

Exhibit 1

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re: CATERPILLAR, INC., C13 and C15
ENGINE PRODUCTS LIABILITY LITIGATION

Master Docket No. 14-3722(JBS)(JS)

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement” or “Settlement Agreement” or “Agreement”) is entered into, subject to final approval of the Court and entry of final judgment of dismissal with prejudice, between Plaintiffs Ronald Bagley; Bailey Coach, Inc.; BK Trucking Co.; Leroy Bolton Trucking Co.; David Brewer; Brian Brown; Bryant’s Transport, Inc.; C&F Movers, Inc.; Columbia Petroleum Transportation, LLC; DeCamp Bus Lines; Eagle Valley South, Inc.; Easton Coach Company; Eclipse Charter & Tours, LLC; First Priority Tours, Inc.; G&G Specialized Carriers; Gentry Coach d/b/a Gentry Trailways; Harmon Bros. Charter Services, Inc.; John Lamanteer; K Double D, Inc.; Kelton Tours Unlimited Limited Liability Company; Edward Charles McLean; MNS Enterprises, Inc.; NW Navigator Luxury Coaches LLC; Roadrunner Charters, Inc.; Salud Services, Inc. d/b/a Endeavor Bus Lines; S&M Mercado, Inc.; German Saravia; Scenic Boundaries Trans. Inc.; Tri-City Charter of Bossier Inc.; U.S. Transport; Vandalia Bus Lines, Inc.; Ricky A. Williams; and Windy City Limousine LLC (collectively “Plaintiffs”) and the Class, as defined below, and Defendant Caterpillar Inc. (“CAT” or “Defendant”). Plaintiffs and Defendant are, at times, individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

1. Beginning in 2012 and continuing into 2014, Plaintiffs filed various actions against CAT arising from CAT’s conduct in designing, manufacturing, selling for profit,

and warranting EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines manufactured in 2006, 2007, 2008 and 2009 at issue in this Action, including the CRS components incorporated therewith (hereinafter “Subject Engines” or “Engines”) . Plaintiffs contended that CAT’s exhaust emission control system, known as the CAT Regeneration System (“CRS”), failed to work reliably, causing its C13 and C15 on-highway diesel engines to derate and shut down, and requiring CAT technicians to repair the Engines, which they allegedly could not effectively do.

2. In June 2014, Plaintiffs’ cases against CAT regarding the Engines were consolidated into a multidistrict litigation (“MDL”) before this Court. On October 6, 2014, Plaintiffs filed their Consolidated Class Action Complaint (“CCAC”) that covered all purchasers and owners of vehicles containing the Subject Engines. Plaintiffs filed their Amended Consolidated Class Action Complaint (“ACCAC”) on December 23, 2014. Filed herewith, with consent of Defendant, is Plaintiffs’ Second Amended Consolidated Class Action Complaint (“Second Amended Complaint”).

3. The Second Amended Complaint includes the claims of all persons in the United States who are purchasers, subsequent purchasers, owners, subsequent owners, and lessees (including but not limited to those having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine. The Parties agree to certification of a Settlement Class (as defined below) for purposes of this Settlement Agreement only.

4. CAT has filed answers denying the claims of Plaintiffs, and strongly denies all of Plaintiffs’ claims, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Class/Settlement Class, denies that it acted improperly or

wrongfully in any way, and believes that this litigation is without merit. Following the filing of Plaintiffs' Second Amended Complaint, CAT will Answer the Second Amended Complaint, dispute the material allegations both as to fact and law and deny any liability to the Plaintiffs or any member of the Settlement Class.

5. On February 2, 2014, CAT filed two motions to dismiss Plaintiffs' ACCAC: one pursuant to Fed. R. Civ. P. 12(b)(6) to dismiss all claims in the ACCAC for failure to state a claim and a second motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6) and/or for judgment on the pleadings pursuant to Fed. R. Civ. P. 12(c) based on federal preemption.

6. On July 29, 2015, after the motions were fully briefed, the Court entered an Order granting in part and denying in part CAT's motions to dismiss. On August 12, 2015, Caterpillar filed a Motion for Reconsideration in connection with the Court's ruling on its motion for judgment on the pleading, which is pending.

7. In its July 29, 2015 Order, this Court held that dismissal of certain claims would be without prejudice to Plaintiffs' right to seek leave to amend within 60 days.

8. The ACCAC alleges that the CRS failed to operate under all conditions and all applications on a consistent and reliable basis even after repeated CRS warranty repairs and replacements. Allegedly, these repeated warranty repairs and replacements failed to correct the CRS issues, resulting in damages to Plaintiffs and putative class members. The alleged damages included diminished value of the vehicles powered by the Subject Engines, out-of-pocket costs such as repair invoices, towing costs, vehicle rental costs and related hotel/taxi charges. Among other claims, the complaints allege causes of action for breach of express warranty.

9. Plaintiffs, by and through Class Counsel, have made a thorough investigation of the facts asserted in the Action. During the Action, extensive discovery was taken, both of CAT and third-parties. In total, approximately 500,000 pages of discovery were produced, 49 depositions were taken and numerous hearings were held before the Magistrate Judge and District Judge.

10. In July 2014, the Court appointed the Honorable Dennis M. Cavanaugh, U.S.D.J. (ret.) as mediator to explore a potential resolution of the matter. Over the next year, Judge Cavanaugh presided over three in-person mediation sessions and conducted numerous telephone conferences regarding a potential resolution of the case. On October 12, 2015, the parties reached an agreement in principle under Judge Cavanaugh's direction.

11. The Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action or that could have reasonably been asserted based upon the facts alleged in the Action or that could have reasonably been asserted by or on behalf of members of the Class.

12. Plaintiffs' counsel are experienced in this type of class litigation, recognize the risks and costs of this Action and believe that it is in Plaintiffs' interest and the interest of all Class Members to resolve this Action, and any and all claims against Defendant, Caterpillar, arising in this Action, and that the proposed Settlement Agreement is fair, adequate and reasonable.

13. The undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

Recitals: The recitals set forth above are incorporated by reference and are explicitly made part of this Agreement.

1. DEFINITIONS

A. In addition to the terms defined above, capitalized terms shall have the meanings provided below, unless defined elsewhere in the Agreement.

i) “Action” means the civil action entitled *In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*, United States District Court for the District of New Jersey MDL No. 2540, Master Docket No. 14-3722(JBS)(JS) and all cases formally associated under the same lead case number.

ii) “Approved Claim” means a Claim submitted by a Claimant that the Settlement Administrator, in its discretion, determines to be timely, accurate, complete and in proper form.

iii. “Claim” means a request for relief pursuant to Section 11.A of this Settlement Agreement submitted by a Class member on a Claim Form to the Settlement Administrator in accordance with the terms of the Settlement Agreement.

iv. “Claim Form” means the online form interface and written Claim form to be provided by the Settlement Administrator to Class members. The online Claim Form interface shall be developed by the Settlement Administrator and is subject to review and

approval by the Parties. The written Claim Form shall be substantially in the form of Exhibit A, attached hereto.

v. “Claim Deadline” means the date by which all Claim Forms must be postmarked to be considered timely. The Claim Deadline shall be 120 days after the Final Approval Hearing.

vi. “Claimant” means a Class member who has submitted a Claim for a Subject Engine by the Claim Deadline.

vii. “Class Representatives” means Ronald Bagley; Bailey Coach, Inc.; BK Trucking Co.; Leroy Bolton Trucking Co.; David Brewer; Brian Brown; Bryant’s Transport, Inc.; C&F Movers, Inc.; Columbia Petroleum Transportation, LLC; DeCamp Bus Lines; Eagle Valley South, Inc.; Easton Coach Company; Eclipse Charter & Tours, LLC; First Priority Tours, Inc.; G&G Specialized Carriers; Gentry Coach d/b/a Gentry Trailways; Harmon Bros. Charter Services, Inc.; John Lamanteer; K Double D, Inc.; Kelton Tours Unlimited Limited Liability Company; Edward Charles McLean; MNS Enterprises, Inc.; NW Navigator Luxury Coaches LLC; Roadrunner Charters, Inc.; Salud Services, Inc. d/b/a Endeavor Bus Lines; S&M Mercado, Inc.; German Saravia; Scenic Boundaries Trans. Inc.; Tri-City Charter of Bossier Inc.; U.S. Transport; Vandalia Bus Lines, Inc.; Ricky A. Williams; and Windy City Limousine LLC.

viii. “Class” or “Settlement Class” shall mean all persons in the United States who are original purchasers or original lessees, subsequent purchasers or subsequent lessees, (including but not limited to those having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine. The Parties agree to certification of the national Settlement Class for purposes of

this Settlement Agreement only. Excluded from the Class are Defendant, all present or former affiliates and/or directors of Defendant, the Judge of this Court, the Judge's family and staff, and all persons who have already made a timely and valid exclusion to be excluded from the Class in accordance with the provisions of the Notice of Pendency, all persons who have already released claims against Defendant for the relief provided herein, and all persons who will make a timely and valid election to be excluded from the Class in accordance with the provisions of the Notice. Settlement Class does not include persons or entities that have previously executed settlement releases concerning the Subject Engines. Such persons or entities that have previously executed settlement releases are specifically excluded from the Class.

ix. "Caterpillar Regeneration System" or "CRS" shall mean the components of the Subject Engine which are more fully defined or described by the parts set forth in Attachment A.

x. "CRS Related Repair" shall mean a repair or replacement of any Caterpillar Regeneration System related part or component as indicated by the 45 DT and F code combinations reflected in Attachment A. Repairs or replacement made due to a Caterpillar Service Letter performed pro-actively shall not be considered as a CRS Related Repair.

xi. "Defendant" shall mean Caterpillar Inc. and its affiliates, subsidiaries, parents, related companies, and their respective officers, directors, shareholders, managers, partners, contractors, representatives, employees, agents, predecessors, successors, and assigns, and each of them.

xii. “Effective Date” means the first date by which all of the following events shall have occurred:

