

**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 FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs, by and through Class Counsel Hagens Berman Sobol Shapiro LLP, Carella, Byrne, Cecchi, Brody & Agnello P.C., Seeger Weiss LLP, and The Miller Law Firm, P.C., respectfully move the Court for an Order:

1. Granting final approval of the proposed class action Settlement;
2. Certifying the Settlement Class for purposes of effectuating the Settlement, 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;¹ and

¹ 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

3. Appointing Hagens Berman Sobol Shapiro, LLP, The Miller Law Firm, P.C., Seeger Weiss, LLP, and Carella, Byrne, Cecchi, Brody & Agnello, P.C. as Co-Lead Class Counsel.

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: September 10, 2024

Respectfully submitted,

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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; 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. *See* Settlement Agreement, § II.A.5 (ECF No. 107-2 at PageID.8176).

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Case No. 2:17-cv-12168

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

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STATEMENT OF ISSUES PRESENTED

1. Whether the Court should approve the proposed settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)?

Suggested Answer: **Yes.**

2. Whether the Court should finally certify the Action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) for purposes of effectuating the Settlement only?

Suggested Answer: **Yes.**

3. Whether the Court should appoint Hagens Berman Sobol Shapiro, LLP, The Miller Law Firm, P.C., Seeger Weiss, LLP, and Carella, Byrne, Cecchi, Brody & Agnello, P.C. as Co-Lead Class Counsel?

Suggested Answer: **Yes.**

**STATEMENT OF CONTROLLING OR
MOST IMPORTANT AUTHORITY**

- *Athan v. U.S. Steel Corp.*, 523 F. Supp. 3d 960 (E.D. Mich. 2021)
- *Daoust v. Maru Rest., LLC*, 2019 WL 2866490 (E.D. Mich. July 3, 2019)
- *In re Flint Water Cases*, 571 F. Supp. 3d 746 (E.D. Mich. 2021)
- *UAW v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007)
- Fed. R. Civ. P. 23(e)

I. INTRODUCTION

Plaintiffs, on behalf of themselves and the proposed Class, respectfully submit this Memorandum of Law in Support of their Unopposed Motion for Final Approval of Class Action Settlement (“Final Approval Motion”) and respectfully move the Court for final approval of the proposed Class Action Settlement (“Settlement” or “Settlement Agreement”) entered into with Defendants FCA US LLC (“FCA US”) and Cummins Inc. (“Cummins”), as set forth in the Settlement Agreement. The Settlement Agreement has met with virtually unanimous approval from the Settlement Class, with zero objections submitted, and only ten out of over 33,000 Class Members requesting exclusion.

Subject to this Court’s final approval, Plaintiffs, through their counsel, have negotiated the Settlement with FCA US and Cummins, in exchange for the release of all claims brought in this Action. As described below and in the Joint Declaration submitted in support of Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Expenses, and Incentive Awards (“Joint Declaration,” ECF No. 109-2, PageID.8346), the Settlement is an excellent result for the Settlement Class, providing a significant and certain benefit to vehicle owners in a case that presented numerous hurdles and risks, including those of continued litigation.

Class Counsel secured the settlement through years of hard-fought negotiations informed by settlement discovery and independent expert analysis. Class Counsel’s

efforts included early direct settlement discussions with both Defendants, including the exchange of settlement discovery sufficient to allow the parties to assess the claims and the settlement value of the case, which information was supplemented with independent expert analysis conducted on Plaintiffs' vehicles to test the asserted theories. The direct negotiations were followed by formal mediations resulting first in a partial settlement with Defendant Cummins, and then after further extensive negotiations and a second mediation, the global settlement currently before the Court.

By any measure, the Proposed Settlement represents an excellent result. It provides meaningful benefits to the Settlement Class while avoiding the substantial risks and delays of continued litigation. While Plaintiffs believe that their claims are meritorious, they also recognize that, in the absence of a settlement, they faced substantial risks to obtaining any benefit for the Settlement Class—let alone a benefit greater than that afforded by the Settlement. In reaching the Settlement, Plaintiffs and Class Counsel also carefully considered the risks (and delay) of continued litigation, class certification, and a potential jury trial. Given that there is no guarantee that Plaintiffs' allegations would survive a motion to dismiss, motion for class certification opposition, or motion for summary judgment, the adequacy of the Settlement here is underscored.

As detailed below and in the Joint Declaration, Class Counsel vigorously pursued this litigation from its outset, and were fully prepared to continue down the

path towards trial. Among their efforts, Class Counsel: (i) conducted a thorough legal and factual investigation into the Settlement Class's claims; (ii) researched and drafted the original and amended complaint; (iii) engaged in settlement fact discovery, including the review and analysis of documents produced by Defendants and production of relevant Plaintiff documents; (iv) employed experts to conduct independent analysis of Plaintiffs' vehicles; and (v) engaged in numerous and hard-fought settlement negotiations under the supervision of experienced mediators Judge Morton Denlow (Ret.) and Thomas McNeill.

The Court preliminarily approved the Settlement, and provisionally certified the Settlement Class for purposes of effectuating the Settlement, by Order dated June 7, 2024 (the "Preliminary Approval Order"). ECF No. 108, PageID.8310. By the same Order, the Court approved the process by which Settlement Class Members would receive notice of the Settlement and submit claims, objections, or requests for exclusion. The deadlines to submit objections and requests for exclusion from the Settlement Class have passed, with only ten requests for exclusion having been submitted to the Settlement Administrator, JND Legal Administration ("JND").² See Exhibit 1, Jarjoura Declaration, ¶¶ 18-19. And significantly, there were no objections

² Pursuant to the Preliminary Approval Order, the deadline for requests for exclusion and objections was 75 days after the Preliminary Approval Order, which was August 21, 2024.

to the Settlement. *Id.*, ¶¶ 20-21. This means that of the 33,581 Class Members,³ only 0.029% of Settlement Class Members sought exclusion and no Settlement Class Members objected.

The Settlement readily meets the standards for final approval under Rule 23 and is a fair, reasonable, and adequate result for the Settlement Class. Accordingly, Plaintiffs respectfully request that the Court grant final approval of the Settlement. Plaintiffs also request that the Court finally certify the Settlement Class for purposes of effectuating the Settlement pursuant to Rules 23(a) and (b)(3), consistent with the Court's provisional certification of the Settlement Class in its Preliminary Approval Order.⁴

II. ARGUMENT

A. The settlement readily meets the standard for final approval.

Rule 23(e) requires judicial approval for any settlement of class action claims. Where, as here, a settlement is binding on class members, the Court may approve it “only after a hearing and only on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To determine whether a settlement is fair, reasonable, and

³ The Parties initially identified 33,842 potential class members, which, through the process of standardizing, de-duplicating, and removing excluded class members (FCA-affiliated entities) resulted in a list of 33,581 potential Class Members. *Id.*, ¶¶ 4-5.

⁴ Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 107, PageID.8126), and the reasons supporting certification of the Settlement Class set forth therein, are incorporated herein by reference.

adequate, Rule 23(e)(2) directs the Court to examine whether:

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Consistent with Rule 23(e), courts in this Circuit consider the following seven factors in determining whether a class action settlement should be approved:

(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 v. Gen. Motors Corp., 497 F.3d 615, 631 (6th Cir. 2007); *accord Athan v. U.S. Steel Corp.*, 523 F. Supp. 3d 960 (E.D. Mich. 2021); *Daoust v. Maru Rest., LLC*, 2019 WL 2866490 (E.D. Mich. July 3, 2019); *In re Flint Water Cases*, 571 F. Supp. 3d 746, 769 (E.D. Mich. 2021). In its analysis, the Court “may choose to ‘consider only factors that are relevant to the settlement and may weigh particular factors according to the demands of the case.’” *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 832 (E.D. Mich. 2008).⁵

⁵ The December 1, 2018 amendments to Rule 23(e)(2) were not intended to “displace any factor” used by courts to assess final settlement approval, but rather to focus on core substantive and procedural concerns to guide the approval decision. Fed.

