of owners/lessees from California and New York.

FORD, GM, FCA, NISSAN CP4 HIGH-INJECTION FUEL PUMP DEFECT LITIGATION

Hagens Berman has filed multiple class-action lawsuits against the “Big Three” — Ford, GM, and FCA — in addition to Nissan on behalf of diesel truck owners due to a defective high-pressure fuel injection pump in affected vehicles. The defective part generates metallic shavings and can lead to catastrophic failure of the engine. The complaints allege defendants routinely denied repair under warranty, even though the repair costs at least \$7,000, and in some cases exceeds \$10,000. After Hagens Berman filed suit against FCA with respect to the 3.0-liter engine cars and trucks, FCA issued a safety recall for those vehicles. In March 2023, Hon. Bernard A. Friedman allowed the majority of claims against Ford to continue, and in that same month, Hon. Terrence Berg certified seven state-specific classes on behalf of GM truck owners.

FORD ESCAPE, MAVERICK AND LINCOLN CORSAIR HYBRID FIRES LITIGATION

Ford has recalled more than 100,000 of its Escape, Maverick and Lincoln Corsair hybrid models manufactured since 2020 for a risk of spontaneously catching fire due to a safety defect. The issue has been traced to leaking fluid from the vehicles’ engine block or oil pan. In response, rather than fix the faulty engine blocks and oil pans, Ford has issued “fix” instructions to its dealers that ask them to remove blinds from the grill shutter and drill holes in the floor of the engine compartment, potentially causing flammable fluids to drip into the roadway and owners’ garages and driveways. The firm’s class-action lawsuit against Ford was filed in August of 2022.

FORD MUSTANG MACH-E SHUTDOWN DEFECT LITIGATION

Owners of 2021-2022 Ford Mustang Mach-E vehicles filed a class-action lawsuit against the automaker in relation to a defective high voltage main battery contactor that can reportedly suddenly and unexpectedly cause the vehicle to lose power, disabling the engine and key safety features. The defect presents a high risk of crash, injury and death. Ford's remedies have so far been unsuccessful and may be increasing charging times and decreasing the engine power for owners.

GM PCV SYSTEM FREEZE DEFECT LITIGATION

Hagens Berman represents those affected by a serious defect in various GM vehicles. In affected vehicles, colder temperatures can cause the PCV system to become at risk of freezing, building pressure in the vehicle's crankcase. The defect can lead to a range of consequences for vehicle owners, from a seal replacement that may cost over a thousand dollars, to complete engine failure costing several thousands of dollars. Many vehicle owners complain of no warning before the seal fails, leaving them stranded in freezing temperatures.

HONDA CIVIC ELECTRONIC POWER STEERING DEFECT LITIGATION

The firm filed a class-action lawsuit accusing American Honda Motor Company of selling 2022-2023 Civics which it knew were equipped with dangerously faulty electronic power steering (EPS) systems. The EPS system failure occurs without warning and under various driving conditions, causing the vehicles to lose steering control at high speeds. The National Highway Traffic Safety Administration opened a preliminary investigation after receiving 145 reports of "momentary increase in steering effort," described as "sticky steering," which could result in the inability to avoid a road hazard.

HYUNDAI, KIA & GENESIS EV BATTERY CHARGE DEFECT

According to the suit, owners of Hyundai Ioniq 5s, Hyundai Ioniq 6s, Genesis GV60s and Kia EV6s experience vehicle charging ports overheating in as little as 30 minutes, causing charging sessions to repeatedly fail. The plaintiffs say this can leave them with unexpectedly empty vehicle batteries, and Hyundai's proposed fix for the problem is inadequate. The proposed class brings claims that the automakers violated the Computer Fraud and Abuse Act and various state consumer protection laws.

TESLA MODEL S & MODEL X SOFTWARE BATTERY DRAIN DEFECT LITIGATION

Hagens Berman has filed a lawsuit on behalf of owners and lessors of Tesla Model S and Model X vehicles, alleging that Tesla's automatic software updates are responsible for a drastic drop in battery performance and driving range in affected vehicles. In some cases, attorneys allege, the software update renders batteries fully inoperable, and drivers are told they must purchase a new \$15,000 battery.

VW ATLAS WIRING HARNESS DEFECT LITIGATION

Hagens Berman represents owners and lessors of more than 222,000 defective Volkswagen Atlas vehicles affected by a dangerous manufacturing defect in the door wiring harness. The defect can cause vehicles' systems to malfunction, affecting the functionality of airbags, brakes and more. This defect can place drivers, passengers and other traffic or pedestrians in immediate safety risk and danger of crashes.

PRACTICE AREAS

Automotive – Emissions Cheating

Having filed the first Dieselgate case in the country, Hagens Berman played a lead role in the record-breaking Volkswagen diesel emissions litigation. But Hagens Berman knew the story didn't end there. Since the Dieselgate scandal, the firm has uniquely dedicated resources to uncovering cheating devices used by other automakers. We have become a trailblazer in this highly specialized realm, outpacing federal agencies in unmasking fraud in emissions reporting.

When news broke in 2015 of Volkswagen's massive diesel emissions-cheating scandal, Hagens Berman was the first law firm in the nation to file suit against the automaker for its egregious fraud, going on to represent thousands of owners in litigation and take a leading role on the Plaintiffs' Steering Committee that would finalize a \$14.7 billion, record-breaking settlement for affected owners. Since this case emerged, Hagens Berman has remained on the forefront of emissions litigation, relying on our legal team's steadfast and intensive investigative skills to unearth many other emissions-cheating schemes perpetrated by BMW, General Motors, Fiat Chrysler, Mercedes and other automakers, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations, as well as consumer confidence.

Hagens Berman's managing partner, Steve Berman, has dedicated the firm's resources to upholding the rights of consumers and the environment. The firm is uniquely dedicated to this cause and is the only firm that has purchased an emissions testing machine to determine if other diesel car manufacturers install cheating devices. The firm brings new cases based on its own research, time and testing.

VOLKSWAGEN DIESEL EMISSIONS LITIGATION

Hagens Berman was the first law firm in the nation to file a lawsuit against Volkswagen for its emissions fraud, seeking swift remedies for consumers affected by its fraud and violation of state regulations. The firm was named to the Plaintiffs' Steering Committee leading the national fight against VW, Porsche and Audi on behalf of owners and lessors of affected vehicles and also served as part of the Settlement Negotiating team in this record-breaking achievement.

RESULT: \$14.7 billion settlement, the largest automotive settlement in history

VOLKSWAGEN FRANCHISE DEALERS EMISSIONS LITIGATION

Hagens Berman served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three family-owned Volkswagen dealers filed a class action against VW for intentionally defrauding dealers by installing so-called "defeat devices" in its diesel cars that cause them direct harm. The suit states VW separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others and illegally channeled financing business to VW affiliate, Volkswagen Credit Inc. The settlement received nearly unanimous approval, with 99 percent participation in the settlement.

RESULT: \$1.67 billion settlement

MERCEDES BLUETEC EMISSIONS LITIGATION

Hagens Berman was appointed co-lead counsel in this class action representing thousands of vehicle owners against Mercedes concerning emissions-cheating in its BlueTEC diesel vehicles. The lawsuit states Mercedes told vehicle owners and lessees their diesel cars were “the world’s cleanest and most advanced diesel,” when in fact testing indicated a systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the highway emissions standard; at variable speeds, testing produced emissions as high as 30.8 times the standard, according to the firm’s independent testing.

Since the case settled, Hagens Berman has taken an advisory role in the emissions-cheating litigation against Mercedes’ parent company, Daimler, filed in Australia. The firm looks to build upon its existing win against Mercedes for emissions cheating in its vehicles sold in the U.S. and support Australians who were similarly deceived.

RESULT: \$700 million settlement

FIAT CHRYSLER ECODIESEL EMISSIONS LITIGATION

The firm led charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these “Eco” diesels to consumers who wanted a more environmentally friendly vehicle. Hagens Berman was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of affected Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm’s groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

RESULT: Settlement valued at \$307 million, dependent upon claims rate

PORSCHE EMISSIONS LITIGATION

This lawsuit claimed fuel economy inaccuracies in half a million 2005 to 2020 Volkswagen and Porsche gasoline models, and in 2022, a federal judge granted preliminary approval of an \$80 million settlement agreement regarding emissions-cheating claims. Under the settlement, consumers in the most basic bracket of the class can receive payments from \$250 to \$1,109 per vehicle, and those who purchased higher-performance vehicles can receive an additional \$250 in compensation, with other payments of \$200 per vehicle available to other eligible class members.

RESULT: \$80 million settlement

PENDING LITIGATION AGAINST AUTOMAKERS

The firm is currently litigating many pending cases against major automakers regarding emissions, including the following:

CHEVY CRUZE DIESEL EMISSIONS LITIGATION

Hagens Berman filed a class-action lawsuit against Chevrolet (a division of General Motors) and Robert Bosch, LLC for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay high premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, testing by an expert retained by Hagens Berman revealed the cars’ emissions are often up to 36 times the federal standard. In a recent ruling, U.S. District Judge Thomas L. Ludington upheld the bulk of the owners’ claims, and admitted the extensive emissions testing, software analysis, marketing and damages testimony offered by experts retained by Hagens Berman on behalf of Cruze owners. In 2022, Judge Ludington excluded one of GM’s experts and ruled on GM’s and Bosch’s motions for summary judgment, allowing the bulk of plaintiffs’ claims to proceed.

BMW X5 & 335D EMISSIONS LITIGATION

Based on BMW’s marketing, consumers who purchased its X5 Diesel and 335d vehicles assumed they were making a choice that was better for the environment than other options. BMW told the public that the vehicles “met emissions standards in all 50 states,” that “BMW Efficient Dynamics” meant “Less emissions,” that its engines “protect the environment every day,” were “environmentally friendly,” and turned nitric oxides (harmful pollutants in diesel exhaust)

“into environmentally compatible nitrogen and water vapor.” In reality, the 2009-2013 BMW X5 diesel and 2009-2011 335d vehicles emit harmful pollutants and emissions many times above legal emissions standards. . A federal judge granted preliminary approval to a settlement valued at \$6 million and preliminarily appointed Hagens Berman co-class counsel for the settlement class.