- a. The Court has entered the Preliminary Approval Order substantially in the form of Exhibit B attached hereto;
- b. The Court has entered the Final Approval Order and Judgment substantially in the form of Exhibit C attached hereto and the Final Approval Order and Judgment has been entered approving the Settlement Agreement in all respects, dismissing the Action with prejudice, and such Final Approval Order and Judgment being immediately appealable; and
- c. The time for appeal from the Final Approval Order and Judgment shall have expired, or if any appeal of the Final Approval Order and Judgment as to the Settlement Agreement is taken, that appeal shall have been finally determined by the highest court, including motions for reconsideration and/or petitions for writ of certiorari, and which Final Approval Order and Judgment is not subject to further adjudication or appeal, and has been confirmed in whole pursuant to the terms of the Settlement Agreement and Final Approval Order and Judgment as entered and effective.

xiii) “Escrow Fund” shall mean an interest-bearing escrow account designated by Plaintiffs’ Class Counsel to receive payment of the Settlement Fund.

xiv) “Final Approval Hearing” means the hearing at which the Court shall:

- a. determine whether to grant final approval to this Settlement Agreement;
- b. consider any timely objections to this Settlement and all responses thereto; and
- c. consider Plaintiffs' Counsel's requests for an award of attorneys' fees, costs and expenses, and Service Awards.

xv) "Final Approval Order and Judgment" shall mean the order finally approving this Settlement Agreement, which shall be substantially in the form of Exhibit C attached hereto.

xvi) "Long Form Notice" or "Long Form Publication Notice" means the Notice of Proposed Settlement of Class Action that will be published on the Settlement Administrator's website substantially in the form attached as Exhibit E.

xvii) "Net Settlement Fund" shall mean the Settlement Fund less (subject to Court approval) (1) Service Awards of \$20,000 to each of the Class Representatives; and (2) attorneys' fees deemed reasonable by the Court up to and not to exceed 33 $\frac{1}{3}$ % of the Settlement Fund, plus Class Counsel's reasonable expenses incurred in this litigation; and (3) Notice and Administration Expenses.

xviii) "Notice" shall mean, collectively, the communications by which Class members are notified of this Settlement Agreement and the Court's Preliminary Approval of this Settlement Agreement. This includes the Notice (Exhibit D), Long Form Notice in press releases (Exhibit E), multi-media publication notice programs, a search advertising campaign, a dedicated website, and a call center. The Parties shall agree upon the Notice language prior to its distribution to the Class.

xix) “Notice Date” shall be 30 days after entry of the Preliminary Approval Order.

xx) “Party” and “Parties” shall have the meaning set forth in the introductory Section of this Settlement Agreement.

xxi) “Person(s)” shall mean any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

xxii) “Plaintiffs” shall have the meaning set forth in the introductory Section of this Settlement Agreement.

xxiii) “Plaintiffs’ Counsel” or “Class Counsel” shall mean the law firms of Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”); Shepherd Finkelman Miller & Shah, LLP (“Shepherd Finkelman”); Quantum Legal, LLC (“Quantum Legal”); Carella Byrne Cecchi Olstein Brody & Agnello, P.C. (“Carella, Byrne”), Seeger Weiss, LLP, Kohn, Swift & Graf, and Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman. Lead Class Counsel shall mean Cohen Milstein, Shepherd Finkelman, Quantum Legal and Carella, Byrne.

xxiv) “Preliminary Approval” or “Preliminary Approval Order” shall mean the Court’s entry of an order of preliminary approval of this Settlement Agreement, which shall be substantially in the form of Exhibit B attached hereto.

xxv) “Released Claims” shall have the meaning set forth in Section 12.A of this Settlement Agreement.

xxvi) “Released Persons” shall have the meaning set forth in Section 12.A of this Settlement Agreement.

xxvii) “Releasing Parties” shall have the meaning set forth in Section 12.A of this Settlement Agreement.

xxviii) “Request for Exclusion” shall mean a request to be excluded from the Class, submitted in accordance with the terms and conditions of this Settlement Agreement and the instructions provided in the Notice.

xxix) “Service Awards” shall mean cash awards paid to the Class Representatives.

xxx) “Settlement Administrator” shall mean Epiq Systems Class Action and Claims Solutions, Inc.

xxxi) “Settlement Fund” shall mean a total of \$60 million paid by Defendant into the Escrow Fund, as set out below in Section 3.A.i.

xxxii) “Subject Engine(s) or “Engine(s)” shall mean all EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009) at issue in this Action, including the CRS components incorporated therewith.

B. **Singular and Plural.** Definitions used herein shall apply to the singular and plural forms of each term defined.

C. **Gender.** Definitions used herein shall apply to the masculine, feminine, and neuter genders of each term defined.

D. **References to a Person.** References to a Person are also to the Person’s permitted successors and assigns.

E. **Terms of Inclusion.** Whenever the words “include,” “includes” or “including” are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

2. COOPERATION BY THE PARTIES

The Parties and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement. The Parties and their counsel further agree to support the final approval of the Settlement Agreement including against any appeal of the Final Approval Order and Judgment including any collateral attack on the Settlement Agreement or the Final Approval Order and Judgment.

Simultaneously herewith, the Parties are executing a “Confidential Supplemental Agreement” setting forth certain conditions under which the Settlement may be withdrawn or terminated at the sole discretion of CAT if potential Settlement Class Members who meet certain criteria exclude themselves from the Settlement Class. The Confidential Supplemental Agreement shall not be filed with the Court, but may be made available for an in camera review by the Court upon Court order, and its terms shall not be disclosed in any other manner (other than the statements herein). The Parties shall keep the terms of the Confidential Supplemental Agreement confidential.

3. CONSIDERATION TO THE CLASS

A. In exchange for the terms and conditions set forth in this Settlement Agreement, including without limitation the Released Claims set forth in Section 12 below, Defendant will provide the following consideration:

i. **Settlement Fund.** Defendant will pay \$60,000,000 to establish a common fund for the benefit of the Class. The Settlement Fund shall be paid in the following manner: CAT shall pay \$30 million into the Escrow Fund opened at Citibank within twenty (20) calendar days of Preliminary Approval of the Settlement. The balance of the funds, \$30 million, shall be paid into said Escrow Account by CAT within 10 days of Final Approval of the Settlement.

ii. For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrators” of the Settlement Fund shall be the Claims Administrator designated by Class Counsel and approved by the Court. The Class Counsel’s designee shall timely and properly file or cause to be filed on a timely basis all tax returns necessary or advisable with respect to the Settlement Fund (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. §1.468B-2(1)).

iii. The Settlement Fund shall be invested, at the sole discretion of the Settlement Administrator, and in accordance with the escrow agreement described herein, in a United States treasury money market fund subject to the regulations of the United States Securities and Exchange Commission or United States Government Treasury Bills or Notes of no more than six (6) months’ duration, provided however that when disbursement of some or all of the Settlement Fund is approved by the Court, the necessary funds may be transferred into and paid out of a federally insured bank account. All interest earned on the Settlement Fund shall become and remain part of the Settlement Fund, but in the event the Settlement is voided or not approved, all interest earned while deposited in said Escrow Account reverts to Caterpillar.

iv. In no event shall the Defendant bear any risk or have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration or any losses associated therewith.

v. Plaintiffs and Class Counsel shall be reimbursed, indemnified, and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees, costs and expenses. Defendant shall not be liable for any costs, fees, or expenses of any of Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, and all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund. In no event shall Defendant be obligated to pay anything in addition to the Payments as described herein, including without limitation class notice costs, attorneys' fees, payments to named Plaintiffs for their efforts on behalf of the Class, settlement administration costs, escrow costs, taxes, or any other cost or expense arising from or to be paid as part of this Agreement. Except as provided in Section 3.A.vi hereto, no payment shall be made out of the Settlement Fund prior to the Effective Date, and then, only as approved by the Court.

vi. Prior to the Effective Date, (i) up to \$1,000,000 of the Settlement Fund may be used to give notice of the Settlement to Class members and for settlement administration costs, (ii) up to \$1,000,000 of the Settlement Fund may be used for escrow agent costs, and (iii) any amount of the Settlement Fund may be used to pay required taxes on income earned on the Settlement Fund. Except as otherwise provided in this paragraph, any disbursement from the Settlement Fund, including disbursements for attorneys' fees, costs and expenses, and incentive fees to named Plaintiffs, shall be made only upon approval and order of the Court, and only after the Effective Date.

vii. Service Awards to Plaintiffs. Defendant agrees to the payment of, subject to court approval, \$20,000 to each Class Representative of any Service Award approved by the Court. All service awards shall be paid from the Settlement Fund after the Effective Date.

B. Distribution of the Net Settlement Fund. This is a cash common fund settlement. There will be no reversion of the Settlement Fund to Defendant. All Class members who submit an Approved Claim, as defined above, will receive a pro rata share of the Net Settlement Fund according to the following guidelines:

i. Those Class members who submit an Approved Claim for CRS Related Repairs performed on or before the eighth day of April, 2016 shall each be eligible for but not guaranteed a payment according to the following schedule:

a. Class members who experienced no CRS Related Repairs are eligible to receive but not guaranteed \$500 for each EPA 2007 Compliant Caterpillar On Highway C13 or C15 engine as defined above in Section 1.A.xxxii as Subject Engine or Engine (“Eligible Engine”);

b. Class Members who experienced 1-5 qualified CRS Related Repairs are eligible to receive but not guaranteed \$5,000 per Eligible Engine.

c. Class Members who experienced 6 or more qualified CRS Related Repairs are eligible to receive but not guaranteed \$10,000.00 per Eligible Engine. The amount ultimately distributed under this section will be twice the amount distributed under 3.B.i.b.

ii. In lieu of seeking payment under 3.B.i.b.c. as set forth above, each eligible class member that experienced at least one (1) CRS Related Repair shall have the option,

but not the obligation, to submit proofs to the Claims Administrator documenting consequential losses up to a maximum of \$15,000 experienced by the Class member as a consequence of qualified CRS Related Repairs. Such losses shall include but not be limited to towing charges, rental charges, and hotel charges. In the event the Class member seeks payment pursuant to this optional prove up process, the class member shall not be eligible to seek payment under Section 3.B.i.b.-c. above.

iii. In the event that there are multiple claimants to a single Engine for the same time period of ownership, any dispute as to the allocation between such claimants shall be resolved by a Special Master selected by the parties and approved by the Court. The costs of such Special Master shall be considered an administrative fee payable from the Net Settlement Fund.

iv. The benefits specifically set forth above in Section 3.B.i-iii, (hereinafter referred to as "Settlement Benefits") are all subject to pro rata distribution from the net Settlement Fund, which pro rata Settlement Benefits will be determined by the Claims Administrator following the processing of all eligible claims. The precise number of eligible claims cannot be determined in advance. The Settlement Benefits actually paid will exhaust the Net Settlement Fund such that actual Settlement Benefits may be either greater or less than the stated amounts and will be a pro rata distribution of the Net Settlement Fund, depending upon the ultimate participation by the Class in the Settlement claims process. In the event that after calculating distribution of Settlement Benefits to the Class as set forth in Section 3.B.i & ii, described above, there would be sufficient funds to pay *additional* funds to each Claimant, then such funds will be distributed to each Claimant according to the same proportions set forth above. In the event that after

calculating distribution of Settlement benefits to the Class as set forth in Section 3.B.i & ii described above, there would be insufficient funds to pay the amounts set forth above, then each Class member's distribution will be reduced pro rata.