The determination of whether a settlement is fair, reasonable, and adequate “is committed to the sound discretion of the district court.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 594 (E.D. Mich. 2006). In making this determination, the Court must consider “whether the interests of the class as a whole are better served if the litigation is resolved by the settlement rather than pursued.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 522 (E.D. Mich. 2003). “[W]hile courts have discretion in determining whether to approve a proposed settlement, they should be hesitant to engage in a trial on the merits or to substitute their judgment for that of the parties who negotiated the proposed settlement.” *In re Nationwide Fin. Servs. Litig.*, 2009 WL 8747486, at *2 (S.D. Ohio Aug. 19, 2009). “Thus, in determining the reasonableness and adequacy of a proposed settlement, the Court should ascertain whether the settlement is within a ‘range of reasonableness,’ . . . and in the end, the Court’s determinations are no more than ‘an amalgam of delicate balancing, gross approximations and rough justice.’” *Id.* (quoting *Leonhardt*, 581 F. Supp. 2d at 831 and *Officers for Just. v. Civil Serv. Comm’n of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982)). In determining whether to approve a settlement, courts should also recognize

R. Civ. P. 23 Advisory Committee’s note to 2018 amendment. The factors in amended Rule 23(e)(2) are entirely consistent with the factors used by the Sixth Circuit to assess final settlement approval and both sets of factors are addressed in the sections below.

“the federal policy favoring settlement of class actions.” *UAW*, 497 F.3d at 632.⁶

As demonstrated herein and in the Joint Declaration, the Settlement readily satisfies each of the factors enumerated in Rule 23(e)(2) and traditionally considered by courts in the Sixth Circuit, furthers the favored public policy goal of resolving class action claims through negotiated settlements, and warrants final approval.

B. Both the Rule 23(e)(2) factors and the Sixth Circuit final approval factors support approval of the Settlement.

1. The relief provided to the Settlement Class is Adequate.

A key factor that courts consider in assessing approval of a class action settlement is plaintiffs’ likelihood of success on the merits balanced against the relief offered in the settlement. *UAW*, 497 F.3d at 631; *In re Flint Water*, 571 F. Supp. 3d at 778-79.

“The possibility ‘that the settlement could have been better . . . does not mean the settlement presented was not fair, reasonable or adequate,’ because ‘[s]ettlement is the offspring of compromise; the question . . . is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.’” *In re Polyurethane Foam Antitrust Litig.*, 168 F. Supp. 3d 985, 1001 (N.D. Ohio 2016) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir.

⁶ See also *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at *2 (E.D. Mich. Dec. 12, 2013) (“[T]he law favors the settlement of class action lawsuits.”); *Cardizem*, 218 F.R.D. at 530 (“[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable[.]’”).

1998)) (alterations in original).

As outlined in the Preliminary Approval Motion (ECF No. 107, PageID.8145), the benefits included in the Settlement consist of cash payments to be mailed to Class Members in an amount currently expected to be approximately \$106.03 per Class Vehicle.⁷ These payments are meaningful and significant, and will be provided to Class Members without any administrative burden on Class Members, who will receive their checks in the mail without needing to submit a claim form or other documentation. The result is also significant in light of the risks of further litigation and the real possibility of obtaining no relief whatsoever, discussed further below. While Plaintiffs are confident in the merits of their claims and believe they could have ultimately prevailed against Defendants, they recognize the numerous risks that would accompany further litigation. As a result, the relief provided to the Settlement Class is more than adequate since “there was a very real risk of complete non-recovery.” *In re Polyurethane Foam*, 168 F. Supp. 3d at 1001.

⁷ The Preliminary Approval Motion estimated the per-vehicle recovery to be \$100.40, based upon estimates of Class size and litigation costs. That estimate has been revised upward to \$106.03 per Class Vehicle based upon Class Counsel’s request for costs in the amount of \$325,299.52 and the reduction of Class size by 261 to eliminate FCA-affiliated entities from the Class list. The per-vehicle recovery estimate assumes the Court will approve \$5,000 incentive payments for the Plaintiffs and Proposed Class Representatives, award 30% of the Net Settlement Fund as attorney’s fees, approve Class Counsel’s request for costs in the amount of \$325,299.52, and approve the Settlement Administrator’s costs for providing notice and distributing payments estimated to be \$229,000.00. The precise amount to be sent to each Class Member may vary slightly from the estimated amount depending on the actual cost of Settlement Administration, but any variation is expected to be slight.

2. Plaintiffs and Class Counsel adequately represented the Settlement Class.

Final approval of the Settlement is also warranted under Rule 23(e)(2)(A) because Plaintiffs and Class Counsel “have adequately represented the class.” Here, Plaintiffs have actively monitored and engaged in the prosecution and resolution of the Action on behalf of the Settlement Class. To this end, Plaintiffs regularly communicated with Class Counsel on case developments, reviewed Court filings, and conferred with Class Counsel throughout the Parties’ settlement negotiations. Plaintiffs also provided documentation and information about their vehicles for production to Defendants as part of the settlement negotiation discovery process and permitted their vehicles to be analyzed by Plaintiffs’ experts to assess the claims asserted in this case and assist in the settlement negotiation process. These efforts were critical to Class Counsel’s ability to accurately assess the strengths and weaknesses of the case, determine an appropriate settlement value, and maximize the recovery for Class Members by avoiding significant litigation expenses.

In addition, Plaintiffs—whose vehicles are alleged to suffer from the same defect as all other Class Vehicles, and whose claims arise from the same course of conduct by Defendant—have claims that are typical of other Settlement Class Members and their interests are aligned.⁸ *See UAW*, 497 F.3d at 626 (representation

⁸ Through the course of reviewing the final list of Settlement Class Members, it was discovered that some Plaintiffs were not members of the Settlement Class because

adequate where class members’ “legal interests parallel the named representatives’ interests”).

Class Counsel have also adequately represented the Settlement Class. As detailed in the Joint Declaration, Class Counsel actively litigated this Action and undertook a substantial investigation with their experts, a review of informal and formal discovery provided by FCA US and Cummins, and engaged in protracted settlement negotiations with both parties. With the knowledge gleaned from these efforts, Class Counsel carefully considered the strengths and weaknesses of the claims asserted and the risks of further litigation when agreeing to resolve the Action. Class Counsel firmly believe the Settlement represents an excellent result in the best interests of the Settlement Class. *See UAW*, 497 F.3d at 626 (finding representation adequate because counsel “was willing to, and indeed did, commit substantial ‘resources . . . to representing the class’”) (alteration in original).

3. The Settlement was negotiated at arm’s length.

Rule 23(e)(2)(B) and the first *UAW* factor—the nature of the negotiations and the risk of fraud or collusion—also support final approval because the Settlement was reached only after arm’s-length negotiations facilitated by two experienced and well-

they purchased their vehicles outside the Class Period (which was defined with reference to the date Defendants were alleged to have discovered the defect to the date they initiated the recall repair). However, several Plaintiffs are Settlement Class Members, with identical claims to Class Members. Moreover, the non-Class Member Plaintiffs contributed to the Settlement and resolution of this case by providing documents, information, and vehicle data and actively participating in the litigation.

respected mediators. Without evidence to the contrary, the court may presume that settlement negotiations were conducted in good faith and that the resulting agreements were reached without collusion. *Athan*, 523 F. Supp. 3d at 966; *In re Flint Water*, 571 F. Supp. 3d at 780.

