

Hino Emissions Class Action Settlement

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Purchasers and Lessees of certain Hino trucks may qualify for a payment in a \$237.5 million class action settlement.

Estimated payments range from \$1,500 - \$15,000 per Settlement Class Truck.

Hino Motors Ltd., Hino Motors Manufacturing U.S.A., Inc., and Hino Motors Sales U.S.A., Inc. (together, “Defendants” or “Hino”) have agreed to a proposed class action settlement to resolve claims in a class action lawsuit called *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483-Gayles/Torres (S.D. Fla.) (the “Settlement”).¹ The lawsuit alleges that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Defendants deny the claims but have decided to settle. The Court has not decided who is right.

The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

- A \$237,500,000 Settlement fund to pay Settlement Class Members who submit a valid claim. **The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs.** Please review **Question 4** for details on how cash payments will be allocated if more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck;
- A robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and
- A New Parts Warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Settlement Class Trucks in the next three years.

Settlement Class Members include all persons or entities that purchased or leased a Settlement Class Truck, through October 30, 2023. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class includes most or all of the following Hino trucks:

- Hino 155 (Model Years 2013-2020)
- Hino 195 (Model Years 2013-2020)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)
- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)
- Hino XL7 (Model Year 2020)
- Hino XL8 (Model Year 2020)
- Hino L6 (Model Year 2021)
- Hino L7 (Model Year 2021)

For their work in securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will request up to 33.33% of the Settlement Cash Value (*i.e.* up to \$79,158,750) in attorneys’ fees, plus reasonable costs. If approved by the Court, the attorneys’ fees and costs will be paid out of the Settlement fund.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Class Action Agreement and other important case documents, are available at www.HinoUSASettlement.com. Please visit the website regularly for further updates about the Settlement.

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BASIC INFORMATION

1. WHAT IS THIS NOTICE?

The Court overseeing this case authorized this Notice to inform you about a class action settlement in a lawsuit named *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483, which is pending before the Honorable Darrin P. Gayles in the United States District Court for the Southern District of Florida.

Plaintiffs Express Freight International, EFI Export & Trading Corp., Marders, and Redlands Office Cleaning Solutions, LLC (together, “Plaintiffs” or “Settlement Class Representatives”) allege that Defendants took part in schemes to manipulate emissions test results for certain Hino-branded trucks in the United States, which Plaintiffs allege harmed purchasers and lessees of the Settlement Class Trucks.

Defendants deny Plaintiffs’ allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the Settlement Website, www.HinoUSASettlement.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE BY FILING A CLAIM	<p>To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 5 for details on how to submit a valid claim.</p> <p>You can submit your claim now. Under the current schedule, claims must be submitted electronically or postmarked by June 15, 2024. This schedule may change, so please visit the Settlement Website (www.HinoUSASettlement.com) regularly for updates.</p>

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REQUEST EXCLUSION	If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by February 22, 2024 . If you do so, you will receive no compensation under this Settlement, but you will preserve your rights to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 14-17 for further detail.
OBJECT	If you wish to object to the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your objection by February 22, 2024 . If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 20 and 21 for further details. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 22-24 for further details.
DO NOTHING	If you do nothing, you will receive no payment in this Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

WHO IS IN THE SETTLEMENT CLASS?

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons or entities that purchased or leased a Settlement Class Truck, through October 30, 2023. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

To check whether you have a Settlement Class Truck, please enter your Vehicle Identification Number (“VIN”) in the VIN lookup tool found at www.HinoUSASettlement.com.

Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class includes most or all of the following Hino trucks:

- Hino 155 (Model Years 2013-2020)
- Hino 195 (Model Years 2013-2020)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)

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- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)
- Hino XL7 (Model Year 2020)
- Hino XL8 (Model Year 2020)
- Hino L6 (Model Year 2021)
- Hino L7 (Model Year 2021)

Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.HinoUSASettlement.com, or call toll-free at 1-888-256-6150.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

- A \$237,500,000 Settlement fund to pay Settlement Class Members who submit a valid claim. **The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs;**
- A robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and
- A New Parts Warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Settlement Class Trucks in the next three years.