All of the above target distribution levels are subject to pro rata adjustment (either up or down) depending upon the number of valid claims filed.

4. CLASS COUNSELS' FEES AND COSTS

A. Application for Attorneys' Fees and Expenses and Service Awards for the Plaintiffs. Lead Class Counsel will seek an award to of attorneys' fees of up to a maximum of 33 $\frac{1}{3}$ % of the Settlement Fund, for reimbursement of reasonable expenses, and Service Awards in the sum of \$20,000 per Class Representative. All awarded amounts are to be paid from the Settlement Fund. Attorneys' fees and expenses awarded by the Court shall be allocated among Plaintiffs' Counsel by' Lead Class Counsel in a manner that, in' Lead Class Counsel's sole opinion, fairly compensates Plaintiffs' Counsel for their respective contributions to the progress of and results obtained in the litigation. Defendant and its agents agree not to oppose the applications for attorneys' fees or expenses, or for Service Awards as set forth herein.

B. Disbursement of Attorneys' Fees and Expenses and Service Awards. Plaintiffs' attorneys' fees and expenses awarded by the Court shall be paid from the Settlement Fund to Lead Class Counsel ten (10) calendar days after the Effective Date.

C. In the event the settlement is terminated for any reason set forth herein or in any other agreement referred to herein, Final Approval is not granted or the Court's Final Approval Order is reversed, vacated or modified on motion for reconsideration or on appeal, all funds in the Escrow Fund, including interest earned from the date of deposit,

shall be returned to Caterpillar within 10 days of the operative date terminating this Settlement.

5. PRELIMINARY APPROVAL OF SETTLEMENT AND CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

A. Promptly after execution of the Settlement Agreement by all Parties, Plaintiffs' Counsel shall take necessary steps to seek preliminary approval of the Settlement and the Parties shall work in good faith to obtain preliminary approval of this Settlement from the Court, which shall be substantially in the form of Exhibit B attached hereto. Without limitation, the Court shall be asked, with the input of Defendants, to:

i. preliminarily certify the National Settlement Class for settlement purposes in this Action only;

ii. approve the terms and conditions of this Settlement Agreement and find this Settlement sufficiently fair, reasonable, and adequate to allow Notice to be disseminated to the Settlement Class;

iii. approve the form, content, and manner of the agreed upon Individual Notice to Settlement Class, the method of Notice, the Class Claim Form, and the procedure for submitting Claims, all as a part of Preliminary Approval;

iv. set a schedule for proceedings with respect to final approval of this Settlement;

v. provide that, pending entry of a Final Approval Order and Judgment, the Parties shall cooperate in seeking orders that no Settlement Class Member (either directly, in a representative capacity, or in any other capacity) shall commence or continue any action against Defendant or other Related Released Persons asserting any of the Released Claims; and

vi. stay the Action, other than such proceedings as are related to this Settlement.

B. For settlement purposes in this Action only, the Parties agree that the Court may enter an order conditionally certifying the Settlement Class, appointing Lead Plaintiffs Ronald Bagley; Bailey Coach, Inc.; BK Trucking Co.; Leroy Bolton Trucking Co.; David Brewer; Brian Brown; Bryant's Transport, Inc.; C&F Movers, Inc.; Columbia Petroleum Transportation, LLC; DeCamp Bus Lines; Eagle Valley South, Inc.; Easton Coach Company; Eclipse Charter & Tours, LLC; First Priority Tours, Inc.; G&G Specialized Carriers; Gentry Coach d/b/a Gentry Trailways; Harmon Bros. Charter Services, Inc.; John Lamanteer; K Double D, Inc.; Kelton Tours Unlimited Limited Liability Company; Edward Charles McLean; MNS Enterprises, Inc.; NW Navigator Luxury Coaches LLC; Roadrunner Charters, Inc.; Salud Services, Inc. d/b/a Endeavor Bus Lines; S&M Mercado, Inc.; German Saravia; Scenic Boundaries Trans. Inc.; Tri-City Charter of Bossier Inc.; U.S. Transport; Vandalia Bus Lines, Inc.; Ricky A. Williams; and Windy City Limousine LLC as representatives of the Settlement Class, and appointing the following counsel as "Class Counsel" for the Settlement Class: Cohen Milstein Sellers & Toll, PLLC, Shepherd Finkelman Miller & Shah, LLP; Quantum Legal, LLC; and Carella Byrne Cecchi Olstein Brody & Agnello, P.C.

C. Conditional certification of the Settlement Class for this Action only and appointment of Plaintiffs as Class Representatives and Class Counsel by the Court shall be binding only if the terms of this Settlement Agreement are given full force and effect. In the event this Settlement Agreement or any other agreement referenced herein is terminated pursuant to its terms, or a Final Approval Order and Judgment does not occur

for any reason, the conditional certification of the Settlement Class and Class Counsel shall be automatically nullified with the Parties reserving all of their rights with respect to class certification.

D. Whether or not this Settlement Agreement is finally approved by the Court, the Parties agree that the Settlement Agreement shall not constitute evidence of the propriety of class certification for the purposes of litigation or for trial in this Action or any other case.

6. SETTLEMENT ADMINISTRATOR

The Settlement Administrator will work without limitation to: (i) provide an agreed upon Notice to potential Class members; (ii) maintain a Settlement website; (iii) process Settlement Claim Forms; (iv) confirm the issuance of payments to the Claimants; and (v) provide any necessary certifications to the Court concerning the administration and processing of Claims. The Settlement Administrator will be available to respond to inquiries from Plaintiffs' Class Counsel, counsel for Defendant, and Class members.

7. NOTICE OF SETTLEMENT AND ADMINISTRATION OF CLAIMS

A. As soon as practicable after the Preliminary Approval of the Settlement, the Settlement Administrator shall send to all previously identified potential Class members via direct mail a copy of the Notice (which shall be substantially in the form of Exhibit D attached hereto).

B. The Settlement Administrator shall also implement a publication notice program through: an advertisement posting in six selected trade publications targeting the trucking and motor-coach industries ("Publication Notice") not smaller than one-eighth of a page; a PR Newswire press release as agreed upon by the Parties; and a four-week

social media and Google advertising campaign as agreed upon by the Parties. The publication notice program will inform readers that the Action has been settled and advise that if the reader is a Class member, he or she may be entitled to share in the Settlement. The agreed upon publication notice program will direct potential Class members to the Settlement website, where a Long-Form Notice and Claim Form will exist, and will advise readers to contact the Settlement Administrator for more information. The Settlement Administrator shall institute the publication notice program within thirty (30) calendar days after the Preliminary Approval of the Settlement as provided herein. Upon entry of a Preliminary Approval Order, the Settlement Administrator shall also update and continue to maintain the Settlement website. Such website will continue to host appropriate information relating to the Settlement and administration of Claims, and contact information for the Settlement Administrator. In addition, the website will post the Amended Complaint; the Preliminary Approval Order; and this Settlement Agreement.

C. The Settlement Administrator will notify the appropriate federal and state officials of this Settlement Agreement to the extent required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

D. The notice programs will also include targeted radio and sponsored search listings as appropriate.

8. REQUESTS FOR EXCLUSION

A. Class members who have not previously opted out of the Class and wish to exclude themselves from the Class must submit a written Request for Exclusion. To be effective, such a request must include the Class member's name, mailing address, e-mail

address, the signature of the Class member (or, only in the case of a Person who is deceased or incapacitated, the signature of the legally authorized representative of that Class member), the Engine serial number which the class member seeks to exclude, the make, model and VIN number of the vehicle containing the Subject Engine, the original purchase date or lease period, date of subsequent sale (if applicable), and substantially the following statement, “I want to opt out of the Class certified in the *In re Caterpillar, Inc, C13 and C15 Engine Products Liability Litigation.*” Requests for Exclusion may be submitted via First Class U.S. Mail paid by the Class member and sent to the Settlement Administrator at the address provided in the Long-Form Notice. Class members must submit a request for exclusion to the Settlement Administrator postmarked or delivered no later than 30 days before the date first set for the Final Approval Hearing (the “Opt-Out Date”), as set forth in the Class Notice. Requests for exclusion purportedly filed on behalf of groups of persons are prohibited and will be deemed to be void. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class member being bound by all proceedings, orders, and judgments of the Court pertaining to this Settlement Agreement.

B. Any Class member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall promptly log each Request for Exclusion that is received, and shall provide copies of the log and all such Requests for Exclusion to

Plaintiffs' Counsel and counsel for Defendant within five (5) business days after the deadline fixed for Class members to request exclusion.

D. Plaintiffs' Counsel shall report the names of all Class members who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

9. OBJECTIONS

A. Class members who do not request exclusion from the Class may object to the Settlement. A Settlement Class member who submits a request for exclusion shall not be entitled to object to the Settlement. If both an exclusion and an objection are submitted, the objection shall be deemed to be invalid. Only Settlement Class Members may object to the Class Settlement. Any Settlement Class member who wishes to object to the Settlement must send a written objection via First Class U.S. Mail paid by the Class member and sent to the Settlement Administrator at the address provided in the Long-Form Notice. Class members who choose to object to the Settlement must file written notices of intent to object with the Court and serve copies of any such objection on counsel for the Parties, as set forth in more detail in Section 9.B.

Any Class member who wishes to appear at the Final Approval Hearing must file with the Clerk of the Court a Notice of Intention to Appear by the deadline specified in the Long – Form Notice. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence that the objecting Class member or counsel for the objection Class member will present to the Court at the Final Approval Hearing. Only a Class member who files a Notice of Intention to Appear, may appear in person or by counsel, and be heard to the extent permitted under applicable law and allowed by the Court, in opposition to the fairness, reasonableness and

adequacy of the settlement, and on Plaintiffs' Counsel's application for an award of attorneys' fees and costs.