Here, the Parties' settlement negotiations were extensive and included the determined assistance of two experienced mediators. Over the course of over two years, the Parties participated in settlement negotiations, including two formal mediation sessions with the assistance of experienced mediators Judge Morton Denlow (Ret.) and Tom McNeil. The Parties have also engaged in numerous individual discussions with the mediators and countless arm's-length negotiations with each other. These extensive negotiations included the production of documents and information by Cummins and FCA US, as well as Plaintiffs' consultation with experts to provide independent analysis of the alleged Defects potential damages. As such, the risk that the Settlement was the product of collusion is effectively non-existent. *See Arledge v. Domino's Pizza, Inc.*, 2018 WL 5023950, at *2 (S.D. Ohio Oct. 17, 2018) ("[P]articipation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm's length and without collusion[.]"); *see also Daoust*, 2019 WL 2866490, at *2 ("To help resolve the case, the parties enlisted the services of a retired Federal Judge, Judge Steven Rhodes, in facilitating the Parties' mediation, thereby reinforcing that the Settlement Agreement

is non-collusive.”); *In re Flint Water*, 571 F. Supp. 3d at 780 (“There appears to be no better evidence of a truly adversarial bargaining process than the presence of a neutral third party mediator.”) (citation omitted).⁹

4. The complexity, cost, risk, and delay associated with further litigation supports approval.

Rule 23(e)(2)(C)(i) and the second *UAW* factor further support final approval of the Settlement, as “[c]ourts have consistently held that the expense and possible duration of litigation are major factors to be considered in evaluating the reasonableness of a settlement.” *In re Delphi Corp. Sec., Derivative & “ERISA” Litig.*, 248 F.R.D. 483, 497-98 (E.D. Mich. 2008) (“[T]he proposed Settlements secure . . . an immediate benefit, after approximately two years of litigation, undiminished by further expenses and without the delay, risk and uncertainty of continued litigation.”); *Athan*, 523 F. Supp. 3d at 967 (“The complexity, expense, and length of continued litigation militate in favor of this settlement.”). As discussed below, if the Action continued, the Settlement Class faced protracted delays, substantial litigation costs, and significant risks.

⁹ See also *In re Canadian Superior Sec. Litig.*, 2011 WL 5830110, at *2 (S.D.N.Y. Nov. 16, 2011) (“[A] strong presumption of fairness attaches because the settlement was reached by experienced counsel after arm’s length negotiations.”); *In re Netflix Priv. Litig.*, 2013 WL 1120801, at *4 (N.D. Cal. Mar. 18, 2013) (“[P]resumption of fairness and reasonableness of a settlement agreement where that agreement was the product of non-collusive, arms’ length negotiations conducted by capable and experienced counsel.”).

a. Further litigation would lead to significant costs and delay.

The Parties engaged in mediation efforts following the resolution of Defendants’ Motions to Dismiss, and prior to the completion of discovery and the filing of dispositive motions. If the Settlement had not been reached, continued litigation of the Action—through motion practice associated with in-depth fact discovery, expert discovery, class certification, *Daubert* and dispositive motion practice, pre-trial preparation, and post-trial appeals—would have undoubtedly been a long and expensive endeavor. *See Daoust*, 2019 WL 2866490, at *2 (approving settlement where, “[i]f forced to litigate this case further, the Parties would certainly engage in complex, costly and protracted wrangling”).

In contrast, the Settlement has provided an immediate and substantial benefit for the Settlement Class without exposing Settlement Class Members to the risk, expense, and delay of continued litigation. *See id.* (“The Settlement, on the other hand, provides substantial relief to Representative Plaintiff and the Class Members promptly and efficiently, and amplifies the benefits of that relief through the economies of class resolution.”); *New England Health Care Emps. Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 631 (W.D. Ky. 2006) (“Consideration of the possible expense, duration, and complexity of this litigation also weighs in favor of the proposed settlements.”).

b. Continued litigation presents a significant risk of lower or no recovery for Class Members.

“The most important of the factors to be considered in reviewing a settlement is the probability of success on the merits. The likelihood of success, in turn, provides a gauge from which the benefits of the settlement must be measured.” *In re Polyurethane Foam*, 168 F. Supp. 3d at 995 (quoting *In re Gen. Tire & Rubber Co. Sec. Litig.*, 726 F.2d 1075, 1086 (6th Cir. 1984)). Here, Plaintiffs faced significant risks to both certifying a class and establishing Defendants’ liability if the Action continued through summary judgment and trial.

As is the case in any class action, Plaintiffs faced significant risks at the class certification, summary judgment, and trial stages—needing to prevail on all three to recover relief for the class. Defendants have demonstrated, in a similar case also brought before this Court (*Bledsoe v. FCA US LLC*, No. 4:16-cv-14024-TGB-RSW), that they are willing and able to engage in hard-fought litigation over the course of multiple years, to fight potential liability in class action cases.¹⁰ Typically, defendants in automotive defect class actions argue that there is no common defect, that state law bars plaintiffs’ legal claims, that the class cannot be certified for predominance, commonality, typicality, or adequacy reasons, that plaintiffs did not suffer damages, or that plaintiffs do not have the necessary evidence to prove their legal claims at trial.

¹⁰ As this Court is aware, Defendants’ efforts in *Bledsoe* have been successful to date, as that case was ultimately dismissed on preemption grounds and is currently on appeal to the Sixth Circuit.

This would have resulted in tens or hundreds of thousands of hours and millions of dollars in expenses, on both sides, being dedicated to this case.

However, pursuant to the Settlement, the Settlement Class has received a substantial benefit without having to undertake these risks, and others, which weighs strongly in favor of final approval. *Athan*, 523 F. Supp. 3d at 967-68 (“There are many unique factual and novel legal issues in this matter that make it difficult for the Parties to gauge their respective likelihood of success, resulting in a considerable risk to each side. Thus, the Court agrees that this proposed settlement is a fair and reasonable settlement in relation to the potential risks and uncertain recovery in this case.”); *Daoust*, 2019 WL 2866490, at *2 (“Here, the fact-intensive nature of Plaintiffs’ claims and Defendant’s affirmative defenses present risk. The settlement eliminates this uncertainty.”).

c. The extent of discovery completed and stage of proceedings support approval.

“The relevant inquiry with respect to [the third *UAW*] factor is whether the plaintiff has obtained a sufficient understanding of the case to gauge the strengths and weaknesses of the claims and the adequacy of the settlement.” *N.Y. State Tchrs. ’ Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 236 (E.D. Mich. 2016). In this case, Class Counsel spent significant time and resources analyzing the legal and factual issues of this case, including, inter alia: (i) conducting a thorough legal and factual investigation; (ii) drafting a detailed Amended Complaint supported by hundreds of

pages of exhibits; (iii) engaging in significant discovery through the Parties' mediation efforts and formal discovery, including the production and review of approximately 5,000 documents by FCA US; (iv) engaging in significant consultation with experts to provide independent analysis of the alleged Defect and potential damages; and (v) engaging in a hard-fought mediation process.

As such, "all of aspects of the dispute are well-understood by both sides, and the parties have completed enough discovery to recommend settlement." *Daoust*, 2019 WL 2866490, at *2; *Athan*, 523 F. Supp. 3d at 967 ("The Court is satisfied that the Parties reviewed all of the exchanged and available information and used it to evaluate the merits of their respective claims or defenses in comparison to the costs and risks associated with further litigation.").

d. The experience and views of Counsel support approval.

The fifth *UAW* factor also supports the Settlement, as courts recognize that the opinion of experienced and knowledgeable counsel supporting settlement after vigorous arm's-length negotiation is entitled to considerable weight. *See Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983). Class Counsel, who have extensive experience prosecuting complex class actions (*see* ECF No. 107), are intimately familiar with the facts and legal issues involved in the Action and firmly believe that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Likewise, Defendants were represented by highly experienced and

skilled counsel who vigorously defended their clients.

Class Counsel's opinion that the proposed Settlement is fair "is entitled to significant weight, and supports the fairness of the class settlement." *UAW v. Gen. Motors Corp.*, 2006 WL 891151, at *18 (E.D. Mich. Mar. 31, 2006); *Daoust*, 2019 WL 2866490, at *3; *Athan*, 523 F. Supp. 3d at 967-68.