AUDI EMISSIONS LITIGATION

In 2016, Hagens Berman unearthed additional emissions-cheating by Audi, affecting its gasoline 3.0-liter vehicles. The firm’s investigation revealed a newly discovered defeat device installed in gasoline engines which changed how the transmission operated when testing was detected to lower CO2 emissions, but otherwise allowed excessive CO2 emissions in normal, on-road driving. The settlement the firm achieved as lead counsel benefited more than 88,000 vehicle owners and resulted in vehicle buybacks totaling more than \$30,000 for some class members.

DODGE RAM 2500/3500 DIESEL EMISSIONS LITIGATION

According to the firm’s investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions because fuel is diverted and burned to clear out the soot in the emission system. The firm is leading a national class action against Fiat Chrysler and Cummins (the engine manufacturer) for knowingly inducing consumers to pay premium prices for vehicles that exceed emissions standards, and lead to decreased fuel economy and higher costs because of the wasted fuel. Hagens Berman has also determined that there is a defeat device in these vehicles.

GENERAL MOTORS DURAMAX EMISSIONS LITIGATION

Hagens Berman recently pioneered another instance of diesel emissions fraud. The firm’s independent testing revealed that GM had installed an emissions-masking defeat device in its Duramax trucks, including [Chevy Silverado](#) and [GMC Sierra](#) models, in a cover-up akin to Volkswagen’s Dieselgate concealment. In real world conditions the trucks frequently emit 1.6 – 2.5 times the legal limit of deadly NOx pollutants and have been observed emitting almost 50 times the federal standard. Emissions cheating devices are installed in an estimated 705,000 affected vehicles.

FCA DODGE RAM 2500/3500 SCR DEFECT

According to the firm’s lawsuit stemming from consumers’ complaints, Dodge sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that contain a defect that may lead to drastically reduced MPG and higher fuel costs, as well as need of excess vehicle repairs. Dodge RAM owners report vehicles serviced 16 times in two years for this issue, and software updates affecting engine performance and mileage, with MPG dropping as much as 25 percent. The defect also causes the vehicles to emit illegally high emissions.

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YEARS OF EXPERIENCE

41

PRACTICE AREAS

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BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit

MANAGING PARTNER

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the **largest settlement in world history**, and at the time **the largest automotive, antitrust, ERISA and securities settlements in U.S. history**

INTRODUCTION

Steve Berman has dedicated this career as a class-action plaintiffs' lawyer to improving the lives of those most in need. He represents large classes of consumers, investors and employees in large-scale, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the **100 most powerful lawyers in the nation**, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. Steve's class-action lawsuits have led to record-breaking settlements, historic changes to industries and made real change possible for millions of individuals.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli—Steve knew he had to help. In that case, Steve alleged that the poisoning was the result of **Jack in the Box's cost cutting** measures and negligence. He was further inspired to build a firm that vociferously fought for the rights of those most in need. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys and has been praised for securing tangible benefits for class members, as well as outstanding monetary relief. Steve is particularly known for his tenacity in forging settlements that return a high percentage of recovery or meaningful industry change to class members.

[Print & Online Feature Interviews »](#)

CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP (UK)

CURRENT CASES

Steve leads the firm's efforts in the areas of antitrust, consumer protection and more, maintaining a leading edge amid shifting trends and technology. His active cases concern billions of dollars in damages and affect hundreds of millions of individuals. Steve's caseload spans several industries, including technology, college sports, agriculture and wages and include the following highlights.

AUTO DEFECT & EMISSIONS LITIGATION

Hagens Berman's settlements in automotive defect and emissions lawsuits are collectively valued at more than \$21.4 billion and have led to significant safety protocols and changes in the auto industry. Steve's expertise leading complex litigation has led him to be hand-selected to champion the rights of vehicle owners. He remains

- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

EDUCATION



University of Chicago Law School,
J.D., 1980



University of Michigan, B.A., 1976

dedicated to unearthing new instances of defect coverups, emissions cheating and safety concerns, utilizing the firm's resources to lead the charge against negligence.

CASE	DESCRIPTION
Daimler Mercedes BlueTEC Emissions – Australia Advisory Role	Following Hagens Berman's \$700 million settlement with Mercedes for alleged emissions cheating in the U.S., the firm has taken an advisory role in comparable litigation against Daimler filed in Australia. Status: Pending and Active
FCA Dodge RAM 2500/3500 Emissions – 2007-2012 & 2013-2023	Class action alleging Fiat Chrysler/Stellantis and Cummins placed emissions-cheating defeat devices in affected RAM trucks Status: 2007-2012 Models: Motion to Dismiss Denied in Part; 2013-2023 Models: Complaint Filed
FCA Chrysler Pacifica Hybrid Minivan Fire Hazard Co-lead Counsel	Class action against Fiat Chrysler/Stellantis alleging a defect in the design of Chrysler Pacifica hybrid minivans results in spontaneous fires while vehicle is parked and off Status: Motion to Dismiss Denied
General Motors CP4 Fuel Pump Defect Class Counsel	Class action alleging Chevy Silverado and GMC Sierra trucks with a Duramax diesel 6.6 V8 engine are equipped with a defective high-pressure fuel injection pump. Status: Class Certification Granted

ANTITRUST LITIGATION

The antitrust lawsuits that Steve Berman has led have secured settlements valued at more than \$27 billion, spotlighting anticompetitive practices that have harmed consumers across various industries. Steve's outstanding work in this field has earned the firm accolades and awards, and his current caseload speaks to the breadth of the firm's impact.

CASE	DESCRIPTION
Amazon Buy Box	Class action against Amazon for violating state consumer protection laws through the alleged use of a biased algorithm Status: Complaint Filed
Amazon E-Books Price-Fixing Co-Lead Counsel	Class action accusing Amazon of establishing an illegal monopoly of the e-books market and charging artificially inflated prices Status: Court Denies Amazon's Motion to Dismiss Monopoly Claims
Amazon Online Retailer Consumer Antitrust (Frame-Wilson) Interim Co-Lead Counsel	Class action accusing Amazon of increasing prices for online purchases made via other retailers Status: Amazon's Motion to Dismiss Claims Denied
Amazon.com Antitrust (De Coster) Co-Lead Counsel	Class action accusing Amazon of violating federal antitrust laws, causing customers to pay artificially high prices for products purchased via Amazon Status: Motion to Dismiss Denied
Apple iCloud Antitrust	Class action accusing Apple of violating antitrust laws and establishing a monopoly through its iOS cloud-based storage policies Status: Complaint Filed

AWARDS

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ATTORNEY**
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THE NATIONAL LAW JOURNAL

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[Apple Pay Payment Card
Issuer Antitrust](#)

Class action accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling innovation

Status: Motion to Dismiss Denied in Part

[Real Estate Commissions
Antitrust](#)
Co-Lead Counsel

Class action against four national broker franchises alleging parties illegally inflated commissions associated with home sales

Status: Settlements Reached Totaling \$693.2 Million

[RealPage Rent Price-Fixing –
State of Arizona](#)
Retained Counsel

Retained by Arizona Attorney General Kris Mayes in a consumer-protection lawsuit on behalf of the state of Arizona alleging leasing companies colluded to artificially increase the price of rent

Status: Complaint Filed

[NCAA Student-Athlete Name,
Image and Likeness](#)
Co-Lead Counsel

Class action representing current and former NCAA college athletes accusing the NCAA and its conferences of illegally limiting the compensation athletes may receive for the use of their names, images and likenesses

Status: Class Certification Granted

AGRICULTURE ANTITRUST LITIGATION

The firm's total settlements in this area of litigation is valued at more than \$636.32 million and have affected the lives of U.S. consumers and employees in the meat-processing industry. As inflation continues to rise, combatting anticompetitive schemes raising the cost of food is an issue pertinent to families across the nation.

CASE	DESCRIPTION
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	Class action alleging wage-fixing agreement between the nation's biggest poultry companies Status: Settlements Reached Totaling \$217.2 Million
Red Meat Processing Wage-Fixing Antitrust	Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed Status: Settlements Reached Pending Approval Totaling \$138.5 Million
Beef Antitrust Interim Co-Lead Counsel	Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products Status: Motion to Dismiss Denied
Broiler Chicken Antitrust Co-Lead Counsel	Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws Status: Settlements Totaling \$181 Million are Pending Court Approval, Class Certification Granted
Pork Antitrust Co-Lead Counsel	Class action alleging pork producers colluded to reduce pork production to artificially inflate prices Status: Settlements Reached Totaling \$95 Million
Turkey Antitrust Interim Co-Lead Counsel	Class action alleging antitrust scheme by food corporations Status: Settlement Reached With Tyson for \$4.62 Million, Seven Remaining Defendants

SECURITIES LITIGATION

Hagens Berman's total settlements in securities litigation valued at more than \$2.9 billion, and Steve's efforts in this area have helped to recover losses for millions of individuals who have been blindsided by instances of fraud and disinformation orchestrated by publicly traded companies.

CASE	DESCRIPTION
Plantronics, Inc. (NYSE: PLT) Co-Lead Counsel	Class action representing Plantronics investors seeking to recover damages caused by violations of the Securities Exchange Act of 1934 Status: Motion to Dismiss Denied
Vaxart, Inc. (NASDAQ: VXRT) Lead Counsel	Class action against Vaxart and controlling shareholder, Armistice, alleging claims under federal securities laws Status: \$12.015 Million Partial Settlement Reached
Zillow Group, Inc. (NASDAQ: Z, ZG) Lead Counsel	Class action alleging defendants falsely touted the durability and acceleration of Zillow Offers and improvements to pricing models Status: Motion to Dismiss Denied

CAREER HIGHLIGHTS

Steve's career highlights encompass the top cases in world history both in their historical significance and in their monetary relief. Steve's total settlements are valued at more than \$316 billion, including the infamous Big Tobacco litigation of the 90s, and have had major national impact. Steve's career highlights include Enron pension protection, justice for victims of Harvey Weinstein, restitution for those affected by Volkswagen's Dieselgate scandal, the complete remaking of college sports compensation and more.