B. To be effective, a notice of intent to object to the Settlement that is filed with the Court must:

i. Contain a caption that includes the name of the Action and the case number as follows: *In re Caterpillar Inc., C13 and C15 Engine Products Liability Litigation*, Master Docket No. 14-3722 (JBS)(JS);

ii. Provide the name, address, telephone number and signature of the Class member filing the intent to object;

iii. Provide the approximate date(s) of his/her purchase, or lease (having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine and the serial number for the Subject Engine(s);

iv. Be filed with the United States District Court for the District of New Jersey Clerk of the Court not later than thirty (30) days prior to the Final Approval Hearing;

v. Be served on Plaintiffs' Counsel and counsel for Defendant so as to be received no later than thirty (30) days prior to the Final Approval Hearing;

vi. Contain the name, address, bar number and telephone number of the objecting Class member's counsel, if represented by an attorney;

vii. Contain the number of class action settlements objected to by the Class member in the last three years;

viii. State whether the objecting Class member intends to appear at the Final Approval Hearing, either in person or through counsel;

ix. Provide a detailed statement of the specific legal and factual basis for each and every objection; and

x. Provide a detailed description of any and all evidence the objecting Class member may offer at the Final Approval Hearing, including copies of any and all exhibits that the objecting Class member may introduce at the Final Approval Hearing.

C. Any Class member who does not file a timely and adequate notice of intent to object in accordance with this Section 9 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement. To the extent any Class member objects to the Settlement, and such objection is overruled in whole or in part, such Class member will be forever bound by the Final Approval Order and Judgment of the Court.

D. No later than fifteen (15) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide to Plaintiffs' Counsel and counsel for Defendant a declaration confirming that the Notice program approved by the Court was effectuated, which declaration shall be filed with the Court.

10. FINAL APPROVAL

A. The Notice to the Class shall contain a date, time and location for the Final Approval Hearing to be conducted by the Court. The Final Approval Hearing shall be set by the Court after entry of the Preliminary Approval Order on a date at least 100 days after entry of the Preliminary Approval Order, so as to comply with the Class Action Fairness Act.

B. Upon final approval of this Settlement Agreement, the Final Approval Order and Judgment (which shall be substantially in the form of Exhibit C attached hereto) shall be entered by the Court, which shall, *inter alia*:

i. Grant final approval to the Settlement and Settlement Agreement as fair, reasonable, adequate, in good faith and in the best interests of the Class, and order the Parties to carry out the provisions of this Settlement Agreement;

ii. Dismiss with prejudice the operative complaint and the Action against Defendant and/or the Released Persons;

iii. Adjudge that the Releasing Parties are conclusively deemed to have released Defendant and the Released Persons of the Released Claims;

iv. Bar and permanently enjoin each Class member from prosecuting against the Released Persons any and all of the Released Claims; and

v. Reserve continuing jurisdiction by the Court to preside over any ongoing proceedings relating to the Claims or this Settlement Agreement.

11. CLAIM PROCESSING AND CASH PAYMENTS

A. Class members must complete and sign the appropriate Claim Form and submit it to the Settlement Administrator via a submission process to be established by the Settlement Administrator, submitted not later than one-hundred eighty (180) calendar days after entry of the Final Approval Order. A Claim Form shall be considered defective if the Claimant fails to timely submit the Claim Form or provide the required information on the Claim Form. The deadline for submitting a Claim Form set forth herein shall be the “Claim Form Submission Date.”

B. Class members will be entitled to file a Claim for each of the Subject Engines in vehicles they purchased or leased (having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end).

C. Cash payments made pursuant to Section 3.B above will be made to Claimants via physical check mailed to the address provided on the Claim Form.

D. Ninety (90) calendar days after the Effective Date, the Settlement Administrator will mail checks, as set forth in Section 11.C above, to the Class members who have submitted an Approved Claim.

E. Within thirty (30) calendar days of the Claim Form Submission Date, the Settlement Administrator will notify any Class member who has submitted a deficient Claim Form of the nature of the deficiency and of the ability to cure. Those Class members will be given thirty (30) calendar days to cure.

F. The Settlement Administrator will employ all due commercially reasonable speed to distribute claimed cash payments as set forth herein.

G. Other than the Service Awards set forth in Section 3.A.ii, the cash payments set forth above shall be the only payments to which any Class member will be entitled pursuant to this Settlement Agreement, and each Class member will only be entitled to such cash payment if they submit an Approved Claim.

12. RELEASE BY ALL SETTLEMENT CLASS MEMBERS AND DISMISSAL OF ACTION

A. Plaintiffs, for and on behalf of themselves, every member of the Class, and each of their respective heirs and assigns (the “Releasing Parties”), release, acquit, and forever discharge, and shall forever be enjoined from prosecution of any and all claims, counterclaims, disputes, liabilities, rights, suits, obligations, judgments, duties, demands,

defenses, liens, actions, administrative proceedings, costs, expenses, matters, issues, and causes of action of every kind and nature, including based upon fraud, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding, (including but not limited to any claims arising under federal, state, foreign or common law, including any federal or state consumer protection law), by or on behalf of Plaintiffs or any member of the Class, whether individual, direct, class, representative, legal, equitable, or any other type or in any other capacity against Defendant, including but not limited to any controlling persons, associates, affiliates, subsidiaries or dealers and each and all of their respective past or present officers, members, managers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, and assigns (the "Released Persons"), which the Releasing Parties ever had, now have, or may have had, from the beginning of time to the Effective Date, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever set forth in or otherwise related to the claims asserted or those that could have been asserted in this Action regarding the Subject Engines, including the CAT Regeneration System (collectively, the

“Released Claims”); provided, however that the Released Claims shall not include any claims to enforce the Settlement Agreement or Plaintiffs’ Counsel’s request for fees and expenses in the Action pursuant to Section 4. With respect to the Released Claims, the Releasing Parties shall expressly waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In agreeing to the foregoing waiver, the Releasing Parties expressly acknowledge and understand that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the subject matter of the matters released herein, but expressly agree that they have taken these possibilities into account in electing to participate in this release, and that the release given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk.

B. As of the Effective Date, by operation of the entry of the Final Approval Order and Judgment, each Class member who does not file a valid Request for Exclusion, automatically, upon entry of the Final Approval Order and Judgment, shall be held to have fully released, waived, relinquished and discharged the Released Persons from the Released Claims, to the fullest extent permitted by law, and shall be enjoined from continuing, instituting or prosecuting any legal proceeding against the Released Persons relating in any way whatsoever to the Released Claims.

C. The Releasing Parties stipulate and agree that upon the Court's entry of the Final Approval Order and Judgment, this Action shall be dismissed with prejudice.

D. The Releasing Parties, on behalf of themselves and their respective assigns, agree not to sue or otherwise make a claim against any of the Released Persons that is in any way related to the Released Claims.

13. AMENDMENT

This Agreement may be modified, amended or supplemented only by written agreement signed by or on behalf of all Parties and, if such modification, amendment or supplement is to be executed and become effective subsequent to the entry of the Preliminary Approval Order, only with the approval of the Court.

14. AUTOMATIC TERMINATION OF SETTLEMENT AGREEMENT AND TERMINATION RIGHTS

In the event that this Settlement Agreement does not become final for any reason:

A. Except as expressly stated herein, this Settlement Agreement shall automatically become null and void and have no further force or effect, and all proceedings that have taken place with regard to this Settlement Agreement and the Settlement shall be without prejudice to the rights and contentions of the Parties hereto;

B. This Settlement Agreement, all of its provisions (including, without limitation, any provisions concerning Class certification), and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of any of the Parties.

C. This Settlement Agreement, any provision of this Settlement Agreement and the fact of this Settlement Agreement having been made, shall not be admissible or entered

into evidence for any purpose whatsoever; nor will any information produced solely in connection with any of the Parties' mediations be admissible;

D. Any judgment or order entered in connection with this Settlement Agreement will be vacated and will be without any force or effect; and

E. This Section shall survive any termination of this Settlement Agreement.

15. SEVERABILITY

With the exception of the provisions contained in Section 12 herein, in the event any covenant, term or other provision contained in this Settlement Agreement is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

16. INCORPORATION OF EXHIBITS

All exhibits attached hereto are hereby incorporated by reference as though set forth fully herein and are a material part of this Settlement Agreement. Any notice or other exhibit attached hereto that requires approval of the Court must be approved without material alteration from its current form in order for this Settlement Agreement to become effective.

17. GOVERNING LAW AND COMPLIANCE WITH TERMS OF SETTLEMENT AGREEMENT

A. All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of New Jersey, without giving effect to its law of conflict of laws.

B. The Court shall have continuing jurisdiction to resolve any dispute that may arise with regard to the terms and conditions of this Settlement Agreement as well as enforce the injunctions set forth in this Agreement, and the Parties hereby consent to such jurisdiction.

C. Any disputes between the Parties regarding the enforcement of this Settlement Agreement shall, in the first instance, be brought before Judge Cavanaugh for his consideration.

D. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class members from prosecuting claims that are released pursuant to the Settlement Agreement.

18. NO ADMISSION OF WRONGDOING

This Settlement Agreement is made to terminate any and all controversies, real or potential, asserted or unasserted, and claims for injuries or damages or any nature whatsoever, real or potential, asserted or unasserted, between Defendant and the Plaintiffs. Neither the execution and delivery of this Settlement Agreement nor compliance with its terms shall constitute an admission of any fault or liability on the part of Defendant, or any of its agents, attorneys, representatives, or employees. The Defendant to this Settlement Agreement admits neither fault nor liability of any sort and, in fact, Defendant expressly denies fault and liability.

19. PREPARATION OF SETTLEMENT AGREEMENT, SEPARATE COUNSEL AND AUTHORITY TO ENTER SETTLEMENT AGREEMENT

A. The Parties and their counsel have each participated and cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be

made of this Settlement Agreement, the same shall not be construed against any Party as drafter of the Settlement Agreement.

B. The Parties each acknowledge that he, she or it has been represented by counsel of his, her or its own choice throughout all of the negotiations that led to the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

C. The Parties each represent and warrant that each of the Persons executing this Settlement Agreement is duly empowered and authorized to do so.

20. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

21. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, assigns, and successors-in-interest.

23. ENTIRE AGREEMENT

This Settlement Agreement and the Confidential Supplemental Agreement and any other agreements specifically referenced herein represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior contemporaneous oral and written agreements and discussions. Each of the Parties covenants that he, she or it has not

entered into this Settlement Agreement or The Confidential Supplemental Agreement and any other agreements specifically referenced herein as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and the Confidential Supplemental Agreement and any other agreements specifically referenced herein and that no promises or representations of another or further consideration have been made by any Person.

24. CONFIDENTIAL DISCOVERY MATERIALS

Within twenty one (21) days of the Effective Date, Plaintiffs' Counsel shall provide to Defendant's Counsel a Certification under oath of the destruction of all matter produced in discovery by Defendant in the Action that was designated as "Confidential" or "Subject to Protective Order" pursuant to the Confidentiality Agreement entered between the Parties. This includes a Certification under oath that Plaintiffs' experts have also destroyed such "Confidential" materials produced by Defendant in this Action.

25. NOTICE

All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement Agreement shall be in writing and shall be delivered personally or mailed postage pre-paid by First Class U.S. Mail to the following persons at their addresses set forth as follows:

Lead Class Counsel

Theodore J. Leopold
COHEN MILSTEIN SELLERS & TOLL PLLC
2925 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33410
Telephone: (561) 515-1400
Email: tleopold@cohenmilstein.com

James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Telephone: (856) 858-1770
Email: jshah@sfmslaw.com

Richard J. Burke
QUANTUM LEGAL, LLC
513 Central Avenue, Suite 300
Highland Park, IL 60035
Telephone: (847) 433-4500
Email: rich@qulegal.com

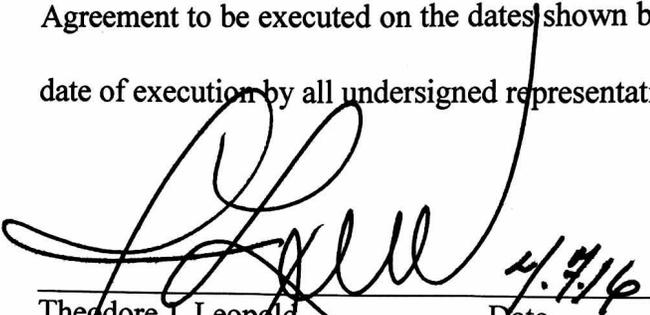
James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: JCecchi@carellabyrne.com

Counsel for Defendant

James H. Keale
SEDGWICK LLP
One Newark Center
1085 Raymond Boulevard, 16th Floor
Newark, NJ 07102
Telephone: (973) 242-0002
Email: james.keale@sedgwicklaw.com

Robert G. Abrams
BAKER HOSTETLER
Washington Square
1050 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036-5304
Telephone: (202) 861-1500
Email: rabrams@bakerlaw.com

WHEREFORE, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on the last date of execution by all undersigned representatives of the Parties.

 4.7.16

Theodore J. Leopold Date
COHEN MILSTEIN SELLERS & TOLL PLLC
2925 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33410
Telephone: (561) 515-1400
Email: tleopold@cohenmilstein.com

Richard J. Burke Date
QUANTUM LEGAL, LLC
513 Central Avenue, Suite 300
Highland Park, IL 60035
Telephone: (847) 433-4500
Email: rich@qulegal.com

James C. Shah Date
SHEPHERD, FINKELMAN, MILLER &
SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Telephone: (856) 858-1770
Email: jshah@sfmslaw.com

James E. Cecchi Date
CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: JCecchi@carellabyrne.com

Attorneys for Plaintiffs

James B. Buda Date
Executive Vice President and Chief Legal Officer
Caterpillar Inc.
100 NE Adams
Peoria, IL 61629

Exhibit A

CATERPILLAR C13 & C15 CLAIMS ADMINISTRATOR
PO BOX 4153
PORTLAND OR 97208-4153

BUSINESS
REPRESENTATIVE
ADDRESS LINE 1
ADDRESS LINE 2
CITY STATE ZIP CODE
COUNTRY

MONTH ##, ####
TRACKING NUMBER: XXXXX

CLAIM FILING DEADLINE: MONTH DD, 2016

In re Caterpillar, Inc., C13 & C15 Engine Products Liability Litigation
No. 14-3722(JBS)(JS)
U.S. District Court for the District of New Jersey

CLAIM FORM

Please read the entire Claim Form carefully before you begin to fill it out. Mail your completed Claim Form to Caterpillar C13 & C15 Claims Administrator, P.O. Box 4153, Portland OR 97208-4153, postmarked on or before **Month DD, 2016**. If you have any questions, please call the Claims Administrator at 888-593-5379 or visit www.XXXXXXXXXXXXXXXXXX.com.

Definitions

A "Subject Engine" is an EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009) at issue in the lawsuit, including the CRS components of the engines. Visit the website www.XXXXXXXXXXXXXX.com for complete descriptions and photographs of the Subject Engines, explanations on how to identify them and the types of vehicles that included them.

"Caterpillar Regeneration System" or "CRS" means the components of the Subject Engine which are more fully defined or described by the parts set forth in Attachment A of the Settlement Agreement (also available at the website).

"CRS Related Repair" means a repair or replacement of any Caterpillar Regeneration System related part or component as indicated by the 45 DT and F code combinations reflected in Attachment A of the Settlement Agreement. Repairs or replacements made due to a Caterpillar Service Letter performed pro-actively are not considered a CRS Related Repair.

SECTION A: Settlement Benefit Options

Please select only **ONE** of the following options. Note that all amounts are subject to a pro-rata increase *or* reduction based on the number of eligible claims, per the terms of the Settlement Agreement.

OPTION 1: CLAIM BASED ON ENGINE REPAIRS

If you experienced no CRS Related Repairs, you are eligible to receive, but not guaranteed, \$500 for each Subject Engine. If you experienced 1-5 qualified CRS Related Repairs, you are eligible to receive, but not guaranteed, \$5,000 per Subject Engine. If you experienced 6 or more qualified CRS Related Repairs, you are eligible to receive, but not guaranteed, \$10,000.00 per Subject Engine. Your claim will be based on the number of Subject Engines for which you provide information. If you were sent this Claim Form in the mail, Subject Engine information may have been pre-populated on the Claim Form. **IF YOU SELECT THIS OPTION, YOU ONLY NEED TO FILL OUT SECTIONS B AND D BELOW.**

OPTION 2: CLAIM BASED ON CONSEQUENTIAL LOSSES

Instead of requesting a payment based on the number of Subject Engine repairs, if you experienced at least one CRS Related Repair, you can choose to submit proof documenting any "consequential losses" you had that were related to that repair. If you choose this option, you may claim up to a maximum of \$15,000 in losses you suffered as a consequence of qualified CRS Related Repairs. These losses can include things like towing charges, rental charges, and hotel charges. **IF YOU SELECT THIS OPTION, YOU MUST FILL OUT SECTIONS B, C, AND D BELOW.**

SECTION B: Engine Information

Please fill out or confirm for each Subject Engine you are claiming. If you were sent this Claim Form in the mail, eligible Subject Engine warranty repair information may have been pre-populated below based on information known to the Claims Administrator. If you wish to claim additional Subject Engines, you will need to provide the information requested below.

Engine 1 Serial Number: XXXXXXXXX

I owned or leased this engine from _____ to _____.

During that time, this engine had _____ CRS Related Repairs **You must attach proof of the out-of-warranty CRS Related Repairs claimed. Acceptable proof includes an invoice for the repair or similar documentation.**

Engine 2 Serial Number: XXXXXXXXX

I owned or leased this engine from _____ to _____.

During that time, this engine had _____ CRS Related Repairs. **You must attach proof of the out-of-warranty CRS Related Repairs claimed. Acceptable proof includes an invoice for the repair or similar documentation.**

Engine 3 Serial Number: XXXXXXXXX

I owned or leased this engine from _____ to _____.

During that time, this engine had _____ CRS Related Repairs. **You must attach proof of the out-of-warranty CRS Related Repairs claimed. Acceptable proof includes an invoice for the repair or similar documentation.**

Engine 4 Serial Number: XXXXXXXXX

I owned or leased this engine from _____ to _____.

During that time, this engine had _____ CRS Related Repairs. **You must attach proof of the out-of-warranty CRS Related repairs claimed. Acceptable proof includes an invoice for the repair or similar documentation.**

Engine 5 Serial Number: XXXXXXXXX

I owned or leased this engine from _____ to _____.

During that time, this engine had _____ CRS Related Repairs. **You must attach proof of the out-of-warranty CRS Related repairs claimed. Acceptable proof includes an invoice for the repair or similar documentation.**

*If you are providing information for more than 5 Subject Engines, you can copy this page as many times as needed and submit information for all Eligible Engines you owned/leased.

SECTION C: Proof of Consequential Losses

If you have chosen OPTION 2: CLAIM BASED ON CONSEQUENTIAL LOSSES, you must provide proof of the losses you are claiming associated with the Subject Engine or Engines you have listed above. Again, Consequential Losses may include things like towing charges, rental charges, and hotel charges (any losses you claim to have suffered as a consequence of qualified CRS Related Repairs). Remember, by choosing this option, you are not able to recover based on any claim you may have under OPTION 1: CLAIM BASED ON ENGINE REPAIRS.

List each claimed Consequential Loss below each Subject Engine serial number with which it is associated. Then attached copies of proof for each (receipts or other documentation showing the date and amount of the claimed loss). YOU MUST LABEL EACH PIECE OF SUPPORTING DOCUMENTATION WITH THE ASSOCIATED ENGINE SERIAL NUMBER.

Consequential Losses

[] Engine Serial Number Associated with Claimed Consequential Loss: _____

Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____

[] Engine Serial Number Associated with Claimed Consequential Loss: _____

Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____
Description of claimed Consequential Loss	Amount Claimed
_____	\$ _____

***If you are claiming Consequential Losses associated with more than two Subject Engines, you may copy this page and submit as much information as is necessary to prove your claim.**

SECTION D: Certification and Signature

By signing below, I certify under penalty of perjury that I have read this Claim Form, I believe I am eligible for class membership, and all of the information on this Claim Form (or provided with this Claim Form) is true and correct to the best of my knowledge. I understand that, if the Claim Form is not signed, my claim will not be valid, and I will not be eligible to receive a settlement cash payment.