5. The Settlement Class's reaction to the Settlement Supports approval.

"In considering a class action settlement, the Court should also look to the reaction of the class members." *Nationwide*, 2009 WL 8747486, at *7. In accordance with the timeline provided in the Preliminary Approval Order, JND mailed copies of the Notice to 33,581 Settlement Class Members. *See* Exhibit 1, Jarjoura Declaration, at 2 ¶ 8. The deadlines for Settlement Class Members to object to the Settlement, or to request exclusion from the Settlement Class, have both passed. The response to the Settlement has been overwhelmingly favorable. There have only been 10 requests for exclusion and no objections. *Id.*, ¶¶ 18-21. This means that only 0.029% of Settlement Class Members sought exclusion and no Settlement Class Members objected. These percentages support final approval of the Settlement. *See Daoust*, 2019 WL 2866490, at *3 ("The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness."); *In re Flint Water*, 571 F. Supp. 3d at 783-84 (granting final approval of settlement despite "a very small percentage" of class members objecting to its terms).

6. The public interest favors approval.

The final *UAW* factor strongly supports this Settlement. “The Sixth Circuit has recognized that ‘the law generally favors and encourages the settlement of class actions.’” *Daoust*, 2019 WL 2866490, at *3 (quoting *Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981)); *In re Flint Water*, 571 F. Supp. 3d at 784. The Settlement furthers this policy and promotes judicial efficiency; it resolves at once the claims of the entire Settlement Class and avoids further litigation.

7. The other factors set forth in Rule 23(e)(2) support final approval.

Rule 23(e)(2), as amended, also considers: (i) the effectiveness of the proposed method of distributing relief to the class, including the method of processing class-member claims; (ii) the terms of any proposed award of attorneys’ fees, including timing of payment; (iii) any agreement made in connection with the proposed settlement; and (iv) the equitable treatment of class members. *See* Rule 23(e)(2)(C)(ii), (iii), and (iv); Rule 23(e)(2)(D). Each of these additional considerations also supports final approval of the Settlement.

a. The proposed method of distributing relief to the Class is effective and efficient.

The method of distributing Class Members’ relief is effective and efficient. Class Members are automatically entitled to Settlement payments without having to submit any claim form or take any other steps. All Class Members will automatically receive a cash payment of approximately \$106.03, mailed to their address of record.

No claim form is required, and no administrative burden falls on Class Members.

b. The requested attorneys' fees and expenses are fair and reasonable.

Class Counsel previously filed a Motion for Attorneys' Fees, Expenses, and Incentive Awards (ECF No. 109, PageID.8313) ("Fee and Expense Motion"), which is incorporated by reference. As detailed therein, Class Counsel is applying to the Court for attorneys' fees in the amount of \$1,800,000, and expenses in the amount of \$325,299.52. These amounts include all fees, costs, and expenses incurred by Class Counsel in connection with this litigation and are reasonable given the risk and complexity of the case and the skill and effort expended by Counsel. Class Counsel is also applying to the Court for service awards of \$5,000 for each Plaintiff, for a total of \$85,000 in service awards. Like the relief sought through this Motion, Defendants do not oppose Class Counsel's Fee Motion.

c. The Settlement treats Settlement Class Members equitably.

Finally, the proposed Settlement treats all Settlement Class Members equitably relative to one another. There is no preferential treatment for any member of the Settlement Class. Plaintiff class members will receive the same benefit as all Settlement Class Members, with Court-approved service awards providing compensation to Plaintiffs for efforts they expended on behalf of the Settlement Class,

which were crucial to the successful settlement.¹¹

III. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS

In its Preliminary Approval Order, the Court provisionally certified the Settlement Class for settlement purposes. *See* ECF No. 108, PageID.8311, ¶ 2. Nothing has changed to alter the propriety of the Court’s provisional certification and, for all the reasons stated in Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 107), Plaintiffs respectfully request that the Court finally certify the Settlement Class for purposes of settlement. *See N.Y. State Tchrs.’ Ret. Sys.*, 315 F.R.D. at 235 (approving certification of settlement class where “[n]othing ha[d] changed to alter the Court’s” provisional certification in the preliminary approval order).

IV. NOTICE TO THE SETTLEMENT CLASS SATISFIED RULE 23

Rule 23(e)(1)(B) requires that notice of the proposed settlement be given “in a reasonable manner to all class members who would be bound by the proposal.” Rule 23(c)(2)(B) further requires certified classes to receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” “To comport with the requirements of due process, notice must be ‘reasonably calculated to reach interested parties.’” *Fidel*

¹¹ Rule 23(e)(2)(C)(iv) asks the Court to consider any additional agreements made by the Parties in connection with the Settlement. The Settlement (and its related exhibits) is the only agreement made by the Parties in connection with the Settlement.

v. Farley, 534 F.3d 508, 514 (6th Cir. 2008).

Here, both the content of the Court-approved Notice and its distribution to Settlement Class Members satisfy all applicable notice requirements. In accordance with the Preliminary Approval Order, JND disseminated, via U.S. mail, the Short Form Class Notice to the last known address of each potential member of the Settlement Class. Exhibit 1, Jarjoura Declaration, ¶¶ 8-11. The Long Form Notice, as well as the Settlement, Preliminary Approval Order, and other relevant documents, were also posted on the Settlement website. *Id.*, ¶¶ 12-13. JND further established a toll-free telephone number and email address for receiving and responding to Class Member inquiries. *Id.*, ¶¶ 16-19.

Here, the Notice satisfies all of Rule 23's requirements. The language of the Class Notice was drafted and agreed to by the Parties and was 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; and (8) the deadline for objecting to the Settlement. The Class Notice thus allowed Settlement Class Members to make an informed and intelligent decision on whether to exclude themselves or object to the Settlement. In addition, pursuant to Rule 23(h), the proposed Class

Notice set forth the maximum attorneys' fees and service awards that may be sought.

In sum, the Notice provided sufficient information for Settlement Class Members to make informed decisions regarding the Settlement, fairly apprised them of their rights with respect to the Settlement, was the best notice practicable under the circumstances, and complied with the Court's Preliminary Approval Order, Rule 23, and due process. Comparable notice programs are routinely approved by courts in this Circuit. *See, e.g., Daoust*, 2019 WL 2866490, at *4.

V. THE COURT SHOULD APPOINT CLASS COUNSEL

In its Preliminary Approval Order, the Court conditionally appointed Class Counsel. *See* ECF No. 107, PageID.8311, ¶ 3. For the reasons outlined in Plaintiffs Motion for Preliminary Approval (ECF No. 107), Plaintiffs respectfully request that the Court finally appoint Class Counsel.

VI. CONCLUSION

Plaintiffs respectfully request that the Court grant final approval of the Settlement, certify the Settlement Class, and appoint Class Counsel.

DATED: September 10, 2024

Respectfully submitted,

/s/ Steve W. Berman

Steve W. Berman
Jerrod C. Patterson
Garth Wojtanowicz
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Telephone: (206) 623-7292
Email: steve@hbsslaw.com
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Email: epm@millerlawpc.com
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Zachary Jacobs
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BRODY & AGNELLO, P.C.
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Telephone: (973) 994-1700
Email: JCecchi@carellabyrne.com
Email: ZJacobs@carellabyrne.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 10, 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

EXHIBIT 1

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-TGB-SDD

DECLARATION OF LARA JARJOURA
REGARDING NOTICE
ADMINISTRATION

I, **Lara Jarjoura**, declare and state as follows:

1. I am a Vice President of JND Legal Administration (JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

2. This Declaration describes the implementation of the Notice Program.¹ JND is serving as the Settlement Administrator in the above-captioned litigation (the “Action”), pursuant to the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) dated June 7, 2024.