Questions 4-10 below describe these benefits in more detail.

4. HOW MUCH CASH COMPENSATION WILL I RECEIVE IF I FILE A CLAIM?

After deducting Settlement Class Counsel Attorneys’ Fees and Costs (*see* **Question 19**) and Settlement Administration Costs (estimated at approximately \$620,000 to \$825,000), the remaining Settlement Cash Value will be allocated evenly, on a per-capita basis, among all Settlement Class Trucks for which the Settlement Administrator has received a valid Settlement Claim. The compensation

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available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs.

If more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck, then 60% of the compensation for that Settlement Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Settlement Class Member(s) that submit a valid Settlement Claim for that same truck.

For example, if each Settlement Class Truck is allocated \$2,000 and an original owner, a subsequent owner, and a lessee all submit valid claims for the same truck, the original owner would be allocated \$1,200, and the lessee and subsequent owners would each be allocated \$400.

The Settlement Administrator, in consultation with Settlement Class Counsel and Defendants' Counsel, may adjust the allocation for Settlement Class Members, if any, that owned or leased their Settlement Class Trucks for less than six months.

5. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid claim to receive a settlement payment. The Claim Form asks for basic information and takes just a few minutes to complete.

To submit your claim online, visit www.HinoUSASettlement.com. If you received a Postcard or Email Notice and provide your Unique ID from that notice, you will not need to provide any documentation when you submit your claim. If you do not have a Unique ID, or if the Settlement Administrator is unable to verify the information in your claim, the Settlement Administrator may request supporting documentation to show your ownership or lease of the vehicle, such as vehicle title, registration, purchase agreement, lease agreement, insurance documentation, or other documentation showing both your name and the Vehicle Identification Number (VIN).

If you would prefer to submit your Claim Form by mail, you can download and print the necessary forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-888-256-6150. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

If you have questions about what documentation is needed for your claim, visit www.HinoUSASettlement.com or call the Settlement Administrator at 1-888-256-6150.

Submit claims online: www.HinoUSASettlement.com

Submit claims via mail:

Hino USA Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

Submit claims via email: info@HinoUSASettlement.com

6. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Settlement Claim, and send out payments after the Settlement's "Effective Date."

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The “Effective Date” will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

Please check www.HinoUSASettlement.com after the Fairness Hearing (*see* **Questions 22-24**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Fairness Hearing in 2024.

7. WHAT DOES THE EXTENDED WARRANTY COVER?

The Extended Warranty covers the cost of all parts and labor needed to repair or replace the components listed below for the corresponding indicated lengths.

#	Part Description	Length of Warranty Coverage
1.	Diesel Oxidation Catalyst (DOC)	Greater of 5 years from the date that the Court grants final approval of the Settlement, 5 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 8 years from the date that the Class Truck was first delivered to the original purchaser or lessee.
2.	Selective Catalyst Reduction (SCR) Catalyst	
3.	Exhaust Gas Recirculation (EGR) Valve	
4.	Engine Control Unit (ECU) and Software	Greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Class Truck was first delivered to the original purchaser or lessee.
5.	DEF Line Heaters	
6.	DEF System Control Unit (DCU) and Software	
7.	DOC Inlet Temperature Sensor	
8.	DOC Outlet Temperature Sensor	
9.	Diesel Particulate Filter (DPF a.k.a. DPR)	
10.	DPF Outlet Temperature Sensor	
11.	DPF Pressure Sensor – Upstream	
12.	DPF Pressure Sensor – Downstream	
13.	Particulate Matter (PM) Sensor	
14.	SCR Inlet Temperature Sensor	
15.	Nitrous Oxide (NOx) Sensor – Upstream	

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16.	Nitrous Oxide (NOx) Sensor – Downstream	
17.	All OBD Sensors for the DPF System	
18.	Camshaft Position Sensor	
19.	Coolant Temperature Sensor	
20.	Crankshaft position Sensor	
21.	Intake Air Flow Meter	
22.	Outside Air Temperature Sensor	

The Extended Warranty also covers (i) the cost of any diagnostic tests or OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty, for the greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Class Truck was first delivered to the original purchaser or lessee and (ii) the cost of any diagnostic test leading to a repair covered under this Extended Warranty.