His career focus remains clear: steadfast representation for those most in need across the nation. Steve's cases have brought widespread benefit to classes of individuals spanning industries and decades. Lawsuits he has settled have reunited Hungarian Holocaust survivors with priceless family heirlooms, and also enacted major changes in youth soccer and NCAA sports to promote safety and minimize the risk of concussions. Below are Steve's outstanding career highlights.

CASE/ROLE	SETTLEMENT VALUE	NATIONAL IMPACT
State Tobacco Litigation Special Assistant Attorney General Representing 13 States	\$260 billion	Largest civil settlement in history The multi-state agreement required tobacco companies to pay the states \$260 billion and submit to broad advertising and marketing restrictions, leaving a lasting and widespread impact.
Visa Check/MasterMoney Antitrust Litigation Co-lead Counsel	\$25 billion	Largest antitrust settlement in U.S. history at the time Agreements with Visa and Mastercard secured relief valued at as much as \$25-87 billion, and injunctive relief reducing interchange rates, among other benefits.
Volkswagen/Porsche/Audi Emissions Scandal	\$14.7 billion	Largest ever brought against any automaker Hagens Berman's automotive legal team was

Plaintiffs' Steering Committee and Settlement Negotiating Team		the first to file in this historic lawsuit against Volkswagen for its emissions cheating and masking of harmful pollutants, culminating in a historic settlement.
Volkswagen Franchise Dealerships Lead Counsel	\$1.67 billion	The firm achieved a monumental settlement on behalf of Volkswagen dealerships across the U.S. blindsided by the automaker's emissions cheating, returning an average payment to each Dealer Settlement Class Member of approximately \$1.85 million.
Toyota Sudden, Unintended Acceleration Co-lead Counsel	\$1.6 billion	Largest automotive settlement in history at the time The firm did not initially seek to lead this litigation but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs.
Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement Co-lead Counsel	\$1.3 billion	The firm achieved a settlement in response to a defect in 4.1 million Hyundai and Kia vehicles equipped with Theta II GDI engines putting owners at risk for spontaneous, non-collision engine fires or premature engine failure.
Mercedes BlueTEC Co-lead Counsel	\$700 million	Spurred by the firm's success in the Volkswagen Dieselgate case, Steve independently tested diesel vehicles across manufacturers, uncovering additional instances of emissions-cheating, masked via illegal defeat devices.
Apple E-Books Antitrust Co-lead Counsel	\$616 million	This antitrust lawsuit alleged Apple and five of the nation's top publishers colluded to raise the price of e-books for U.S. consumers. Steve's litigation resulted in an unheard of recovery equal to twice consumers' actual damages. Apple took the case to the U.S. Supreme Court, where it denied Apple's request to review the case.
McKesson Drug Class Litigation Co-lead Counsel	\$350 million	Steve was named co-lead counsel in this action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.
Average Wholesale Price Litigation	\$338 million	Drug prices charged to consumers and payers across the nation are significantly more than the cost to produce them. In many cases, Big Pharma conspires with other companies to create these false profits. Hagens Berman has helped several classes of plaintiffs obtain multimillion-dollar judgments.
Enron Pension Protection Litigation Co-lead Counsel	\$250 million	Attorneys represented 24,000 Enron employees claiming the company recklessly endangered retirement funds, causing some employees to lose hundreds of thousands of dollars almost overnight, in a major economic milestone in U.S. history.

BoA Homeloans	\$250 million	Following the historic market crash in 2008, Hagens Berman filed this class action against Bank of America, Countrywide and LandSafe, alleging their collusion was in direct violation of the RICO Act and other laws.
McKesson Governmental Entity Class Litigation Lead Counsel	\$82 million	Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.
JPMorgan Madoff Lawsuit	\$218 million	This historic settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion, in which Hagens Berman returned hundreds of millions of dollars on behalf of Bernard L. Madoff investors.
NCAA Athletic Grant-in-Aid Cap Antitrust Co-lead Counsel	\$208 million	Steve pioneered this historic case which forever changed NCAA sports and the lives of 53,748 class members. The case culminated in a \$208 million settlement regarding damages and injunctive relief secured through a unanimous U.S. Supreme Court decision in favor of plaintiffs. According to the Court, the NCAA “permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education” that conferences or schools may make available. Schools are now allowed to provide benefits tethered to education up to \$6,000 annually
Apple iOS App Developers Class Counsel	\$100 million	Hagens Berman represented developers of iOS apps sold via Apple’s App Store or featuring in-app sales, alleging the tech giant engaged in anticompetitive practices that harmed developers. The settlement brings important changes to App Store policies and practices. U.S. iOS app developers with less than \$1 million per year in proceeds from App Store sales through all associated developer accounts across the nation can receive hundreds to tens of thousands of dollars from the fund.
Google Play Store App Developers Co-lead Counsel	\$90 million	This antitrust class action accused Google of monopolizing its Play Store through anticompetitive policies, affecting small businesses across the nation. Attorneys for the class of roughly 43,000 Android app developers say some class members will likely see payments in the hundreds of thousands of dollar
Zuora Investor Fraud Lead Counsel	\$75.5 million	In a showcase of Steve’s securities litigation expertise, this settlement achieved in 2023 provides significant relief to purchasers of the securities of Zuora across the U.S.

NCAA Concussions Lead Counsel	\$75 million	Hagens Berman served as lead counsel in this multidistrict litigation against the NCAA, achieving medical monitoring and injunctive relief in the form of changes to concussion management and return-to-play guidelines. The lawsuit alleged the institutions neglected to protect college athletes from concussions and their aftermath at schools across the country.
NCAA/Electronic Arts Name and Likeness Co-lead Counsel	\$60 million	This first-of-its-kind lawsuit ushered in the first time that hardworking college athletes saw some of the profits from the use of their likeness in video games. More than 24,000 individuals were eligible to receive payment, and checks were issued for up to \$7,600, with a median around \$1,100.
Harvey Weinstein Sexual Harassment	\$17.1 million	As the #MeToo movement hit a fever pitch moment, Hagens Berman's Steve Berman represented a class of those harmed by Harvey Weinstein, a kingpin of sexual harassment in Hollywood. The firm litigated the case through to bankruptcy proceedings in 2020.
Youth Soccer Concussions		Steve pioneered this first-of-its-kind lawsuit that ended heading for US Soccer's youngest players to diminish risk of concussions and traumatic brain injuries, changing the game for youth players across the U.S.

RECENT SUCCESS

Steve Berman has achieved monumental settlements within the last two years, bringing hundreds of millions of dollars of relief to classes of everyday individuals affected by pricing schemes, automotive defects and other instances of wrongdoing. Through his recent case work, Steve maintains Hagens Berman's edge and excellence in class-action litigation.

CASE NAME	DATE	EVENT
Real Estate Commissions Antitrust Co-lead Counsel	04/23/24	Settlement Receives Preliminary Approval
Hyundai / Kia Engine Fire Hazard Co-lead Counsel	04/09/24	Settlement Receives Final Approval
Real Estate Commissions Antitrust Co-lead Counsel	03/15/24	Settlement Agreements Reached
NCAA/EA Video Games Likeness Co-lead Counsel	03/04/24	10,000 Athletes Revive EA College Football Videogame Following Name, Image and Likeness Litigation
BMW X5 and 335d Diesel Emissions Co-Class Counsel	02/28/24	Settlement Receives Preliminary Approval

BMW X5 and 335d Diesel Emissions Co-Class Counsel	11/17/23	Settlement Agreements Reached
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	11/03/23	Class Certification Granted
Hyundai / Kia Car Theft Defect Co-Lead Counsel	10/31/23	Settlement Receives Preliminary Approval
Visa MasterCard ATM Co-Lead Counsel	09/27/23	Circuit Court Declines to Review Class Certification En Banc
University of Washington College Tuition Payback	06/29/23	Class Certification Granted
Emory University College Tuition & Fees Payback	06/15/23	Partial Class Certification Granted
Insulin Overpricing Interim Lead Counsel	05/26/23	Settlement Agreement Reached
Hyundai / Kia Hydraulic Electronic Control Unit (HECU) Fire Hazard	05/05/23	Settlement Receives Final Approval
CP4 Fuel Pump Defect – GM/Ford/FCA	03/31/23	Motion to Dismiss Denied
Hyundai/Kia Engine Fire Hazard Co-Lead Counsel	02/08/23	Settlement Receives Preliminary Approval
Brandeis University College Tuition Payback	10/18/22	Motion to Dismiss Denied
Pork Antitrust Co-Lead Counsel	09/27/22	Settlement Agreements Reached
Amazon.com Consumer Fraud	09/14/22	California AG Files Similar Case, Echoing Hagens Berman's Claims
Porsche Panamera & 911 Emissions	10/21/22	Settlement Receives Final Approval
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	07/19/22	Motions to Dismiss Denied

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society's ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship. [Read more »](#)
- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws

on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

RECOGNITION

- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- Lawyer of the Year, Litigation, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Product Liability Litigation, Best Lawyers, 2024
- Legal Lion of the Week as part of the litigation team that achieved class certification in [NCAA Student-Athlete Name, Image and Likeness](#), Law360, 2023
- Best Lawyers in America in Litigation, Securities and Product Liability Litigation, Plaintiffs and Other Areas of Note, 2023
- Washington Super Lawyers, 1999-2023
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2021, 2019, 2018
- Class Action MVP of the Year, Law360, 2016-2020
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers, 2019-2023
- Lawdragon 500 Leading Lawyers in America, 2014-2019
- State Executive Committee member, The National Trial Lawyers, 2018
- Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts, 2017
- Finalist for Trial Lawyer of the Year, Public Justice, 2014
- One of the 100 most influential attorneys in America, The National Law Journal, 2013
- Most powerful lawyer in the state of Washington, The National Law Journal, 2000
- One of the top 10 plaintiffs' firms in the country, The National Law Journal



PRESENTATIONS

- Steve is a frequent public speaker and has been a [guest lecturer at Stanford University](#), University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international [Hagens Berman Axeon](#) cycling team.