¹ All capitalized terms not defined herein have the meanings given to them in the Settlement Agreement.

CAFA NOTICE

3. On May 31, 2024, JND mailed notice of the *Raymo et al. v. FCA US LLC and CUMMINS Inc.* Settlement to the United States Attorney General and to the appropriate State officials pursuant to the Class Action Fairness Act of 2005.

SETTLEMENT CLASS MEMBER DATA

4. On October 24, 2023, Defendants provided JND with VINs of 33,918 potential Class Members. On May 28, 2024, Defendants provided JND with updated data with VINs, names, and addresses of 33,842 potential Class Members. Of these, 261 records were identified by FCA as excluded parties.

5. JND combined, analyzed, de-duplicated, and standardized the data that it received from the Defendants to provide individual notice to Class Members. Through this process, JND identified 33,581 potential Class Members, including 2,909 Class Members who are current or former owners or lessees of 10 or more Eligible Trucks.

6. JND promptly loaded the VINs and Class Member contact information into a case-specific database for the Settlement administration. A unique identification number was assigned to each Class Member record to identify them throughout the administration process.

7. JND performed address research using the United States Postal Service (“USPS”) National Change of Address (“NCOA”)² database to obtain the most current mailing address information for potential Class Members. Additionally, JND conducted advanced address research through TransUnion’s TLO service, which located updated addresses for 5,127 Class Members.

² The NCOA database is the official USPS technology product that makes changes of address information available to mailers to help reduce undeliverable mail pieces.

DIRECT MAIL NOTICE

8. On June 21, 2024, JND mailed the Court-approved Class Notice (“Notice”) to 33,581 Class Members. JND customized each Notice to include the potential Settlement Class Member’s name, address, vehicle make, vehicle model, and VIN. The Notice provided the URL of the Settlement Website and encouraged the potential Settlement Class Member to visit the Settlement website for more information.

9. For any potential Settlement Class Member who had 10 or more VINs associated with their name and address, JND sent the Notice and a cover letter advising them of the specific VINs associated with their name and address.

10. JND has tracked 1,654 Notices that were returned as undeliverable without a forwarding address. JND re-mailed 340 Notices to a forwarding address provided by the USPS.

11. On July 19, 2024, Defendants provided JND with updated data to assist in identifying Class Members.

SETTLEMENT WEBSITE

12. On June 20, 2024, JND established a dedicated settlement website (www.2500-3500dieselscrsettlement.com). The website hosts copies of important case documents, including the Settlement Agreement, Preliminary Approval Order, and Notice. The website also provides answers to frequently asked questions, key dates and deadlines, and contact information for the Settlement Administrator.

13. As of the date of this Declaration, the website has tracked 7,426 unique users with 12,892 page views. JND will continue to maintain the Settlement Website throughout the administration process.

SETTLEMENT EMAIL ADDRESS

14. On June 20, 2024, JND established a case-specific, dedicated email address (info@2500-3500dieselscrsettlement.com) to receive and respond to Settlement Class Member inquiries.

15. As of the date of this Declaration, the email inbox has received 99 emails.

TOLL-FREE TELEPHONE NUMBER

16. On June 20, 2024, JND established a case-specific, dedicated toll-free telephone number (1-844-633-0696) for Class Members to obtain more information about the Settlement.

17. As of the date of this Declaration, the toll-free number has received 209 calls.

REQUESTS FOR EXCLUSION

18. The Notices informed Settlement Class Members that anyone who wanted to be excluded from the Settlement could do so by submitting a written request for exclusion (“opt-out”) to the Settlement Administrator, postmarked on or before August 21, 2024.

19. As of the date of this Declaration, JND has received ten exclusion requests. A representative copy of the exclusion requests is attached as Exhibit A.

OBJECTIONS

20. The Notices informed Settlement Class Members that anyone who wanted to object to the Settlement could do so by submitting a written objection to the Court, postmarked or filed on or before August 21, 2024.

21. As of the date of this Declaration, JND is not aware of any objections.

I declare under penalty of perjury pursuant to the laws of the United States of America
that the forgoing is true and correct.

Executed on September 9th, 2024 at Seattle, Washington.


LARA JARJOURA

EXHIBIT A

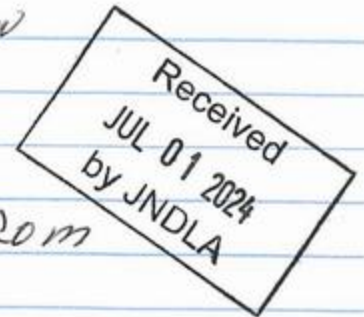


Raymo et al. v. FCA US LLC and Cummins Inc.
Eastern District of Michigan - Southern Division
Case No. 2:17-cv-12168-TGB-SDD
Exclusion Report as of September 9, 2024

NUMBER	JND ID	NAME	UPDATED CLASS VIN	POSTMARKED	RECEIVED
1	ND2WN7EHRU	DAVID W KORN	3C6UR5FL2FG603341	6/25/2024	7/1/2024
2	NA7GVUKZS6	TIMOTHY L DUVAL	3C6UR4CLXFG653659	N/A (Emailed)	7/2/2024
3	NQ2BR478HP	ROBERT K AROYAN	3C6UR5CL2FG670297	7/2/2024	7/5/2024
4	NV8T7YFJ4H	SUSAN L LEDFORD	3C6UR5GL7FG655806	7/2/2024	7/5/2024
5	NXEKSD4BFQ	CHRISTOPH GARINGER	3C63RRGL0FG546817	7/5/2024	7/10/2024
6	N2BDYG8NTH	SHANE BENNETT	3C63R3HLXFG669228	7/10/2024	7/15/2024
7	NSV3HGKU98	JOHN PATTEN	3C6UR5HL5FG570624	8/2/2024	8/5/2024
8	N6ZQFLACBX	LOWELL DYSON	3C6UR5CL7FG588534	8/19/2024	8/22/2024
9	NAFNWXK42L	RONALD T SWENSON	3C6UR5DL4FG529780	8/20/2024	8/22/2024
10	NWQS2L6EGN	SHELLEY SULLIVAN	3C63RRLL5FG648443	8/20/2024	8/26/2024

6-25-2024

TO: JND Legal ADMINISTRATION
PO. Box 91227
SEATTLE, WA 98111



PLEASE EXCLUDE ME FROM
THE SETTLEMENT.

RAYMON & FCA US LLC

CLASS ACTION No. 2:17-12168
(TGB)CSDD

THANK YOU

DAVID KORN

21217 TONTON ANY RD

BOWLING GREEN OHIO

43402

David Korn.

David W. Korn
21217 Tontogany Rd.
Bowling Green, OH 43402

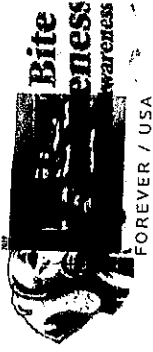


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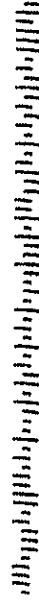
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25 JUN 2024 PM 14L



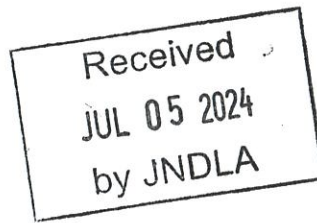
RAYMOND V. FCAUS LLC AND CUMMINGS INC
C/O JND LEGAL ADMINISTRATION
PO BOX 91222
SEATTLE, WA 98111

98111-932222



July 2, 2024

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



RE: Class Action Lawsuit

Gentlemen,

I am hereby requesting to be excluded from the 2500-3500 diesel scr settlement and Class.

My full name is: Robert Aroyan, 722 Flintstone Dr., Camano Island, WA 98282.

Vehicle info: 2015 Ram 2500 Tradesman Crew Cab 4x4.