Under the terms of the Extended Warranty, Hino cannot impose any fees or charges (and must pay any fees or charges imposed on consumers by any authorized dealer in accordance with the applicable agreements with such authorized dealers) related to the warranty service.

The Extended Warranty does not revoke or alter any existing warranties that apply to the Settlement Class Trucks. All existing warranty coverage for the Settlement Class Trucks remains in effect.

For further information about the Extended Warranty, please review Exhibit B to the Settlement Agreement, which is available at www.HinoUSASettlement.com.

8. WHAT IS THE NEW PARTS WARRANTY?

If, within three years of the date of the Settlement Agreement, Hino provides a government-mandated or a government-recommended emissions system recall or repair campaign, Hino must provide you with a New Parts Warranty covering any parts repaired, replaced, or modified by the recall or repair.

The New Parts Warranty will last for five years from the date the Settlement Class Truck is repaired under an emissions system recall or repair campaign. Defendants are required to notify you and authorized dealers of the New Parts Warranty in connection with any recall or repair campaign.

9. DO THE EXTENDED WARRANTY AND NEW PARTS WARRANTY TRANSFER WITH MY SETTLEMENT CLASS TRUCK?

Yes. The Extended Warranty and New Parts Warranty will transfer with your Settlement Class Truck for the entire duration of the warranty periods.

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10. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?

The Settlement is non-reversionary. This means that no amount of the Settlement Cash Value will be returned to Defendants. So, if there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Settlement Class Members who submitted claims, then the remaining balance shall be distributed “*cy pres*,” which means they are paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check www.HinoUSASettlement.com for updates about any *cy pres* distribution.

UNDERSTANDING THE CLASS ACTION PROCESS

11. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people and/or companies who have similar claims. All these people are a “class” or “class members.” When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in **Questions 14-17** below.

12. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and will not be able to sue them about the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

[A]ny and all Claims based in any way on conduct that occurred prior to the date of the execution of this Agreement that the Settlement Class Representatives or any member of the Settlement Class ever had, now have, or may have in the future, arising out of or in any way relating to the purchase, lease, use, service, repair, or maintenance of any of the Settlement Class Trucks, and also, relating in any way to (a) certification testing, fuel economy, emissions, or OBD monitors; (b) any of the alleged violations of the Clean Air Act, federal regulations, or state laws or regulations cited in the Complaint in this Action; (c) any of the marketing representations identified in the Complaint filed in this Action, including but not limited to the failure to disclose any information about certification testing, fuel economy, emissions, and OBD monitors; (d) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Complaint filed in the Action; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph.

Under the Settlement, you are not releasing your rights or ability to participate in or pursue remedies in relation to any future buyback or repurchase of any Settlement Class Truck that the Department of Justice, the Environmental Protection Agency, the California Air Resources Board or any other federal or state government entity recommends or orders Defendant(s) to buyback or repurchase for reasons relating to the Released Claims.

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The Settlement Agreement at Section 11 describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.HinoUSASettlement.com.

You can talk to one of the lawyers listed in **Question 18** below for free or you can, of course, talk to your own lawyer at your own expense.

13. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement, but your Settlement Class Truck will still receive the Extended Warranty and be eligible for the New Parts Warranty. *See Question 5* above for information on how to get a cash payment from the Settlement.

You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Settlement Class Truck(s);
- A statement saying “I wish to exclude myself from the Settlement Class in *Express Freight International, et al. v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483-Gayles/Torres (S.D. Fla.); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Opt-out requests that are signed by an attorney but not by the Settlement Class Member are invalid, except in the case of an attorney employed by a Settlement Class Member that is not a natural person signing on behalf of that Settlement Class Member (e.g., in-house counsel for a company).