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YEARS OF EXPERIENCE

20

PRACTICE AREAS

Civil & Human Rights
Antitrust Litigation
Automotive Litigation
Class Action
Racketeering

BAR ADMISSIONS

- District of Columbia
- New York
- Washington

CLERKSHIPS

- The Honorable Louis F. Oberdorfer, U.S. District Court for D.C.
- U.S. Senate Judiciary Committee, Senator Leahy, Washington, D.C.

EDUCATION

Berkeley Law

University of California, Berkeley
School of Law, J.D., top 15% of
graduating class, 2002

PARTNER

Jerrod C. Patterson

Mr. Patterson served as a federal prosecutor for more than nine years, prosecuting tax cases, fraud and other financial crimes. He has extensive experience trying complex cases to verdict.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust and other fraud and RICO cases, including *Generic Pharmaceuticals Pricing Antitrust*, *Dodge RAM 2500 and 3500 Emissions*, and *Ford/GM/FCA CP4 Injection Pump Defect*
- Extensive experience in handling complex multidistrict cases
- Mr. Patterson brings to the firm extensive trial experience and a history of prosecuting complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering and prescription fraud

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Patterson served as an Assistant United States Attorney at the U.S. Attorney's Office in Seattle, WA.
 - Prosecuted complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering, and prescription fraud
 - Served as Project Safe Childhood Coordinator; led efforts to investigate and prosecute child pornography and child exploitation cases
 - Led prosecution of large-scale drug trafficking organizations, including cartels and street gangs, to interdict drug smuggling and investigate money laundering
- Trial Attorney, U.S. Department of Justice Washington, D.C., Tax Division, Northern Criminal Enforcement Section
 - Co-chaired prosecution of two defendants, in separate trials, for scheme to defraud the Cleveland Catholic Diocese
- Special Assistant U.S. Attorney, U.S. Attorney's Office for D.C. Nov. 2006 – May 2007
 - Prosecuted 22 bench trials in Sex Offense/Domestic Violence Section
- Associate, Wilmer Cutler Pickering (WilmerHale)

RECOGNITION

- Outstanding Performance as a Special Assistant U.S. Attorney, U.S. Attorney General, 2010
- Outstanding Tax Division Attorney, Assistant Attorney General, 2009
- Outstanding Tax Division Attorney, Assistant Attorney General, 2008

JOHNS HOPKINS
SCHOOL of ADVANCED
INTERNATIONAL STUDIES

Johns Hopkins University, School of Advanced International Studies, M.A., International Economics and International Relations, Graduated *with distinction* (top 10%), 1997



BROWN UNIVERSITY

Brown University A.B., International Relations, magna cum laude, 1995

- Best Financial Investigation in the Nation, Organized Crime and Drug Enforcement Task Force, 2012

NOTABLE CASES

- CP4 High-Pressure Fuel Pump Litigation, A series of class action cases against GM, Ford, FCA and Nissan for their use of a defective high pressure fuel pump that generates metallic shavings and can lead to catastrophic failure of the engine
- *In re Animation Workers Antitrust Litig.*, 14-cv-4062 LHK (N.D. Cal.): Class-action antitrust case against major animation studios for conspiring to fix wages of their animators. The parties settled the case for \$169 million
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.): Class-action antitrust case against over two dozen generic pharmaceutical manufacturers for conspiring to fix the price of generic drugs
- *In re Lithium Ion Batteries Antitrust Litig.*, 12-cv-5129 YGR (N.D. Cal.): Class-action antitrust case against large battery producers for conspiring to fix prices. The parties settled the case for a total of \$113 million
- As a federal prosecutor, led or co-chaired 11 federal jury trials, and 22 bench trials

PERSONAL INSIGHT

Although not a Washington state native, Mr. Patterson has quickly adopted Seattle as his hometown. In his spare time, he and his family enjoy the local wineries, lakes and hiking trails.



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YEARS OF EXPERIENCE

21

PRACTICE AREAS

Class Action

Consumer Rights

Investor Fraud

Securities

Unfair Competition

BAR ADMISSIONS

- Washington
- California

EDUCATION

SCHOOL OF LAW

UNIVERSITY of WASHINGTON

University of Washington School
of Law, J.D., 2000

UNIVERSITY of WASHINGTON

University of Washington, B.A.,
English, 1997

AWARDS

Super Lawyers
RISING STARS

PARTNER

Garth Wojtanowicz

Named a “Rising Star” by Super Lawyers Magazine in 2006, 2007, 2010

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on consumer protection cases
- Currently working on the Hagens Berman team pursuing a nationwide class action against medical waste disposal company [Stericycle, Inc.](#), challenging that company’s hundreds of millions of dollars in over-charges to doctors’ offices, dentist offices, hospitals and similar businesses
- Also working on cases against Fresenius Medical Care, N.A. and DaVita, Inc., the first and second largest dialysis companies in the United States, relating to those companies’ use of GranuFlo

EXPERIENCE

- Member, Cornerstone Law Group, PLLC
- Associate, Danielson Harrigan Leyh & Tollefson, LLP
- Assistant City Attorney, Seattle City Attorney’s Office, Civil Division

RECOGNITION

- Rising Star, Super Lawyers Magazine, 2006, 2007, 2010

NOTABLE CASES

- *In re Stericycle, Inc., Steri-Safe Contract Litigation*: ongoing litigation resulting in a February 2017 order certifying a nationwide class for breach of contract and consumer fraud with damages estimated between \$600 million and \$1 billion
- *Toyota Sudden, Unintended Acceleration (SUA)* class-action lawsuit on behalf of Toyota owners and lessees, which resulted in an historic settlement recovery valued at \$1.6 billion

PERSONAL INSIGHT

Mr. Wojtanowicz volunteers his time as a non-profit director for Girls Giving Back and Blossoming Hill Montessori School, and volunteers with the American Immigration Representation Project. In the past, he volunteered with Northwest Immigrant Rights Project.

EXHIBIT B



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey – New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne’s class action practice - founded and led by James E. Cecchi - is the preeminent consumer class action firm in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation’s most complex and important consumer class actions effecting consumer rights in the last ten years. The most recent examples, to name a few are: (1) *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*; (2) *In re Takata Airbag Product Defect Litigation*; (3) *In re National Prescription Opiate Litigation*; (4); *In re American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*; (5) *In re Mercedes-Benz Emissions Litigation*; (6) *In re Liquid Aluminum Sulfate Antitrust Litigation*; (7) *In re Volkswagen Timing Chain Product Liability Litigation*; (8) *In re Insulin Pricing Litigation*.

REPRESENTATIVE MATTERS

- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs’ Executive Committee relating to marketing of opioid drugs. Recent settlements include a proposed \$26 billion settlement with the nation’s largest drug distributors and Johnson & Johnson. Recent trial team victories include Track 3 bellwether of \$650.6 million.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000.)
- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

EXHIBIT C

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SEEGERWEISS_{LLP}

One of the preeminent trial law firms in the nation, Seeger Weiss is best known for its landmark verdicts and settlements in multidistrict mass tort and class action litigation on behalf of consumers, veterans, athletes, farmers, municipalities, counties, and other injured parties. Since its founding in 1999, the firm has led and tried some of the most complex and high-profile litigations in the nation, including multiple bellwether trials, in both state and federal courts.

Team	Languages	Offices
Managing partners: <ul style="list-style-type: none">• Christopher A. Seeger• Stephen A. Weiss• David R. Buchanan	<ul style="list-style-type: none">• English• German• Hebrew• Hindi• Korean• Russian• Spanish• Urdu	New Jersey 55 Challenger Road Ridgefield Park, NJ 07660
Total partners: 12		New York 100 Church Street New York, NY 10007
Total lawyers: 50		Pennsylvania 325 Chestnut Street Suite 917 Philadelphia, PA 19106
		Massachusetts 1280 Centre Street Suite 230 Newton, MA 02459

Representative Cases

Consumer Protection / Product Liability

Social Media Adolescent Addiction/Personal Injury Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 3047

Co-lead counsel in MDL prosecuting product liability claims targeting social media platforms.

Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation

WESTERN DISTRICT OF PENNSYLVANIA – MDL No. 3014

Co-lead counsel in MDL prosecuting claims arising from recalled medical product. Uncapped \$479 million economic loss class action settlement for patients and payers impacted by recall.

3M Combat Arms Earplug Products Liability Litigation

NORTHERN DISTRICT OF FLORIDA – MDL No. 2885

Co-lead counsel in MDL prosecuting product liability claims arising from product. Over \$6 billion settlement on behalf of 250,000 servicemembers and veterans.

Intel Corp. CPU Marketing, Sales Practices & Products Liability Litigation

DISTRICT OF OREGON – MDL No. 2828

Co-lead counsel in class action prosecuting consumer fraud, product defect and related claims.

American Medical Collection Agency, Inc. Customer Data Security Breach Litigation

DISTRICT OF NEW JERSEY – MDL No. 2904

Co-lead counsel (Quest Track) in class action prosecuting consumer data privacy claims.

Davol, Inc. / C.R. Bard Inc. Polypropylene Hernia Mesh Products Liability Litigation

SOUTHERN DISTRICT OF OHIO – MDL No. 2846

Executive Committee member in MDL prosecuting product liability claims arising from medical product.

Volkswagen “Clean Diesel” Marketing, Sales Practices, & Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2672

Steering Committee in class action arising from consumer fraud. Over \$20 billion settlement on behalf of over 500,000 class members.

Mercedes-Benz Emissions Litigation

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims. \$700 million settlement on behalf of class members.

Fenner et al. v. General Motors LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Counts et al. v. General Motors, LLC

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Bledsoe et al. v. FCA US LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Gamboa et al. v. Ford Motor Company et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Rickman v. BMW of North America

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

FieldTurf Artificial Turf Marketing & Sales Practices Litigation

DISTRICT OF NEW JERSEY – MDL No. 2779

Co-lead counsel prosecuting class action for fraud, product defect, and related claims.