VIN #3C6-UR5CL2FG-670297.

I purchased the vehicle on 10-27-2015 from Rairdon Dodge/Ram of Bellingham, WA.

There is no way I will accept only \$100 for the inconvenience, reliability issues, numerous vehicle recalls, 5 mph shutdown issues related to emission system issues, and loss of value due to the \$1.6 billion EPA settlement with Cummins for admitted fraudulent activities. I regret purchasing this vehicle and I consider this offer to be ridiculously low.

I am currently having my own attorney pursue damages directly from FCA and Cummins.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized, flowing line that starts with a small loop and ends with a long, horizontal tail.

Robert Aroyan



Mr. Bob Aroyan
722 Flintstone Dr
Camano Island, WA 98282-6655

JUL 05 2024

RAYMO V. FCA US LLC
AND Cummins INC.
c/o IND Legal Administration
P.O. Box 91227
SEATTLE WA 98127

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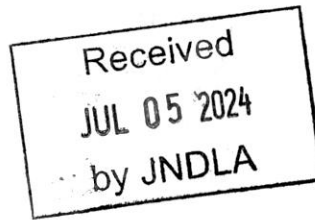
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SEATTLE WA 980
2 JUL 2024 PM 7 L





Susan Ledford
6201 SE 81st Cir
Oklahoma City, OK 73135
(405) 205-3192
2015 Ram 2500
3C6UR5GL7FG655806

June 26, 2024

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

RE: Exclusion from the Class

To Whom It May Concern,

First, I would like to point out that it appears the information on the notice I received related to the specific VIN and Make are not that of mine. Please see the copy of the attached first page of the notice. It **incorrectly** reflects:

3C7WRTCL7FG6101458
2015 RAM 3500

My truck is:

3C6UR5GL7FG655806
2015 RAM 2500

Please update my information and have the revised document resent to me for my records.

Because I have had multiple issues related to the Selective Catalytic Reduction System since January of this year, I would like to exclude myself from this class action. I would like to continue to have recourse with regards to the issues I have had.

Kind regards,

A handwritten signature in cursive script that reads "Susan Ledford".

Susan Ledford



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.

RAYNV8T7YFJ4H



100519010016961 T40 P1
Susan L Ledford
6201 SE 81st Cir
Oklahoma City, OK 73135-7013



**3C7WRTCL7FG610458
2015 RAM 3500**

↑
Incorrect

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. 2:17-12168 (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 June 7, 2024. 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 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. 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.

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

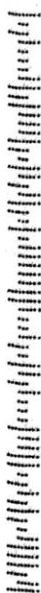
Ledford
19201 SE 81st Cir
Olc OK 73135

JUL 05 2024

PAH

3

9811198327 8900



Raymo v. FGA US LLC and Cummins Inc
c/o IND Legal Administration
PO Box 91227
Seattle, WA 98111



Incorrectly added to class

T Duvall <duvallt316@yahoo.com>

Wed 7/3/2024 2:35 PM

To:info@2500-3500DieselSCRsettlement.com <info@2500-3500DieselSCRsettlement.com>

I was incorrectly added to the class action lawsuit. I do not meet the criteria and should not have been included. The notice sent to me had a VIN for a 2015 Ram 3500. I own a 2500 that was purchased in California. Please remove me from the class.

R/S

Tim Duvall

850-491-2028

Sent from my iPhone

June 26, 2024

Christopher Garinger
5501 Roadrunner Rdg.
Guthrie, OK 73044
christopher.garinger@gmail.com

Received
JUL 10 2024
by JNDLA

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

Re: Request for Exclusion from the Settlement Class in *Raymo, et al. v. FCA US LLC, et al.*,
Civil Action No. 2:17-12168 (TGB)(SSD) (E.D. Mich.)

Dear JND Legal Administrator:

I am writing to formally request to be excluded from the Settlement Class in the titled *Raymo, et al. v. FCA US LLC, et al.*

Please find my complete personal details and vehicle information below for the verification purposes:

Name: Christopher Paul Garinger
Address: 5501 Roadrunner Rdg., Guthrie, OK 73044
Telephone Number: (405) 269-2728

Vehicle Make: Ram
Vehicle Model: 3500 Tradesman
Vehicle Model Year: 2015
Vehicle VIN: 3C63RRGL0FG546817

I am the present owner of the aforementioned vehicle that is considered to be a Settlement Class Vehicle.

By writing this letter, I wish to make it abundantly clear that I am choosing to opt out of the titled *Raymo, et al. v. FCA US LLC, et al.* Settlement Class.

This decision is made of my own volition, and I understand the implications of this choice, including forfeiting any potential benefits that might otherwise accrue to me as a member of the Settlement Class.



I kindly request that you process my request promptly and send me written confirmation within (30) days that you have excluded me from the class upon completion of this process.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. P. Garinger', followed by a horizontal line.