Signature: _____ Date: _____

PLEASE UPDATE MY CONTACT INFORMATION AS FOLLOWS:

Business Name: _____

Representative: _____

Address: _____

City: _____ State: _____ ZIP: _____

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re: CATERPILLAR, INC., C13 and C15
ENGINE PRODUCTS LIABILITY
LITIGATION

Master Docket No. 14-3722 (JBS)(JS)
MDL No. 2540

**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs in this action entitled *In re Caterpillar Inc., C13 an C15 Engine Products Liability Litigation*, No., Master Docket No. 14-3722 (JBS)(JS) (the “Litigation”) and Defendant Caterpillar Inc., have entered into a Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), filed April _____, 2016, after substantial motion practice, discovery and lengthy arms-length settlement discussions;

AND, WHEREAS, the Court has received and considered the Agreement, including the accompanying exhibits, and the record in this Litigation;

AND, WHEREAS, the Plaintiffs have made an unopposed application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, and for its dismissal with prejudice upon the terms and conditions set forth in the Settlement Agreement;

AND, WHEREAS, the Court has reviewed the Plaintiffs’ application and the supporting memorandum for such order, and has found good cause for same.

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Class Is Preliminarily Certified

1. If not otherwise defined herein, all capitalized terms have the same meanings as set forth in the Agreement.

2. Pursuant to Federal Rule of Civil Procedure 23(e), the Court certifies for the sole purpose of consummating the settlement of the Litigation in accordance with the Agreement the following Class: all persons in the United States who are original purchasers or original lessees, subsequent purchasers or subsequent lessees, (including but not limited to those having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine.¹ Excluded from the Class are Defendant, all present or former affiliates and/or directors of Defendant, the Judge of this Court, the Judge's family and staff, and all persons who have already made a timely and valid exclusion to be excluded from the Class in accordance with the provisions of the Notice of Pendency, all persons who have already released claims against Defendant for the relief provided herein, and all persons who will make a timely and valid election to be excluded from the Class in accordance with the provisions of the Notice. Settlement Class does not include persons or entities that have previously executed settlement releases concerning the Subject Engines. Such persons or entities that have previously executed settlement releases are specifically excluded from the Class.

3. This certification of the Class is made for the sole purpose of consummating the settlement of the Litigation in accordance with the Settlement Agreement. If the Court's grant of final approval does not become final for any reason whatsoever, or if it is modified in any material respect, this class certification shall be deemed void *ab initio*, shall be of no force or

¹“Subject Engine(s) or “Engine(s)” shall mean all EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009) at issue in this Action, including the CRS components incorporated therewith.

effect whatsoever, and shall not be referred to or used for any purpose whatsoever, including in any later attempt by or on behalf of Class Representatives or anyone else to seek class certification in this or any other matter.

4. The Class meets all requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for certification of the class claims alleged in the operative complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Class Representatives and Class Counsel; (e) predominance of common questions of fact and law Class; and (f) superiority.

5. Class Counsel and the Class Representatives are found to be adequate representatives of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Court appoints the following as representatives of the Class: Ronald Bagley, Bailey Coach Inc., Brian Brown, BK Trucking Co., Leroy Bolton Trucking Co., David Brewer, Bryant's Transport, Inc., C&F Movers, Inc., Columbia Petroleum Transportation, LLC, DeCamp Bus Lines, Eagle Valley South, Inc., Easton Coach Company, Eclipse Charters & Tours, LLC, First Priority Tours, Inc., d/b/a First Priority Trailways, G&G Specialized Carriers, LLC, Gentry Coach Company, d/b/a Gentry Trailways, Harmon Brothers Charter Services, Inc., John Lamanteer, K Double D, Inc., Kelton Tours Unlimited LLC, Edward Charles McLean, MNS Enterprises, Inc., NW Navigator Luxury Coaches LLC, Roadrunner Charters, Inc., Salud Services, Inc. d/b/a Endeavor Bus Lines, S&M Mercado, Inc., German Saravia, Scenic Boundaries Trans., Inc., Tri-City Charter of Bossier, Inc., U.S. Transport, Vandalia Bus Lines, Inc., Ricky A. Williams, and Windy City Limos).

6. The Court also designates Shepherd, Finkelman, Miller & Shah, LLP, Cohen Milstein Sellers & Toll PLLC; Quantum Legal, LLC; Carella Byrne Cecchi Olstein Brody &

Agnello, P.C., whom the Court finds is experienced and adequate counsel having considered the factors set forth in Rule 23(g)(1), as Lead Class Counsel.

**The Settlement Agreement Is Preliminarily Approved and
Final Approval Schedule Set**

7. The Court hereby preliminarily approves the Agreement and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing.

8. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement, and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Agreement.

9. Pursuant to of the Federal Rule of Civil Procedure 23(e) the Court will hold a final approval hearing on _____, 2016, at _____ a.m./p.m., in the Courtroom of the Honorable Jerome R. Simandle, Courtroom 4A United States District Court for the District of New Jersey, 4th and Cooper Streets, Camden, NJ 08101 for the following purposes:

- a. determining whether the proposed settlement of the Litigation on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be approved by the Court;
- b. considering the application of Class Counsel for an award of attorneys' fees and expenses as provided for under the Settlement Agreement;
- c. considering the application for service awards to the Plaintiffs as provided for under the Agreement;
- d. considering whether the Court should enter the Final Order Approving Settlement;

e. considering whether the release by the Class Members of the Released Claims as set forth in the Agreement and the Final Order should be provided; and

f. ruling upon such other matters as the Court may deem just and appropriate.

10. The Court may adjourn the Final Approval Hearing and later reconvene such hearing.

11. Any Class Member may enter an appearance in the Litigation, at his or her own expense, individually or through counsel. All Class Members who do not enter an appearance will be represented by Class Counsel.

12. The Parties may further modify the Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the settlement provided therein.

13. The Court retains jurisdiction to consider all further applications arising out of connected with the proposed settlement. The Court may approve the Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Class Members.

14. Pursuant to Section 3.A.i. of the Agreement, the Court orders Defendant to fund the first payment into the Escrow Fund within twenty (20) calendar days of the entry of this Order.

15. Opening papers in support of final approval of the Settlement Agreement and any application for attorneys' fees and expenses and/or Plaintiffs' service awards must be filed with the Court and served at least 21 days prior to the Final Approval Hearing. Reply papers, if any, must be filed and served at least 7 days prior to the Final Approval Hearing.

The Court Approves the Form and Method of Class Notice and Notice Plan

16. The Court approves, as to form and content, the proposed Long Form Notice and publication Notice (collectively the “Class Notice”), which are Exhibits D and E, respectively, to the Agreement on file with this Court.

17. The Court finds that the distribution of Class Notice substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

18. Pursuant to the Settlement Agreement, the Settlement Administrator, on behalf of the Defendant, will notify the appropriate federal and state officials of this Settlement Agreement as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715.

19. The Court approves the designation of Epiq Systems Class Action and Claims Solutions to serve as the Court-appointed Settlement Administrator for the settlement. The Settlement Administrator shall disseminate Class Notice and supervise and carry out the notice procedure, the processing of claims, and other administrative functions, and shall respond to Class Member inquiries, as set forth in the Agreement and this Order under the direction and supervision of the Court.

20. The Court directs the Settlement Administrator to establish a Settlement Website, making available copies of this Order, the Class Notice, Claim Forms that may be downloaded and submitted online or by mail, the Agreement and all exhibits thereto, and such other information as may be of assistance to Class Members or required under the Settlement Agreement.

21. The Settlement Administrator is ordered to institute the dissemination of the Class Notice as set forth in the Agreement, no later than 30 days after the Court enters this Preliminary Approval Order, including by direct mail, publication, internet publication and radio spots.

22. The costs of the Class Notice, processing of claims, creating and maintaining the Settlement Website, and all other Claims Administrator and Class Notice expenses shall be paid out of the Settlement Fund in accordance with the applicable provisions of the Agreement.

Procedure for Class Members to Participate In the Settlement

23. Class Members who wish to claim a settlement award must submit their Claim Form and supporting documentation no later than 180 days after the date first set by the Court for the Final Approval Hearing. Such deadline may be further extended without notice to the Class by Court order, by agreement between the Parties, or as set forth in the Settlement Agreement.

Procedure for Requesting Exclusion from the Class

24. Any Person falling within the definition of the Class may, upon his or her request, be excluded from the Class. Any such Person must submit a request for exclusion to the Settlement Administrator postmarked or delivered no later than 30 days before the date first set for the Final Approval Hearing (the “Opt-Out Date”), as set forth in the Class Notice.

25. Any Class Member who does not send a signed request for exclusion postmarked or delivered on or before the Opt-Out Date will be deemed to be a Class Member for all purposes and will be bound by all further orders of the Court in this Litigation and by the terms of the settlement, if finally approved by the Court. The written request for exclusion must request exclusion from the Class, must be signed by the potential Class Member and include their email and mailing address, the Engine serial number, VIN of vehicle containing the Engine, and the

date of purchase and sale (if applicable), as well as a statement indicating that the Person desires to be excluded from the Class. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Agreement shall have no rights under the Agreement and shall not be bound by the Agreement or the Final Judgment and Order.

26. A list reflecting all requests for exclusions shall be filed with the Court by Plaintiffs at or before the Final Approval Hearing.