Chinese-Manufactured Drywall Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2047

Lead trial counsel and trial committee chair in MDL prosecuting fraud, product defect, and related claims. Over \$1 billion settlement on behalf of nearly 5,000 plaintiffs.

Depuy Orthopaedics, Inc. ASR Hip Implant Products Multidistrict Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2197

Executive Committee in MDL prosecuting fraud, product defect, and related claims. \$2.5 billion

settlement.

Catastrophic Injury

NFL Players' Concussion Injury Litigation

EASTERN DISTRICT OF PENNSYLVANIA – MDL No. 2323

Co-lead counsel and chief negotiator for class of former NFL players. Over \$1 billion uncapped settlement fund plus medical testing program on behalf of over 20,000 plaintiffs.

Wildcats Bus Crash Litigation

NEW YORK SUPREME COURT OF LIVINGSTON COUNTY

Lead counsel. \$2.25 million verdict followed by \$36 million settlement on behalf of 11 plaintiffs.

Drug Injury

National Prescription Opiate Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2804

Member of Plaintiffs' Executive Committee, Settlement Committee, Manufacturers' Committee, Law and Briefing Committee, as well as co-lead counsel for Negotiation Class in MDL prosecuting RICO, public nuisance, and related claims on behalf of local governments.

Proton-Pump Inhibitor Products Liability Litigation (No. II)

DISTRICT OF NEW JERSEY – MDL No. 2789

Co-lead counsel in ongoing MDL representing individuals injured by gastric acid reduction medication. \$533.5 million in settlements with multiple defendants.

Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2973

Co-lead counsel in MDL representing individuals injured by interstitial cystitis medication.

Testosterone Replacement Therapy Products Liability Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 2545

Co-lead counsel and lead trial counsel in MDL representing individuals injured by testosterone medication. \$140 million verdict in bellwether case Konrad v. AbbVie Inc. and \$150 million verdict in bellwether case Mitchell v. AbbVie Inc.

Invokana Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2750

Co-lead counsel in MDL representing individuals injured by diabetes medication. Confidential settlement on behalf of plaintiffs.

Vioxx Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 1657

Co-lead counsel in MDL representing individuals injured by pain medication. \$4.85 billion global settlement on behalf of more than 45,000 plaintiffs in approximately 27,000 claims.

Zyprexa Products Liability Litigation

EASTERN DISTRICT OF NEW YORK – MDL No. 1596

Liaison counsel. \$700 million first-round settlement and \$500 million second-round settlement.

Kendall v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Co-trial counsel. \$10.6 million verdict on behalf of plaintiff.

McCarrell v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Liaison counsel. \$25.16 million verdict on behalf of plaintiff.

Rossitto & Wilkinson v. Hoffmann La Roche, Inc.

NEW JERSEY SUPERIOR COURT

Lead trial counsel. \$18 million verdict on behalf of two plaintiffs.

Accutane Litigation

NEW JERSEY SUPERIOR COURT – MDL No. 2523

Lead trial counsel. \$25.5 million verdict on behalf of plaintiff.

Humeston v. Merck & Co.

NEW JERSEY SUPERIOR COURT

Co-trial counsel. \$47.5 million verdict on behalf of plaintiff.

Vytorin/Zetia Marketing, Sales Practices, & Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 1938

Co-liaison counsel and principal negotiator. \$41.5 million settlement.

Phenylpropanolamine (PPA) Products Liability Litigation

WESTERN DISTRICT OF WASHINGTON – MDL No. 1407

Co-lead counsel and principal negotiator. Over \$40 million nationwide settlement.

Xarelto (Rivaroxaban) Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2592

Plaintiffs’ Steering Committee member in MDL. \$775 million settlement on behalf of more than 25,000 plaintiffs.

Opioids Liability

National Prescription Opiate Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2804

Member of Plaintiffs’ Executive Committee, Settlement Committee, Manufacturers’ Committee, and Law & Briefing Committee in multidistrict litigation prosecuting RICO, public nuisance and related claims on behalf of local governments. Co-lead counsel for Negotiation Class.

Bergen County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Camden County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Essex County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

City of Jersey City v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Bloomfield v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Irvington v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Antitrust

Humira (Adalimumab) Antitrust Litigation

NORTHERN DISTRICT OF ILLINOIS

Executive Committee member in class action prosecuting antitrust claims for end-payors.

German Automotive Manufacturers Antitrust Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2796

Plaintiffs' Steering Committee member in class action prosecuting consumer antitrust claims.

Liquid Aluminum Sulfate Antitrust Litigation

DISTRICT OF NEW JERSEY – MDL No. 2687

Plaintiffs' Steering Committee member in class action prosecuting antitrust claims on behalf of water treatment chemical purchasers. \$33 million settlement.

Polyurethane Foam Antitrust Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2196

Executive Committee member in class action prosecuting antitrust claims on behalf of direct purchasers. Approximately \$428 million settlement.

Securities

Potter v. Valeant Pharmaceuticals International, Inc. et al.

DISTRICT OF NEW JERSEY

Liaison counsel in class action prosecuting securities fraud claims. \$1.2 billion settlement.

Novo Nordisk Securities Litigation

DISTRICT OF NEW JERSEY

Co-liaison counsel and member of Executive Committee in securities fraud class action.

Pfizer Inc. Securities Litigation

SOUTHERN DISTRICT OF NEW YORK

Class and science counsel, lead counsel for class plaintiffs in Daubert hearing, and designated trial counsel. Case resolved with a \$486 million cash settlement fund for the aggrieved investors.

Environmental/Toxic Exposure

East Palestine Train Derailment Litigation

NORTHERN DISTRICT OF OHIO

Member of Plaintiffs' Executive Committee in class action prosecuting negligence, nuisance, and

SEEGERWEISS^{LLP}

product liability claims.

Aqueous Film-Forming Foams (AFFF) Products Liability Litigation

DISTRICT OF SOUTH CAROLINA – MDL No. 2873

Member of Plaintiffs’ Executive Committee in MDL. Global settlements totaling more than \$13 billion on behalf of state and local governments.

Syngenta AG MIR 162 Corn Litigation

DISTRICT OF KANSAS – MDL No. 2591

Member of Plaintiffs’ Executive Committee. Certification of eight statewide and one nationwide class. Member of Plaintiffs’ Settlement Negotiating Committee and principal negotiator. \$1.51 billion nationwide settlement.

Bayer CropScience Rice Contamination Litigation

EASTERN DISTRICT OF MISSOURI – MDL No. 1811

Executive Committee in MDL. \$750 million settlement.

“StarLink” Corn Products Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 1403

Co-lead counsel in class action MDL. \$110 million settlement.

Owens v. ContiGroup Companies

WESTERN DISTRICT OF MISSOURI

Lead trial counsel. \$11 million settlement for 15 plaintiffs.

ERISA

Alcantara v. Bakery & Confectionery Union & Industry International Pension Fund Pension Plan a/k/a In re Bakery & Confectionery Union & Industry International Pension Fund Pension Plan

SOUTHERN DISTRICT OF NEW YORK

Working with co-counsel, obtained a favorable published decision, affirmed on appeal, that pension plan amendment violated ERISA’s “anti-cutback” provision, resulting in restoration of subsidized early retirement benefits eligibility for some 540 former workers.

In re Delta Air Lines

NORTHERN DISTRICT OF GEORGIA – MDL No. 1424

Secured \$16 million settlement on behalf of retired Delta Air Lines pilots who had been hired before 1972 and who challenged a pension plan amendment as violative of ERISA’s “anti-cutback” provision.

In re BellSouth Corp. ERISA Litigation

NORTHERN DISTRICT OF GEORGIA

Helped obtain a class action settlement, on behalf of tens of thousands of BellSouth management employees alleging “Enron-like” breaches of fiduciary duty against the company and the administrators of those employees’ 401(k) plan, that provided for, among other things, BellSouth to make matching 401(k) contributions in cash rather than company stock for a three-year period.

EXHIBIT D

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THE MILLER LAW FIRM, P.C. | FIRM RESUME

The Miller Law Firm, P.C. (the “Firm”) is one of the premier litigation law firms in the United States and Michigan’s leading class action firm. A recognized leader in the area of complex commercial litigation, the Firm is ranked Tier 1 in Detroit by *U.S. News-Best Lawyers* “Best Law Firms” for commercial litigation. Since the Firm’s founding in 1993, the Firm has developed a national reputation for successfully prosecuting securities fraud and consumer class actions on behalf of its clients. As Lead Counsel or Co-Lead Counsel appointed by judges throughout the United States in some of the country’s largest and most complex cases, the Firm has achieved over \$3 billion in settlements, recoveries and/or verdicts on behalf of injured class members.

Highlights of Results Obtained

- 2024 *Pratt v. KSE Sportsman Media, Inc.*
(United States District Court, Eastern District of Michigan)
(Case No. 1:21-cv-11404) (Class Counsel)
- Result: \$9.5 million settlement
- 2023 *Cooper (nee Zimmerman) v. The 3M Company and Wolverine*
(United States District Court, Western District of Michigan)
(Case No. 1:17-cv-01062) (Co-Lead Counsel)
- Result: \$54 million settlement
- Reynolds v. FCA*
(United States District Court, Eastern District of Michigan)
(Case No. 2:19-cv-11745) (Co-Lead Counsel)
- Result: Over \$30 million settlement value
- Kain v. The Economist Newspaper NA, Inc.*
(United States District Court, Eastern District of Michigan)
(Case No. 4:21-cv-11807) (Co-Lead Counsel)
- Result: \$9.5 million settlement
- Ketover v. Kiplinger Washington Editors, Inc.*
(United States District Court, Eastern District of Michigan)
(Case No. 1:21-cv-12987) (E. Powell Miller, Phil Fraietta, Joe Marchese, Frank Hedin)
- Result: \$6.8 million settlement

Moeller v. The Week Publications, Inc.

