

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. 2:17-12168 (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 June 7, 2024, 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 (“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.

¹ The full terms of the Settlement are set forth in the Settlement Agreement between Plaintiffs and Defendants, 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.

- 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, Defendants 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 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 REQUEST FOR EXCLUSION SO THAT IT IS	<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 you to be part of any other lawsuit against Defendants relating to its engines in Dodge Ram 2500 or 3500 trucks. (See Question 13).</p>

POSTMARKED NO LATER THAN AUGUST 21, 2024	
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN AUGUST 21, 2024	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. (See Question 17).
GO TO THE COURT’S FINAL FAIRNESS HEARING ON OCTOBER 10, 2024	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. (See 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, Defendants 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 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 & Cummins Inc.*, Civil Action No. 2:17-12168 (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 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."

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 June 7, 2024 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?

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 Defendants 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, Defendants 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 Defendants 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 Defendants 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 Defendants 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 August 21, 2024.

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 **July 5, 2024**.

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 August 21, 2024**:

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 August 21, 2024**:

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 **1:00 p.m. on October 10, 2024**, 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 August 21, 2024**:

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 **August 21, 2024**.

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 **September 10, 2024** 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: JUNE 7, 2024

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