Procedure for Objecting to the Settlement

27. Any Class Member who desires to object to the proposed settlement, including the requested attorneys' fees and expenses or service awards to the Plaintiffs must timely file with the Clerk of this Court a notice of the objection(s), together with all papers that the Class Member desires to submit to the Court no later than 30 days before the date first set for the Final Approval Hearing (the "Objection Date"). The objection must also be served on Class Counsel and Defendant's counsel no later than the Objection Date. The Court will consider such objection(s) and papers only if such papers are received on or before the Objection Date provided in the Class Notice, by the Clerk of the Court and by Class Counsel and Defendant's counsel. In addition to the filing with this Court, such papers must be sent to each of the following persons:

James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107

Theodore J. Leopold
COHEN MILSTEIN SELLERS & TOLL PLLC
2925 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33410
Telephone: (561) 515-1400
Email: tleopold@cohenmilstein.com

Richard J. Burke
QUANTUM LEGAL, LLC
513 Central Avenue, Suite 300
Highland Park, IL 60035
Telephone: (847) 433-4500
Email: rich@qulegal.com

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: JCecchi@carellabyrne.com

Counsel for Defendants

James H. Keale
SEDGWICK LLP
One Newark Center
1085 Raymond Boulevard, 16th Floor
Newark, NJ 07102
Telephone: (973) 242-0002
Email: james.keale@sedgwicklaw.com

Robert G. Abrams
BAKER HOSTETLER
Washington Square
1050 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036-5304
Telephone: (202) 861-1500
Email: rabrams@bakerlaw.com

The written objection must include: (a) a heading which refers to the Litigation; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) the approximate date(s) of his/her purchase, or lease (having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine and the serial number for the Subject Engine(s); (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers,

briefs, or other documents or evidence upon which the objection is based; (g) a statement of the number of class action settlements objected to by the Class member in the last three years and (h) the objector's signature.

28. Any Class Member who files and serves a written objection, as described in the preceding Section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees. Class Members or their attorneys who intend to make an appearance at the Final Hearing must serve a notice of intention to appear on the Class Counsel identified in the Class Notice and to Defendant's counsel.

29. Any Class Member who fails to comply with the provisions of the preceding paragraph shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, in the Litigation.

30. Pending final determination of whether the settlement should be approved, neither the Class Representatives nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims.

31. All proceedings in this Litigation with respect to Defendant are hereby stayed and suspended, pending the Final Approval of the Class Settlement, except such proceedings as are provided for in the Agreement, or which may be necessary to implement the terms of the Agreement, the Class, or this Order.

32. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JEROME R. SIMANDLE
UNITED STATES DISTRICT COURT JUDGE

Exhibit C

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Exhibit D

Publication Notice

If you ever owned or leased a truck, bus or other vehicle with certain Caterpillar engines, you may be entitled to a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit about whether Caterpillar Inc. (“CAT” or “Defendant”) brand engines with exhaust emission control systems, known as the CAT Regeneration System (“CRS”), failed to work reliably, causing its EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009), including the CRS components incorporated therewith (“Subject Engines”), to lose horsepower and shut down, requiring CAT authorized dealer technicians to repair the Subject Engines which they supposedly could not effectively do. The Defendant denies the allegations in the lawsuit, and the Court has not decided who is right.

Who’s Included? The Settlement includes all persons in the United States who are original purchasers or original lessees, subsequent purchasers or subsequent lessees, (including but not limited to those having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine.

What Are the Settlement Terms? The Settlement establishes a \$60 million Settlement Fund for the benefit of the Class. All Class members who submit a valid claim will be eligible to receive a pro rata share of the Net Settlement Fund according to the following guidelines:

- A. Class members who experienced no CRS Related Repairs are eligible to receive (but not guaranteed) \$500 for each Subject Engine.
- B. Class members who experienced one to five qualified CRS Related Repairs are eligible to receive (but not guaranteed) \$5,000 per Subject Engine.
- C. Class members who experienced six or more qualified CRS Related Repairs are eligible to receive (but not guaranteed) \$10,000.00 per Subject Engine.

Instead of seeking a payment as set forth in B or C above, each eligible Class member that experienced at least one CRS Related Repair has the option to seek to claim losses up to a maximum of \$15,000, experienced as a consequence of qualified CRS Related Repairs. These losses can include but not be limited to towing charges, rental charges, and hotel charges. In the event the Class member seeks payment pursuant to this optional prove up process, the Class member shall not be eligible to seek payment under , B. or C. above.

Payments to eligible claimants may be adjusted pro rata (up or down) depending on the number of eligible claims filed and the total amount of the Settlement Fund available to pay claims. Payments to Class members will exhaust the Net Settlement Fund. No money will be returned to CAT.

How do I file a Claim? In order to receive a cash payment you must complete and submit a valid Claim Form. Claim Forms are available at www.XXXXXXXXXXXXXXXXXX.com or by calling 1-8XX-XXX-XXXX. The deadline to file your Claim is **Month Day, 2016**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2016**. If you do not timely exclude yourself, you will release any claims you may have against CAT relating to the lawsuit. You may object to the Settlement by **Month DD, 2016**. A Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on **Month DD, 2016** to consider whether to approve the Settlement and a request for attorneys’ fees of up to 33⅓% of the Settlement Fund plus reimbursement of reasonable expenses and service awards of \$20,000 each to the Class

Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call the toll free number or visit the website.

www.XXXXXXXXXXXXXXXXXX.com

1-8XX-XXX-XXXX

Exhibit E

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

If you ever owned or leased a truck, bus or other vehicle with certain Caterpillar engines, you may be entitled to a payment from a class action settlement.

A federal court directed this notice. This is not a solicitation from a lawyer.

- A \$60 million Settlement has been reached in a class action lawsuit about whether Caterpillar Inc. (“CAT” or “Defendant”) brand engines with exhaust emission control systems, known as the CAT Regeneration System (“CRS”), failed to work reliably, causing its C13 and C15 on-highway diesel engines to lose horsepower and shut down, requiring CAT-authorized dealer technicians to repair the Engines, which they allegedly could not effectively do. The Defendants deny the allegations in the lawsuit, and the Court has not decided who is right.
- The Settlement offers payments to current and former owners and lessees of vehicles with EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009) (“Subject Engines”). If you are a Class member, you must file a claim in order to receive a payment.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	Submit a Claim Form seeking cash payment.
EXCLUDE YOURSELF	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against CAT for the claims at issue in the Settlement.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no benefits. Give up any rights you might have to sue CAT about the claims resolved by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit a qualifying claim form. Please be patient.

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXX.com**

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

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- 3. Why is this a class action?
- 4. Why is there a Settlement?

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**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*, United States District Court District of New Jersey, MDL No. 2540, Master Docket No. 14-3722(JBS)(JS) and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Jerome B. Simandle of the United States District Court District of New Jersey is overseeing this case. The people who sued are called the “Plaintiffs.” Caterpillar Inc. (CAT) is the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that CAT’s exhaust emission control system, known as the CAT Regeneration System (“CRS”), failed to work reliably, causing its EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009), including the CRS components incorporated therewith (“Subject Engines”) to derate (lose horsepower) and shut down, requiring CAT-authorized, dealer technicians, to repair the Subject Engines, which they allegedly could not effectively do. The complaint in the lawsuit alleges that the CRS failed to operate under all conditions and all applications on a consistent and reliable basis even after repeated CRS warranty repairs and replacements. Allegedly, these repeated warranty repairs and replacements failed to correct the CRS issues, resulting in damages to the owners and lessees of vehicles with the Subject Engines. The alleged damages included diminished value of the vehicles powered by the Subject Engines, out-of-pocket costs such as repair invoices, towing costs, vehicle rental costs and related hotel/taxi charges. Among other claims, the complaint alleges causes of action for breach of express warranty.

CAT has filed answers denying the claims of Plaintiffs, and strongly denies all of Plaintiffs’ claims, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Class/Settlement Class, denies that it acted improperly or wrongfully in any way, and believes that this litigation is without merit.

The Plaintiffs’ Second Amended Complaint, the Settlement Agreement, and other case-related documents are posted on the website, www.XXXXXXXXXXXXXXXXXXXXXX.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

The Class Representatives here are Ronald Bagley; Bailey Coach, Inc.; BK Trucking Co.; Leroy Bolton Trucking Co.; David Brewer; Brian Brown; Bryant’s Transport, Inc.; C&F Movers, Inc.; Columbia Petroleum Transportation, LLC; DeCamp Bus Lines; Eagle Valley South, Inc.; Easton Coach Company; Eclipse Charter & Tours, LLC; First Priority Tours, Inc.; G&G Specialized Carriers; Gentry Coach d/b/a Gentry Trailways; Harmon Bros. Charter Services, Inc.; John Lamanteer; K Double D, Inc.; Kelton Tours Unlimited Limited Liability Company; Edward Charles

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXXXXXX.com**

McLean; MNS Enterprises, Inc.; NW Navigator Luxury Coaches LLC; Roadrunner Charters, Inc.; Salud Services, Inc. d/b/a Endeavor Bus Lines; S&M Mercado, Inc.; German Saravia; Scenic Boundaries Trans. Inc.; Tri-City Charter of Bossier Inc.; U.S. Transport; Vandalia Bus Lines, Inc.; Ricky A. Williams; and Windy City Limousine LLC.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that CAT did anything wrong. CAT denies all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

5. Who is included in the Settlement?

The Settlement includes all persons or entities in the United States who are original purchasers or original lessees, subsequent purchasers or subsequent lessees, (including but not limited to those having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine. The Parties agree to certification of the national Settlement Class for purposes of the Settlement Agreement only.

Excluded from the Class are Defendant, all present or former affiliates and/or directors of Defendant, the Judge of this Court, the Judge's family and staff, and all persons who have already made a timely and valid exclusion to be excluded from the Class in accordance with the provisions of the Notice of Pendency, all persons who have already released claims against Defendant for the relief provided herein, and all persons who will make a timely and valid election to be excluded from the Class in accordance with the provisions of the Notice. Settlement Class does not include persons or entities that have previously executed settlement releases concerning the Subject Engines. Such persons or entities that have previously executed settlement releases are specifically excluded from the Class.

6. What is a "Subject Engine," a "CRS" and a "CRS Related Repair?"

A "Subject Engine" is defined as all EPA 2007 Compliant Caterpillar On Highway C13 and C15 engines (manufactured in 2006, 2007, 2008 and 2009) at issue in the lawsuit, including the CRS components of the engines. Visit the website www.XXXXXXXXXXXXXX.com for complete descriptions and photographs of the Subject Engines, explanations on how to identify them and the types of vehicles that included them.

"CRS" stands for "Caterpillar Regeneration System" and describes the components of the Subject Engines. The parts that make up the CRS are described at www.XXXXXXXXXXXXXXXXXX.com and also are listed in Attachment A to the Settlement Agreement.