(United States District Court, Eastern District of Michigan)
(Case No. 1:22-cv-10666) (E. Powell Miller, Phil Fraietta, Joe Marchese, Frank Hedin)

Result: \$5.1 million settlement

Thomsen v. Morley

(United States District Court, Eastern District of Michigan)
(Case No. 1:22-cv-10271) (Plaintiffs' Executive Committee)

Result: \$4.3 million settlement

2022

In re; National Prescription Opiate Litigation (CVS, Walgreens and Walmart retail pharmacy and two manufacturers Allergan and Teva)

(United States District Court, Northern District Ohio, MDL Court)
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement)

Result: \$18.5 billion global settlement plus Narcan or additional cash from Teva

In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litig.,

(United States District Court, District of Kansas)
(Case No. 2:17-md-02785) (Plaintiffs' Steering Committee)

Result: \$609 million in settlements

Wood, et al. v. FCA US LLC

(United States District Court, Eastern District of Michigan)
(Case No. 5:20-cv-11054) (Co-Lead Counsel)

Result: Over \$108 million settlement value

Persad, et al. v. Ford Motor Company

(United States District Court, Eastern District of Michigan)
(Case No. 2:17-cv-12599) (Co-Lead Counsel)

Result: Over \$42 million settlement value

Loftus v. Outside Integrated Media, LLC

(United States District Court, Eastern District of Michigan)
(Case No. 2:21-cv-11809) (Co-Lead Counsel)

Result: Approximately \$1 million settlement

Graham, et al. v. University of Michigan, et al.,
(United States District Court, Eastern District of Michigan)
(Case No. 2:21-cv-11168) (Co-Lead Counsel)

Result: Injunctive relief settlement mandating University reforms to address and prevent sexual misconduct

John Doe MC-1 v. University of Michigan, et. al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:20-cv-10568) (Represented several victims of sexual abuse in private, confidential settlement)

Result: Confidential settlement

2021

In re; National Prescription Opiate Litigation (Distributor and Manufacturer Janssen Pharmaceuticals Settlement)
(United States District Court, Northern District of Ohio, MDL Court)
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement.)

Result: \$26 billion global settlement

Simmons, et al. v. Apple, Inc.
(Superior Court of the State of California, County of Santa Clara)
(Case No. 17CV312251) (Co-Lead Counsel)

Result: \$9.75 million settlement

Dougherty v Esperion Therapeutics, Inc., et. Al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:16-cv-10089) (Local Counsel)

Result: \$18.25 million settlement

In re Broiler Chicken Antitrust Litigation
(United States District Court, Northern District of Illinois, Eastern Division) (Case No. 1:16-cv-08637)

Result: \$93.5 million in settlements in 2021

2020

In re Resistors Antitrust Litigation
(United States District Court, Northern District of California)
(Case No. 3:15-cv-03820) (Informal member of Steering Committee)

Result: \$33.4 million in settlements in 2020

In re Capacitors Antitrust Litigation

(United States District Court, Northern District of California)
(Case No. 03:17-md-02801) (Informal member of Steering
Committee)

Result: \$30.95 million in settlements in 2020

2019 *Carl Palazzolo, et al. Fiat Chrysler Automobiles N.V., et al.*
(United States District Court, Eastern District of Michigan)
(Case No. 16-cv-12803) (Co-Lead Counsel)

Result: \$14.75 million settlement

Zimmerman v. Diplomat Pharmacy, Inc., et al.
(United States District Court, Eastern District of Michigan)
(Case No. 2:16-cv-14005) (Liaison Counsel)

Result: \$14.1 million settlement

2018 *In re Freight Forwarders Antitrust Litigation*
(United States District Court, Eastern District of New York)
(Case No. 08-cv-00042) (Counsel for Class Representative)

Result: \$1 billion settlement

2017 *Foster v. L3 Communications, EO Tech*
(United States District Court, Western District of Missouri)
(Case No. 15-cv-03519) (Co-Lead Counsel)

Result: \$51 million settlement (100% recovery)

2016 *In re Automotive Parts Antitrust Litigation*
(United States District Court, Eastern District of Michigan)
(Case No. 12-md-02311) (Liaison Counsel)

Result: Over \$1 billion in settlements

*GM Securities Class Action/New York Teachers Retirement System v.
General Motors Company*
(United States District Court, Eastern District of Michigan)
(Case No. 4:14-cv-11191) (Local Counsel)

Result: \$300 million settlement

ERISA Class Action/Davidson v. Henkel Corporation
(United States District Court, Eastern District of Michigan)
(Case No. 12-cv-14103) (Lead Counsel)

Result: \$3.35 million settlement (100% Recovery for 41 member class)

Pat Cason-Merenda and Jeffrey A. Suhre v. VHS of Michigan, Inc., dba Detroit Medical Center (Antitrust)
(United States District Court, Eastern District of Michigan)
(Case No. 2:06-cv-15601) (Special Trial Counsel)

Result: \$42 million settlement

2015 *In re AIG 2008 Securities Litigation*
(United States District Court, Southern District of New York)
(Case No. 08-cv-04772) (Co-Lead Counsel)

Result: \$970.5 million settlement

2014 *City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A.*
(United States District Court, District of Minnesota)
(Case No. 10-cv-04372) (Co-Lead Counsel and Primary Trial Counsel)

Result: \$62.5 million settlement

The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan
(United States District Court, Eastern District of Michigan)
(Case No. 2:10-cv-14360) (Co-Lead Counsel)

Result: \$30 million settlement

In re Refrigerant Compressors Antitrust Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 09-md-02042) (Co-Lead Counsel)

Result: \$30 million settlement

2013 *The Board of Trustees of the City of Birmingham Employees et. al. v. Comerica Bank et. al.*
(United States District Court, Eastern District of Michigan)
(Case No. 2:09-13201) (Co-Lead Counsel)

Result: \$11 million settlement

In Re Caraco Pharmaceutical Laboratories, Ltd. Securities Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 2:09-cv-12830) (Co-Lead Counsel)

Result: \$2.975 million settlement

In Re TechTeam Global Inc. Shareholder Litigation
(Oakland County Circuit Court, State of Michigan)
(Case No. 10-114863-CB) (Liaison Counsel)

Result: \$1.775 million settlement

General Retirement System of the City of Detroit and Police and Fire Retirement System of the City of Detroit vs. UBS Securities, LLC (Structured Investment Vehicle)
(United States District Court, Eastern District of Michigan)
(Case No. 2:10-cv-13920) (Lead Counsel)

Result: Confidential settlement

2010 *Epstein, et al. v. Heartland Industrial Partners, L.P., et al.*
(United States District Court, Eastern District of Michigan)
(Case No. 2:06-CV-13555) (Substantial role)

Result: \$12.2 million settlement

In Re Skilled Healthcare Group, Inc. Securities Litigation
(United States District Court, Central District of California)
(Case No. 09-5416) (Substantial role)

Result: \$3 million settlement

2009 *In Re Proquest Company Securities Litigation*
(United States District Court, Eastern District of Michigan)
(Case No. 4:06-CV-11579) (Substantial role; argued Motion to Dismiss)

Result: \$20 million settlement

In Re Collins & Aikman Corporation Securities Litigation
(United States District Court, Eastern District Michigan)
(Case No. 03-CV-71173) (Substantial role)

Result: \$10.8 million settlement

In re IT Group Securities Litigation
(United States District Court, Western District of Pennsylvania)
(Civil Action No. 03-288) (Co-Lead Counsel)

Result: \$3.4 million settlement

2008 *In re Mercury Interactive Securities Litigation*
(United States District Court, Northern District of California)
(Civil Action No. 03:05-CV-3395-JF) (Substantial role)

Result: \$117 million settlement

In Re General Motors Corporation Securities and Derivative Litigation
(United States District Court, Eastern District of Michigan)
(Master Case No. 06-MD-1749) (Co-Lead Counsel)

Status: Obtained major corporate governance reforms to address accounting deficiencies

2007

Wong v. T-Mobile USA, Inc.
(United States District Court, Eastern District of Michigan)
(Case No. 05-CV-73922) (Co-Lead)

Result: Settlement for 100% of damages

In re CMS Energy Corporation Securities Litigation
(United States District Court, Eastern District Michigan)
(Master File No. 2:02 CV 72004) (Substantial role)

Result: \$200 million settlement

2005

In re Comerica Securities Fraud Litigation
(United States District Court, Eastern District of Michigan)
(Case No. 2:02-CV-60233) (Substantial role)

Result: \$21 million in total settlements

Street v. Siemens
(Philadelphia State Court)
(Case No. 03-885) (Co-Lead Counsel)

Result: \$14.4 million (100% recovery)

Redmer v. Tournament Players Club of Michigan
(Wayne County Circuit Court) (Case No. 02-224481-CK) (Co-Lead)

Result: \$3.1 million settlement

2004

Passucci v. Airtouch Communications, Inc.
(Wayne County Circuit Court) (Case No. 01-131048-CP) (Co-Lead)

Result: Estimated settlement value between \$30.9 and \$40.3 million

Johnson v. National Western Life Insurance
(Oakland County Circuit Court)
(Case No. 01-032012-CP) (Substantial role)

Result: \$10.7 million settlement

2003

Felts v. Starlight

(United States District Court, Eastern District Michigan)
(Case No. 01-71539) (Co-Lead)

Result: Starlight agrees to stop selling ephedrine as an ingredient in its weight loss dietary supplement product

In re Lason Securities Litigation

(United States District Court, Eastern District Michigan)
(Case No. 99-CV-76079) (Co-Lead)

Result: \$12.68 million settlement

2001

Mario Gasperoni, et al. v. Metabolife International, Inc.

(United States District Court, Eastern District Michigan)
(Case No. 00-71255) (Co-Lead)

Result: Nationwide settlement approved mandating changes in advertising and labeling on millions of bottles of dietary supplement, plus approximately \$8.5 million in benefits

1999

Pop v. Art Van Furniture and Alexander Hamilton Insurance Company

(Wayne County Circuit Court) (Case No. 97-722003-CP) (Co-Lead)

Result: Changes in sales practices and \$9 million in merchandise.

Schroff v. Bombardier

(United States District Court, Eastern District Michigan)
(Case No. 99-70327) (Co-Lead)

Result: Recall of more than 20,000 defective Seadoos throughout North America; repair of defect to reduce water ingestion problem; extended warranties; and approximately \$4 million in merchandise.