Christopher Paul Garinger

GARINGER

5501 ROADRUNNER RDG.

GUTHRIE, OK 73044

RAY

OKLAHOMA CITY OK 730

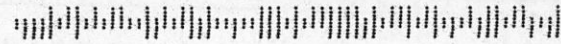
5 JUL 2024 PM 6 L

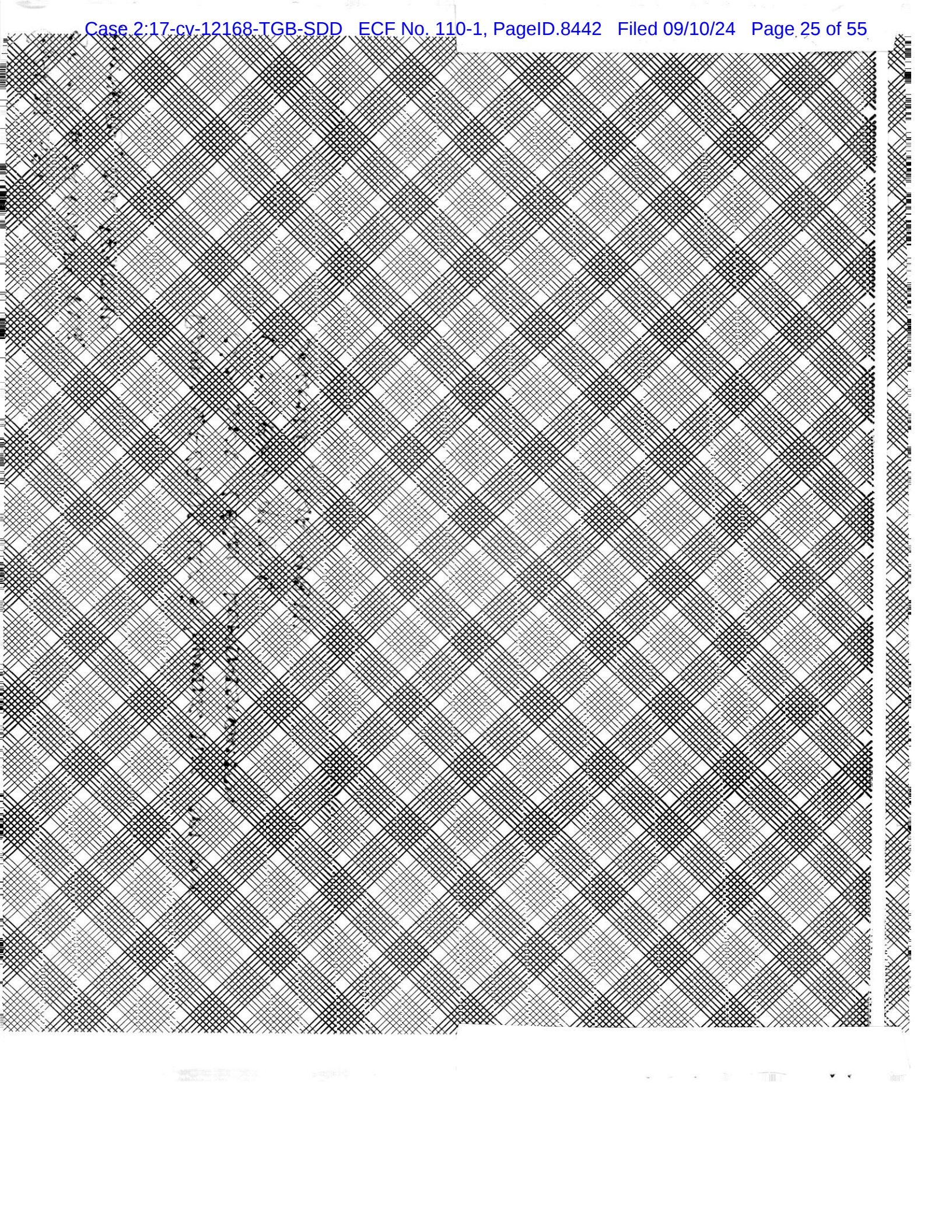


JUL 10 2024

RAYMO V. FCA US LLC ? CUMMENS INC OPT OUT
CIO JND LEGAL ADMINISTRATION
P.O. BOX 91227
SEATTLE, WA 98111

98111-932727





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

Received

JUL 15 2024

by JNDLA

**COURT-APPROVED LEGAL
NOTICE**

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

RAY N2BDYG8NTH



100519010028752 T67 P1
Shane Bennett
2812 W 12130 S
Riverton, UT 84065-7642



3C6UR5CL0FG508071
2015 RAM 2500

Dear ?,

I want to be excluded from
the class.

Shane Bennett

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. 2:17-12168 (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 June 7, 2024. 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 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. 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.

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 June 7, 2024, 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 Defendants 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 August 21, 2024**, 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 August 21, 2024**. 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?

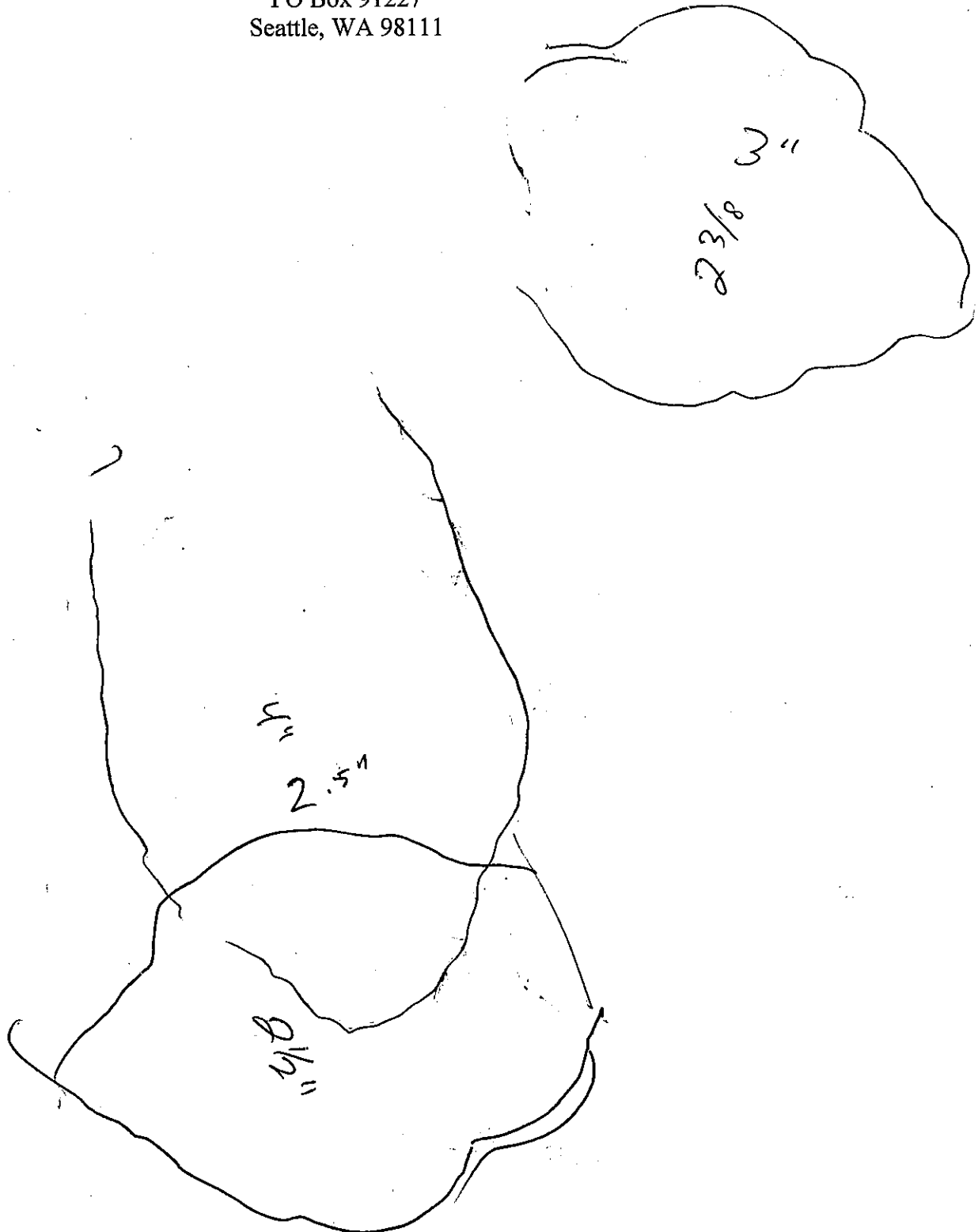
The Court will hold a final fairness hearing to decide whether to approve the terms of the Settlement at **1:00 pm on October 10, 2024**, at the Theodore Levin U.S. Courthouse, Courtroom 251, 231 W. Lafayette Blvd., Detroit, MI 48226. If there are objections, the Court will consider them but may still 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 **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