A "CRS Related Repair" means a repair or replacement of any Caterpillar Regeneration System related part or component (an ARD Head for example) as indicated by the 45 DT and F code combinations reflected in Attachment A. Repairs or replacement made due to a Caterpillar Service Letter performed pro-actively shall not be considered as a CRS Related Repair. The CRS Related

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT

www.XXXXXXXXXXXXXXXXXX.com

Repair can have occurred at any time during your ownership of a vehicle with the Subject Engine. If you have any questions about how to determine the number of CRS Related Repairs, see Question 7 below.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.XXXXXXXXXXXXXXXXXX.com or call the toll-free number, 1-8XX-XXX-XXXX. You also may send questions to the Settlement Administrator at CAT Engine Settlement Administrator, PO Box XXXX, Portland, OR 972XX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement establishes a \$60 million Settlement Fund for the benefit of the Class. All Class members who submit an Approved Claim (one deemed by the Settlement Administrator to be on time, accurate and complete) will be eligible to receive a pro rata share of the Net Settlement Fund according to the following guidelines:

- A. Class members who experienced no CRS Related Repairs are eligible to receive (but not guaranteed) \$500 for each Subject Engine.
- B. Class members who experienced one to five qualified CRS Related Repairs are eligible to receive (but not guaranteed) \$5,000 per Subject Engine.
- C. Class members who experienced six or more qualified CRS Related Repairs are eligible to receive (but not guaranteed) \$10,000.00 per Subject Engine (the amount ultimately distributed under this option will be twice the amount distributed under option B).

Instead of seeking a payment as set forth in B or C above, each eligible Class member that experienced at least one CRS Related Repair has the option to seek to claim losses (proofs could include receipts, invoices, bills, etc.) up to a maximum of \$15,000, experienced as a consequence of qualified CRS Related Repairs. These losses can include but not be limited to towing charges, rental charges, and hotel charges. In the event the Class member seeks payment pursuant to this optional prove up process, the Class member shall not be eligible to seek payment under B. or C. above.

Payments to eligible claimants may be adjusted pro rata (up or down) depending on the number of eligible claims filed and the total amount of the Settlement Fund available to pay claims. Payments to Class members will exhaust the Net Settlement Fund. No money will be returned to CAT.

9. How do I file a claim?

In order to receive a cash payment you must complete and submit a valid Claim Form. If you received this Notice in the mail, a Claim Form was included. You may also download a Claim Form from the website.

Claim Forms must be postmarked on or before **Month Day, 2016** to:

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

CAT Engine Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

Please read the Claim Form carefully, follow all of the instructions and provide all the information required. **You may file a Claim for each Subject Engine in vehicles you owned or leased.** If you have questions about how to file your claim that cannot be answered by this notice or by reviewing the information at the Settlement Website, you may call the Settlement Administrator at 1-8XX-XXX-XXXX.

10. When will I receive my payment?

Payments to Class members who file eligible claims will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved (*see* “The Court’s Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep any right you might have to sue CAT about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

CAT Engine Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

Your request for exclusion must include the following:

- Your name, mailing address, e-mail address and your signature (or, only in the case of a Class member who is deceased or incapacitated, the signature of the legally authorized representative of that Class member);
- The Engine serial number of your Subject Engine;
- The make, model and VIN number of the vehicle containing the Subject Engine;
- The original purchase date or lease period, or date of subsequent sale (if applicable); and
- Substantially the following statement, “I want to opt out of the Class certified in the *In re Caterpillar, Inc., C13 and C15 Engine Products Liability Litigation.*”

Your exclusion request must be postmarked no later than **Month Day, 2016**. You cannot ask to be excluded on the phone, by email, or at the website.

12. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue CAT for legal claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT

www.XXXXXXXXXXXXXXXXXX.com

13. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against CAT about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing CAT from all of the claims described and identified in Section 12 of the Settlement Agreement.

The Settlement Agreement is available at www.XXXXXXXXXXXXXXXXXX.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed below in Question 17 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Lead Class Counsel” to represent all members of the Settlement Class: Cohen Milstein Sellers & Toll PLLC; Shepherd Finkelman Miller & Shah, LLP; Quantum Legal, LLC and Carella Byrne Cecchi Olstein Brody & Agnello, P.C. Other firms include Seeger Weiss, LLP, Kohn, Swift & Graf, and Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to thirty-three and 1/3 percent (33 $\frac{1}{3}$ %) of the value of the Settlement Fund for attorneys’ fees plus reimbursement of reasonable expenses. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that Service Awards of \$20,000 be paid from the Settlement Fund to each of the Class Representatives for their service as representatives on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

If you are a Settlement Class member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must submit a letter or other written document that includes the following:

- A caption that includes the name of the Action and the case number as follows: *In re Caterpillar Inc., C13 and C15 Engine Products Liability Litigation*, Master Docket No. 14-3722 (JBS)(JS);
- Your name, address, telephone number and signature;
- The approximate date(s) of your, purchase, or lease (having purchased via a TRAC option or some rights to residual purchase of vehicles at lease end) of a vehicle powered by a Subject Engine and the serial number for the Subject Engine(s);
- The name, address, bar number and telephone number of your attorney, if represented by an attorney;
- The number of class action settlements you have objected to in the last three years;
- A Statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- A detailed statement of the specific legal and factual basis for each and every objection; and
- A detailed description of any and all evidence you may offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing.

You must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) by **Month Day, 2016**. You must also serve your objection on Class Counsel and counsel for Defendant and mail a copy to the Settlement Administrator so that it received no later than **Month Day, 2016**. The addresses are listed below.

CLERK OF THE COURT	ADMINISTRATOR	DEFENDANTS’ COUNSEL
Clerk of the Court Mitchell H. Cohen Building & U.S. Courthouse 4 th & Cooper Streets Room 1050 Camden, NJ 08101	CAT Engine Settlement Administrator P.O. Box XXXX Portland, OR 97XXX-XXXX	James H. Keale Sedgwick LLP One Newark Center 1085 Raymond Blvd, 16 th Floor Newark, NJ 07102

CLASS COUNSEL	
James C. Shah Shepherd, Finkelman, Miller & Shah, LLP 475 White Horse Pike Collingswood, NJ 08107	James E. Cecchi, Esq. Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C. 5 Becker Farm Road Roseland, NJ 07068
Richard J. Burke Quantum Legal LLC 513 Central Avenue, Suite 300 Highland Park, Illinois 60035	Theodore J. Leopold Cohen Milstein Sellers & Toll PLLC 2925 PGA Boulevard, Suite 200 Palm Beach Gardens, FL 33410

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Fairness Hearing").

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing on **Month Day, 2016 at __: __ .m.**, at the United States District Court District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Room 1050, Camden, NJ 08101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.XXXXXXXXXXXXXXXXXXXXXX.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, 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 talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. Any Class member who wishes to appear at the Final Approval Hearing must file with the Clerk of the Court a "Notice of Intention to Appear," which must be received by **Month Day, 2016**. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence that the objecting Class member or counsel for the objecting Class member will present to the Court at the Final Approval Hearing. Only a Class member who files a Notice of Intention to Appear, may appear in person or by counsel, and be heard to the extent permitted under applicable law and allowed by the Court, in opposition to the fairness, reasonableness and adequacy of the Settlement, and on Plaintiffs' Counsel's application for an award of attorneys' fees and costs. The address for the Clerk of the Court is listed in Question 17 above.

You cannot ask to speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class member and do nothing, you will not get benefits from the Settlement. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against CAT about the statements and claims at issue in this case.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT

www.XXXXXXXXXXXXXXXXXXXXXX.com

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.XXXXXXXXXXXXXXXXXX.com. You may also write with questions to the Settlement Administrator at CAT Engine Settlement Administrator, PO Box XXXX, Portland, OR 97XXX-XXXX, or call the toll-free number, 1-8XX-XXX-XXXX.

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XXXXXXXXXXXXXXXXXX.com**

Attachment A

45 DTF Codes used for CRS/DPF Coverage

DT	F	Group/Part Name	DT	F	Group/Part Name
131	496	Fuel Priming Grp. - Kit	157	105	Exhaust Gas Recirculation Grp. - Body
131	558	Fuel Priming Grp. - Module	157	429	Exhaust Gas Recirculation Grp. - Head
131	885	Fuel Priming Grp. - Valve	157	737	Exh. Gas Recirculation Grp. - Temp Sensor
135	736	Fuel Injection Grp. - Pressure Sensor	157	876	Exhaust Gas Recirculation Grp. - Tube
139	885	Fuel Lines Grp. - Valve	157	885	Exhaust Gas Recirculation Grp. - Valve
141	111	Electronics Controls Grp. - Bolt	159	000	Aftertreatment System - No #
141	735	Electronics Controls Grp. - Sender	159	318	Aftertreatment System - Duct
141	737	Electronics Controls Grp. - Temp. Sensor	159	357	Aftertreatment System - Filter
152	885	Inlet Manifold Grp. - Valve	159	381	Aftertreatment System - Gasket
153	000	Exhaust Manifold/Muffler/DPF Grp. - No #	159	429	Aftertreatment System - Head
153	132	Exh. Manifold/Muffler/DPF Grp. - Box	159	496	Aftertreatment System - Kit
153	138	Exh. Manifold/Muffler/DPF Grp. - Bracket	159	558	Aftertreatment System - Module
153	210	Exh. Manifold/Muffler/DPF Grp. - Clamp	159	588	Aftertreatment System - Panel
153	318	Exh. Manifold/Muffler/DPF Grp. - Duct	159	737	Aftertreatment System - Temp Sensor
153	324	Exh. Manifold/Muffler/DPF Grp. - Elbow	159	876	Aftertreatment System - Tube
153	357	Exh. Manifold/Muffler/DPF Grp. - Filter	159	885	Aftertreatment System - Valve
153	429	Exh. Manifold/Muffler/DPF Grp. - Head	216	222	Ignition Grp. - Coil
153	496	Exh. Manifold/Muffler/DPF Grp. - Kit	234	885	Air Motor Grp. - Valve
153	558	Exh. Manifold/Muffler/DPF Grp. - Panel	245	737	Instrument Grp. - Temp Sensor
153	735	Exh. Manifold/Muffler/DPF Grp. - Sender	525	009	Air Control Grp. - Acuator
153	737	Exh. Man./Muffler/DPF Grp. - Temp Sensor	525	195	Air Control Grp. - Cartridge
153	876	Exh. Manifold/Muffler/DPF Grp. - Tube	585	222	Pilot Control Valve Grp. - Coil
153	885	Exh. Manifold/Muffler/DPF Grp. - Valve			