In re National Techteam Securities Litigation

(United States District Court, Eastern District Michigan)
(Master File No. 97-74587) (Substantial role)

Result: \$11 million settlement

In Re F&M Distributors, Inc., Securities Litigation

(United States District Court, Eastern District Michigan)
(Case No. 95-CV-71778-DT) (Minor role)

Result: \$20 million settlement

1998 *In Re Michigan National Corporation Securities Litigation*
(United States District Court, Eastern District Michigan)
(Case No 95 CV 70647 DT) (Substantial role)

Result: \$13.3 million settlement

1995 *In re Intel Pentium Processor Litigation*
(Superior Court, Santa Clara County, California) (Master File No. 745729)
(Substantial role)

Result: Intel agreed to replace millions of defective Pentium chips on demand
without any cost to consumers

SELECTED RESUMES



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Powell Miller has been recognized as Michigan’s number one ranked attorney by Super Lawyers Magazine for 2020. He has also been named one of the Top 10 lawyers in Michigan for fifteen consecutive years, from 2009-2023, by Super Lawyers Magazine, and in 2010, 2015, 2019, and 2020 he was the recipient of the Best Lawyers – Lawyer of the Year in the category of Bet-The-Company Litigation. In 2017, Mr. Miller was the recipient of the Judge Friedman and Cook Civility Award, which is awarded to only one lawyer each year. He has been named as one of the Best Lawyers in America every year since 2005. Mr. Miller has earned

Martindale-Hubbell’s highest rating, AV[®] Preeminent[™] 5/5.0 for legal ethics and ability and a 10/10 from AVVO a public rating system. Mr. Miller is also ranked as only one of nine in Michigan to receive the highest Band 1 rating by Chambers USA, describing Mr. Miller as a “Superb trial lawyer” who “routinely acts for high-profile clients based across the [United] states.”

Mr. Miller focuses his practice on all aspects of litigation. He has been retained by many Fortune 500 and other clients to represent them in litigation throughout the United States, including in Michigan, New York, New Jersey, Pennsylvania, Arkansas, Florida, Texas, Kentucky, Ohio, California, Colorado, Indiana, and Illinois.

Mr. Miller recently won an arbitration against Jimmy Johns in the amount of \$4.8 million including a \$1 million attorney fee award. He has never lost a trial, including verdicts in excess of \$5 million, \$10 million and \$23 million. Mr. Miller has also obtained in excess of \$3 billion in settlements. These settlements are regularly among the top ten in Michigan each year, including a high-profile verdict in May, 2016 for 100% liability.

In October, 2019 Mr. Miller defended a consumer goods manufacturer against Plaintiffs asserting complex price discrimination and antitrust claims, and alleging millions of dollars in damages. Following a 3-week trial and seven hours of deliberations, a California jury returned a unanimous verdict in favor of his client, rejecting all of Plaintiffs’ claims.

Mr. Miller has previously served as Co-President of the Detroit Chapter of the Federal Bar Association Antitrust and Securities Committees. He also serves on the Executive Committee for the Wayne State University Law School Board of Visitors and has served a Co-Chair of the American Bar Association Procedures Subcommittee on class actions and multi-district litigation. He lectures regularly on securities litigation at the University of Michigan School of Law. He has also served as an Adjunct Professor at the University of Detroit Law School teaching trial practice. In addition, Mr. Miller regularly speaks at continuing legal education seminars on securities fraud class actions. Mr. Miller also serves as a Master member of The Oakland County Bar Association Inns of Court.

Mr. Miller graduated third in his class from Wayne State University Law School, magna cum laude, in 1986. He was named to the honor society, Order of the Coif, and he was an Editor of the Wayne Law Review. In 1986, Mr. Miller joined the Detroit law firm of Honigman Miller Schwartz and Cohn, where he was elected partner in 1990. In 1994, he formed his own firm.

Mr. Miller has been recognized as a top debater in the United States. He won first place at the Harvard University National Debate Tournament as a freshman at Georgetown University. He also represented Georgetown in a special international debating exhibition against the Oxford Debating Union of Great Britain.

Mr. Miller is a proud supporter of the Detroit Urban Debate League, a nonprofit that supports the creation of debate programs in under-served high schools; the University of Detroit Jesuit High School and Academy; The Joe Niekro Foundation, which is committed to aiding in the research and treatment of aneurysm patients and families; and Charlotte's Wings, a nonprofit that is dedicated to supporting ailing children in Southeast Michigan through donations of new books to the children and their families in hospital and hospice care.

EDUCATION:

UNIVERSITY OF DETROIT JESUIT HIGH SCHOOL, 1979

GEORGETOWN UNIVERSITY, B.A., 1983

WAYNE STATE UNIVERSITY LAW SCHOOL, J.D., 1986



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SHARON S. ALMONRODE, PARTNER

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Sharon S. Almonrode is a partner at The Miller Law Firm, where she is also the Chair of the Firm's Class Action and Multi-District Litigation Department. She has a complex litigation practice with an emphasis on prosecuting large, high-risk, significant damage exposure cases on behalf of clients. Her practice includes ERISA and pension fund litigation, breach of fiduciary duty, consumer products, securities and commercial litigation. She has represented commercial clients in products liability and patent and trademark related litigation.

Ms. Almonrode was appointed to the Plaintiffs' Steering Committee in litigation against Mylan Pharmaceuticals and other drug companies regarding their anti-competitive conduct in the sale of EpiPen epinephrine auto-injectors, resulting in a monopoly that has made them billions of dollars at the expense of consumers and third party payors and which settled for \$609 million dollars. *See In Re: EpiPen (Epinephrine Injection, UPS) Marketing, Sales Practices and Antitrust Litigation*, No. 17-md-02785 (D. Kan.). Ms. Almonrode also served as co-lead counsel in *Zimmerman v The 3M Company, et. al.*, C.A. 1:17-cv-01062, which settled for \$54 million dollars, providing compensation to homeowners who alleged environmental contamination from PFAS chemicals. She also served as co-lead counsel in *In Re: Foster v. L3 Communications, EO Tech*, No. 15-cv-03519 (E.D. Mich.) which settled in excess of \$51 million, and as lead counsel in the ERISA class action *Davidson v. Henkel Corporation*, No. 12-cv-14103 (E.D. Mich.) which settled for \$3.35 million, resulting in a 100% recovery for the class. She was lead counsel in ground-breaking litigation against an actuarial firm on behalf of an ERISA pension fund, which resulted in a \$110 million dollar recovery for the fund.

In 2010, she received the special distinction of Michigan Leader in the Law, awarded by *Michigan Lawyers' Weekly*. For the past 13 years, Ms. Almonrode has been named a Super Lawyer. For the past 11 years, she has been named one of the top 50 Women Super Lawyers in the State of Michigan (out of approximately 11,000 women practicing in the state). For the past 10 years, she has been named one of the top 100 Lawyers in Michigan (out of 34,204 lawyers in the state). She was named one of the top five Consumer Lawyers in the State of Michigan for 2016. Ms. Almonrode was named among the most notable women lawyers in Michigan by *Crain's Detroit Business* for 2017. In 2019, she was admitted to the inaugural class of the Michigan Lawyers' Weekly Hall of Fame. In 2024, she was named one of the Best Lawyers in America. She has earned Martindale-Hubbell's highest rating, AV[®] Preeminent[™] 5/5.0 for legal ethics and ability.

Ms. Almonrode was admitted to practice in the State of Michigan in 1982. She is also admitted to practice in the U.S. District Court Eastern District of Michigan, U.S. District Court Western District of Michigan, U.S. Bankruptcy Court Eastern District of Michigan, U.S. Bankruptcy Court Western District of Michigan, U.S. District Court – Northern District of Illinois, U.S. Court of Appeals 6th Circuit, the State of New York, the U.S. District Court for Southern District of New York, the U.S. District Court for the Eastern District of New York, the U.S. Court of Appeals 2nd Circuit, and the U.S. Supreme Court.

Before joining The Miller Law Firm, P.C. in 2012, Ms. Almonrode was a Partner at Sullivan, Ward, Asher & Patton, P.C., and Supervisor-Salaried Personnel at General Motors Corp.

Ms. Almonrode's pro bono activities have included working with the Detroit Institute of Arts and the Detroit Film Theatre Board.

Oakland University, B.S., 1978

University of Detroit Mercy School of Law, J.D. 1981



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Emily E. Hughes is a Partner at The Miller Law Firm, P.C. – one of the premier litigation law firms in the United States and Michigan’s leading class action firm. Miller Law has achieved over \$3 billion in settlements, recoveries and/or verdicts on behalf of injured class members.

Ms. Hughes heads Miller Law’s data-privacy practice and presently serves on Plaintiffs’ Steering Committees on nationwide data-privacy class actions such as *Miller v. NextGen Healthcare, Inc.*, No. 23-cv-02043 (N.D. Ga) (member of Plaintiffs’ Steering Committee and Third-Party Discovery Committee); and *In re: HealthEC LLC Data Breach Litig.*, No. 24-cv-00026 (D.N.J.) (member of Plaintiffs’ Steering Committee and Offensive Discovery Committee).

Ms. Hughes also plays a central role in litigating the following data-privacy cases on behalf of Miller Law:

- *In re: Wright & Filippis, LLC Data Security Breach Litig.*, No. 22-cv-12908 (E.D. Mich.) (Firm appointment as Chair of Settlement Class Counsel, securing preliminary approval of a non-reversionary class settlement fund of \$2,900,000 on January 4, 2024);
- *In re: Hope College Security Breach Litig.*, No. 22-cv-01224 (W.D. Mich.) (secured preliminary approval of non-reversionary class settlement fund of \$1,500,000 on January 3, 2024);
- *In re: Flagstar December 2021 Data Security Incident Litig.*, No. 22-cv-11385 (E.D. Mich.) (Firm appointment to Plaintiffs’ Executive Committee);
- *In re: Henry Ford Health System Data Security Litig.*, No. 23-11736 (E.D. Mich.) (Firm appointment as Interim Lead Counsel);
- *Drugich v. McLaren Health Care Corp.*, No. 23-cv-11736 (E.D. Mich.); and
- *In re: Lansing Community College Data Breach Litig.*, No. 23-00738 (W.D. Mich.).