Your Exclusion Request must be postmarked or emailed no later than **February 22, 2024** to:

Hino USA Settlement – Exclusions
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111
info@HinoUSASettlement.com

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15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court's orders and judgments in this class action lawsuit, even if you do not file a claim.

16. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

17. IF I EXCLUDE MYSELF, AM I ELIGIBLE FOR THE EXTENDED WARRANTY OR THE NEW PARTS WARRANTY OFFERED AS PART OF THE SETTLEMENT?

No. You will not get the Extended Warranty, or the New Parts Warranty offered through this Settlement.

THE LAWYERS REPRESENTING YOU

18. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firms of Lief Cabraser Heimann & Bernstein, LLP, Baron & Budd P.C., and Podhurst Orseck, P.A. to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

David S. Stellings Lief Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Tel.: (212) 355-9500 Email: dstellings@lchb.com	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 Email: rtellis@baronbudd.com
Peter Prieto Podhurst Orseck, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2300 Miami, FL 33131 Tel.: (305) 358-2800 Email: pprieto@podhurst.com	

If you want to be represented by your own lawyer, you may hire one at your own expense.

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19. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award up to 33.33% of the Settlement Cash Value (*i.e.* up to \$79,158,750) in attorneys' fees, plus reasonable costs, for litigating this case and securing this nationwide Settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs before it is paid from the Settlement Cash Value.

Settlement Class Counsel will submit their request by **January 22, 2024**, and that document will be available at www.HinoUSASettlement.com shortly after it is filed with the Court.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 20**.

Any attorney fee award is ultimately determined by the Court. Please check www.HinoUSASettlement.com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

20. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue.

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- The case name (*Express Freight International, et al., v. Hino Motors, Ltd., et al.*);
- Your printed name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Settlement Class Truck(s);
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Court's attention;
- A statement that you have reviewed the Settlement Class definition and have not opted out of the Settlement Class;
- Dates within 30 days of the objection on which you are available to have your deposition taken; and
- All other supporting papers, materials, or briefs (if any) you wish the Court to consider when reviewing the objection.

If you object through your own hired lawyer at your own expense, your objection must also include:

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- The number of times you have objected to a class action settlement within the five years preceding the date of the objection;
- The case caption of each case in which you have made such objection; and
- A statement of the nature of the objection.

Lawyers asserting an objection(s) on behalf of a Settlement Class Member(s) must:

- File a notice of appearance with the Court by **February 22, 2024**;
- File a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Settlement Class Member and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement;
- Disclose any agreement, formal or informal, with other attorneys or law firms regarding the objection; and
- Comply with the procedures described above.

Your objection, along with any supporting material you wish to submit, must be filed with the Court and delivered to Settlement Class Counsel, Defense Counsel, and the Clerk of the Court at addresses below, by **February 22, 2024**.

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
Office of the Clerk United States District Court for the Southern District of Florida 400 North Miami Avenue Miami, FL 33128	David S. Stelling Lief Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Peter Prieto Podhurst Orseck, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2300 Miami, FL 33131	Andrew Soukup Covington & Burling, LLP One City Center 850 Tenth Street, NW Washington, DC 20001-4956

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

21. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FAIRNESS HEARING

22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **April 1, 2024** at 10:00 a.m. EST, in Courtroom 11-2 of the United States District Court for the Southern District of Florida, Miami Division, 400 North Miami Avenue, Miami, Florida 33128.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. We do not know how long these decisions will take.

23. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Fairness Hearing. Settlement Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see Question 24* below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

24. MAY I SPEAK AT THE HEARING?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court, on or before **March 11, 2024**, a written notice of intent to appear at the Fairness Hearing. The address for the Court is provided in **Question 20** above.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Fairness Hearing.

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GETTING MORE INFORMATION

25. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www.HinoUSASettlment.com.

You may also contact the Settlement Administrator for more information by emailing info@HinoUSASettlement.com, calling toll-free at 1-888-256-6150, or writing Hino USA Settlement, c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111.

For definitions of any capitalized terms used in this Notice, please see the Class Action Agreement, available on the Important Documents page of the Settlement Website, www.HinoUSASettlement.com.

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