Shane Bennett
2812 W. 12130 S.
Riverston, Utah 84065

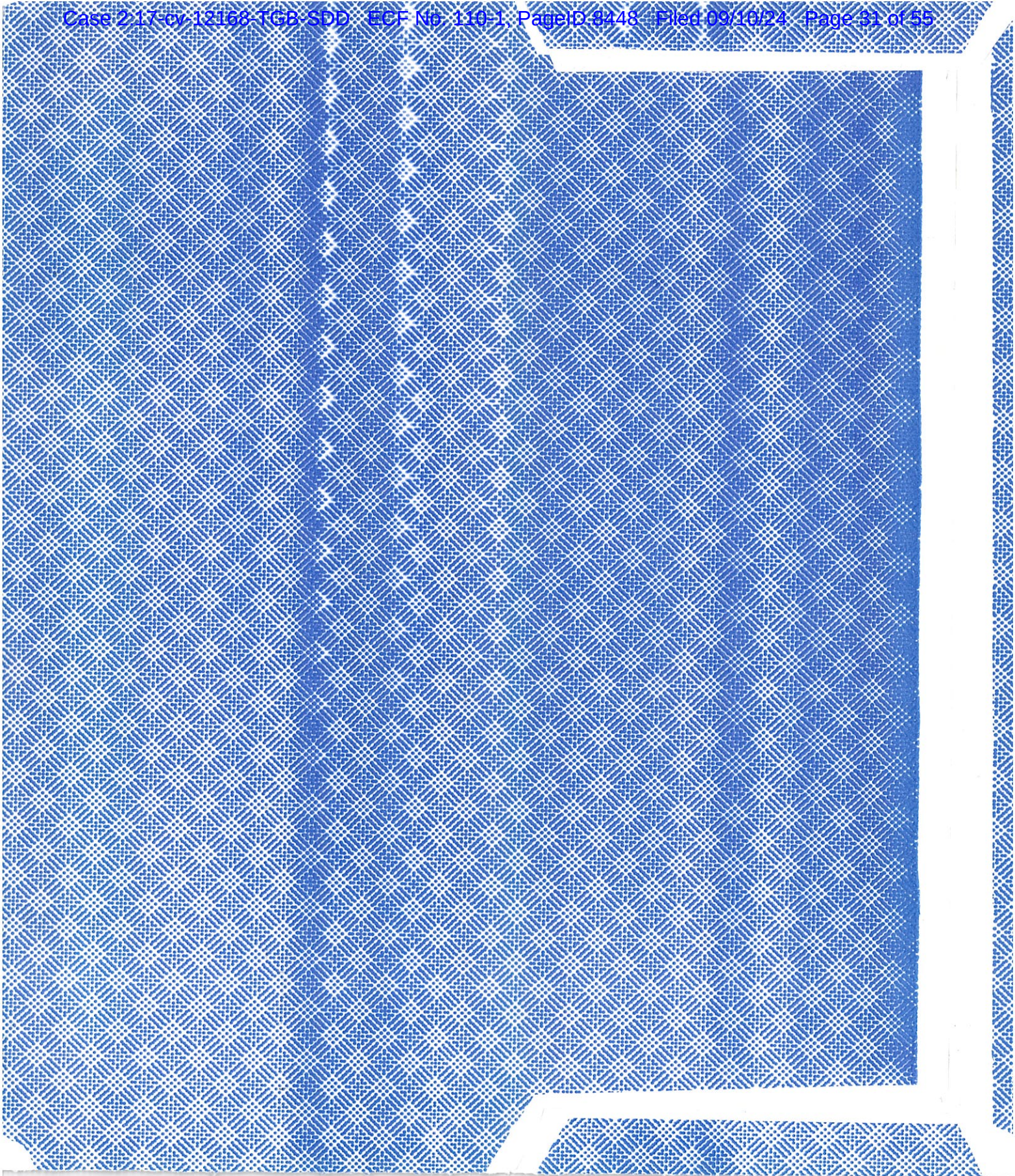
JUL 15 2024

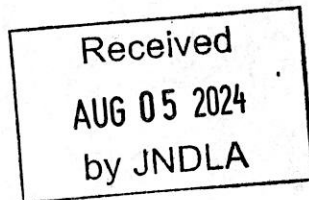
SALT LAKE CITY UT 840
10 JUL 2024 PM 4 L



Raymo et al v. FCA US LLC and Commis Inc.
c/o JND Legal Administration
P.O. Box 91227
Seattle WA 98111
98111-534727







204 Lee St.
Apt. 209
Gaithersburg, MD 2087-2947

July 31, 2024

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

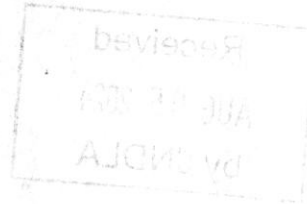
To Whom It May Concern:

This letter is my written notice that I do not want to be part of the lawsuit against Dodge Ram Cummins Diesel. Should my engine need replacing, it will take a lot more than \$100.40 to do that. I will hire my own lawyer if needed.

Thank you.

A handwritten signature in black ink, appearing to read "John Patten".

John Patten



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

**COURT-APPROVED LEGAL
NOTICE**

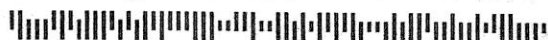
This is an official, Court-
approved Notice about a class
action settlement. Please review
the important information below.

RAY NSV3HGKU98



100519010002458 T4 P1
John Patten
204 Lee St Apt 209
Gaithersburg, MD 20877-2947

**3C6UR5KL1FG640306
2015 RAM 2500**



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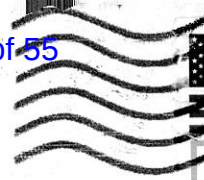
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Raymo v. FCA US LLC and CUMMINS INC
c/o JND Legal Administration
PO Box 91227
Seattle, WA 98111

204 Lee St.
Apt. 209
Gaithersburg, MD 20877

CAPITAL DISTRICT 208

2 AUG 2024 PM 3 L



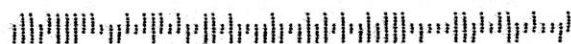
RAY

AUG 05 2024

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

JND 08/0

98111-932727



To Whom it may concern,
I, Lowell Dyson
677 ST. RT. 29
APT. B

8/19/2024

Received
AUG 22 2024
by JNDLA

Springville, PA. 18844

wish to "exclude" myself AND my RAM
2500 truck FROM the CLASS ACTION suit
AGAINST 2500-3500 DIESEL SCR settlement.

Thank you,
Lowell Dyson

END

Received
AUG 22 2024
BY JINDIA



THIS ENVELOPE IS RECYCLABLE AND MADE WITH 30% POST CONSUMER CONTENT

© USPS 201

Seattle, WA 98111

JND 08/22/24

P.O. Box 91227

c/o JND Legal Administration

Raymo V FCA US LLC AND Gammis INC.

Springville, PA.
18444
ST. RT. 29
LLC Dyson





Ronald Troy Swenson

8825 34 Ave NE Suite L-195

Quil Ceda Village

Washington 98271

2015 Dodge Ram 2500 SLT

VIN 3C6UR5DL4FG529780

Purchased on 06\07\2015

Received
AUG 22 2024
by JNDLA

I would like to be excluded from the class

and the settlement.

Thank you,

A handwritten signature in black ink, appearing to be "R. Swenson", followed by a long horizontal line extending to the right.



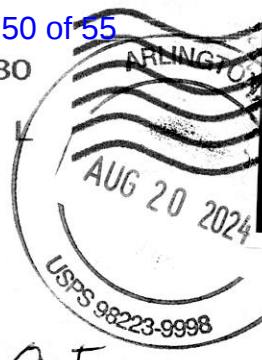
R. T. ~~Svensen~~
8825 34th Ave NE

Ste L-195

Quil Ceda Village WA 98271 RAY

SEATTLE WA 980

20 AUG 2024 PM 5 L



Raymo v. FCA US LLC and Cummins, Inc. Opt. Out

2

AUG 22 2024

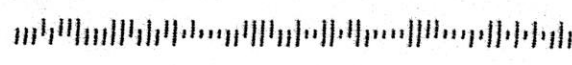
c/o JND Legal Admin.

PO Box 91227

Seattle, WA 98111

JND 08/2

98111-932727



157-100-11100

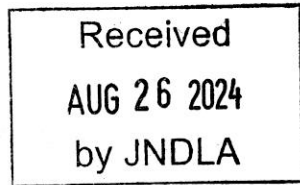
157-100-11100

157-100-11100

157-100-11100

August 19, 2024

Raymo et al v. FCA US LLC and Cummins Inc.



c/o JND Legal Administration

P.O. Box 91227

Seattle, WA 98111

I Shelley Sullivan wish to be excluded from the Class Action Settlement called Raymo, et al. v. FCA US LLC (Civil Action No. 2:17-12168, for my 2015 Ram 3500 3C6URFL6FG682481. Please let me know if you have any further questions.

A handwritten signature in black ink, appearing to read "Shelley Sullivan".

Shelley Sullivan

7109 Bay Laurel Ct

Wesley Chapel, FL 33545

Shelley Sullivan

7109 Bay Laurel Ct.

Wesley Chapel, FL 33545

TAMF
20 AL

CP



U.S. P
\$0
FCML
Orig:
Dest:
08/19
20003

RAY

AUG 26 2024

Raymo et al V. FCAUS LLC and Cummins

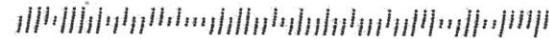
C/O JND Legal Administration

P.O. Box 91227

Seattle, WA 98111

JND 08

98111-982727



Patent Number
US 6,732,494 B1