In addition to Ms. Hughes’ substantial data-privacy practice, she routinely litigates complex consumer and auto-defect class actions. Recently, Ms. Hughes played a key role in Miller Law’s efforts as Co-Lead Class Counsel in *Cooper v. The 3M Company*, No. 17-cv-01062 (W.D. Mich.), resulting in a \$54 million cash settlement approved in 2023. She also significantly contributed to Miller Law’s role on the Plaintiffs’ Steering Committee in *In re EpiPen*, No. 17-md-02785 (D. Kan.) (\$609 million in settlements). In 2016, Ms. Hughes and her partner successfully obtained a unanimous jury verdict in favor of their clients in a partnership dispute following a six-day trial in the U.S. District Court for the Eastern District of Michigan. See *Blumberg v. DocNetwork LLC, et al.*, No. 13-cv-15042. Further, Ms. Hughes played a substantial role in obtaining 100% recovery on behalf of a certified class of retirees under the civil enforcement provisions of ERISA. See *Davidson v. Henkel Corp.*, No. 12-cv-14103 (E.D. Mich.).

Ms. Hughes was selected to Michigan Super Lawyers in 2022 and 2023 and has been recognized as a “Rising Star” in Michigan Super Lawyers for 2010-2015. Ms. Hughes is admitted to practice in Michigan, the U.S. District Court of the Eastern and Western Districts of Michigan, and the Sixth Circuit Court of Appeals.

University of Michigan, B.A., 2001

University of Illinois College of Law, J.D., 2005, *cum laude*



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DENNIS A. LIENHARDT, PARTNER

✉ DAL@millerlawpc.com

Dennis A. Lienhardt is a Partner at The Miller Law Firm. He concentrates his practice on complex commercial and class action litigation.

Dennis Lienhardt has extensive experience litigating complex class action and commercial litigation cases, including those concerning consumer protection, data breach, product liability, environmental, antitrust, and securities fraud claims. He has prosecuted dozens of class actions on behalf of consumers in federal courts in Michigan, New York, California, Illinois, Ohio, Minnesota, Kansas, and Arkansas. He was also named a Michigan Super Lawyer Rising Star in both 2022 and 2023.

Mr. Lienhardt has played a significant role in recovering hundreds of millions of dollars in cash and benefits for class members nationwide. These include multiple automotive defect settlements, including one valued at more than \$100 million and another valued at more than \$30 million, and multiple antitrust and consumer protection cases.

Mr. Lienhardt currently serves as a key member of many court-appointed leadership teams, including in *In re Chevy Bolt EV Battery Litig.*, *In re Chrysler Pacifica Fire Recall Prods. Liab. Litig.*, and *In re FCA US LLC Monostable Elec. Gearshift Litig.* He is also currently prosecuting many other nationwide class actions involving product defects, securities fraud, data breaches, and violations of consumer protection statutes.

Prior to joining Miller Law, Mr. Lienhardt received his law degree from Wayne State University Law School where he served as Editor-in-Chief of the Wayne Law Review. He received his Bachelor of Arts from the University of Michigan – Dearborn where he was elected President of the Student Government and named a university “Distinguished Student Leader.”

University of Michigan-Dearborn, B.A., 2013

Wayne State University Law School, J.D., 2016

EXHIBIT E

May 6, 2024

CONFIDENTIAL PROPOSAL

Raymo v. FCA et al.

Hagens Berman Sobol Shapiro LLP





Settlement Administration

Direct Distribution to All Class Members

PRICING PROPOSAL	
1. CAFA	\$7,000
2. Qualified Settlement Fund	
a. Set up QSF – 4 hours x \$150/hr	\$600
b. Account management and reconciliation – 15 hours x \$150/hr	\$2,250
3. Disseminating Notice – Notice within Envelope	
a. NCOA.....	\$150
b. Printing – 34,000 x \$0.30 each	\$10,200
c. Postage – 34,000 x \$0.571 each	\$19,414 ¹
d. Handling returned mail – 400 x \$0.45 each.....	\$180
e. Advanced search – 400 x \$0.95 each.....	\$380
f. Remails to new and forwarding addresses – 350 x \$0.30 each	\$105
g. Postage for remails – 350 x \$0.571 each.....	\$200
4. Handle Opt-outs and Objections	
20 hours x \$95/hr	\$1,900
5. Handle Data	
60 hours x \$150/hr.....	\$9,000
6. Website	
a. Static Website	\$8,000
b. Monthly maintenance – 12 months x \$155/month.....	\$1,860
7. Phone IVR	
a. Set-up.....	\$1,900
b. Monthly maintenance – 12 months x \$175/month.....	\$2,100
c. IVR minutes – 10,000 x \$0.32/minute	\$3,200
8. Email Communications	
400 hours x \$95/hr.....	\$38,000

¹ All postage charges are estimates. We will pass along the best postage discounts available.



9. Distribute Payments	
a. Checks – 34,000 x \$0.36 each	\$12,240
b. Postage – 34,000 x \$0.571 each	\$19,414
c. Handling and research returned mail – 200 x \$1.50 each	\$300
d. Reissue checks – 170 x \$0.36 each	\$61
e. Postage for remails – 170 x \$0.64 each.....	\$109
10. Weekly Reporting	
30 hours x \$125/hr	\$3,750
11. Prepare Declarations	
10 hours x \$150/hr	\$1,500
12. Project Management	
525 hours x \$150/hr	\$78,750
13. Expenses	
a. Electronic Storage	\$0.006 per image/record per month
b. P.O. Box – 30 months x \$175/month	\$5,250
c. Domain Charges – 10 years x \$100/year.....	\$1,000
d. Copying	\$0.20/page
e. Box Storage.....	\$1.50 per box/month

ESTIMATED TOTAL: \$229,000



HOURLY BILLING RATES

POSITION/TITLE	RATE
Senior Executive	\$ 650
Executive	\$ 395
Senior Vice President	\$ 375
Vice President	\$ 325
Senior Director/Senior Consultant/Media Director	\$ 275
Director/Software Engineer/Network Administrator	\$ 210
Assistant Director/Controller	\$ 180
Senior Project Manager/Senior Data Analyst	\$ 160
Project Manager/Data Analyst/Helpdesk Administrator/ Manager/Contact Center Manager	\$ 135
Assistant Project Manager/Junior Data Analyst/ Contact Center Supervisor/Contact Center Lead/ Inbound Mail Supervisor/Outbound Mail Supervisor/ Senior Staff Accountant	\$ 100
Senior Associate/Staff Accountant	\$ 90
Associate/Contact Center Agent	\$ 65
Inbound Mail Specialist/Outbound Mail Specialist	\$ 50



All services to be provided by JND Legal Administration ("JND") are subject to the following terms and conditions:

1. **SERVICES:** JND agrees to perform all services necessary to complete the tasks outlined in the applicable proposal or other documents or per its understanding about the Client assignment. Such Services do not in any way constitute legal services or advice.
2. **PAYMENT:** The Client agrees to pay JND for the Services as outlined in the Proposal or other agreement between the parties. Client agrees and understands that fees charged by JND may include mark-ups, commissions, or other arrangements constituting potential profits to JND. Client further agrees that the prices to be charged by JND were negotiated at arm's length and that total fees are estimates and that the actual amount charged may be greater or lesser than the estimated amounts. JND reserves the right to increase its hourly rates annually.
3. **EXPENSES:** JND shall also bill for all expenses reasonably incurred in connection with the Services. These expenses include but are not limited to postage, FedEx, P.O. Box rental (\$175/month), travel, copies (\$0.25 per copy), box storage (\$2.50/box per month), brokerage fees, accounting fees, electronic storage (\$0.006 per image/record), and other items associated with the Services. JND may receive rebates or credits from vendors in connection with volume of work performed for all of its Clients. JND may also receive financial benefits from banks or other institutions based on settlement funds on deposit. These credits/rebates/awards are solely the property of JND. JND reserves the right to increase these expenses annually.
4. **BILLING:** JND shall invoice clients every 30 days and expect payment within thirty (30) days of receipt of invoices. Payment for postage and printing is due in advance of mailing. Invoices not paid within thirty (30) days will be subject to a 1.5% monthly finance charge.
5. **INDEPENDENT CONTRACTOR:** JND is performing its Services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
6. **CONFIDENTIALITY:** JND and the Client will each treat as confidential any documents shared by one party with the other. JND does not convey to the Client any right in the programs, systems, or methodologies used or provided by JND in the performance of this assignment.
7. **DATA PRIVACY:** JND is committed to taking all reasonable steps to ensure the security of all client and claimant data entrusted to our care. We seek to protect confidential data in all of our engagements, including this one, regardless of the size of the matter or the amount of data at issue. Please see JND's complete Privacy Policy at www.jndla.com/privacy-policy regarding data collection and use.
8. **LIMITATION OF DAMAGES:** JND is not responsible to the Client for any special, consequential or incidental damages incurred by Client and any liability of JND to the Client shall not exceed the total amount billed to the Client for the particular Services that give rise to any loss.
9. **FORCE MAJEURE:** If any event out of the reasonable control of JND prevents JND's performance, such performance shall be excused.
10. **NOTICE:** Any notice required in connection with the Services shall be in writing and sent by registered mail or overnight courier. Such notice is deemed given if mailed five days after the date of deposit in the U.S. mail, or if sent by overnight courier, one business day after delivery to such courier.
11. **GOVERNING LAW:** This contract will be governed by and construed by the laws of the State of Washington.
12. **ASSIGNMENT:** This Agreement and the rights and obligations of JND and the Client shall inure to the benefit of their successors and assigns, if any.
13. **TERMINATION:** This Agreement may be terminated by the Client upon at least 30 days prior written notice to JND. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout the 30 day period. JND may terminate this Agreement (i) with 10 days prior written notice if the Client is not current in payment of charges or (ii) in any event, upon at least three months prior written notice to the Client. If Client terminates this Agreement, JND shall have no obligation to release any information or documentation related to the applicable matter until JND has been paid in full.