

NOTICE OF CLASS ACTION LAWSUIT

If you purchased, on or after January 1, 1996, a Cummins 6B or 6C marine diesel engine (including the QSM-11 model) in the United States equipped with a seawater aftercooler having no drain hole or valve and you purchased your engine directly from Cummins or a Cummins dealer or distributor, or purchased your engine as factory-installed original equipment in a boat purchased directly from a manufacturer which purchased directly from Cummins or a Cummins dealer or distributor, you may be a member of a class entitled to benefits under a proposed settlement. The settlement involves *Cerdes v. Cummins Diesel Sales Corp.*, No. 06-0922, currently pending in the United States District Court for the Eastern District of Louisiana against Cummins, Inc.

The plaintiff claims that when liquid water created in a seawater aftercooler enters the power cylinders of a marine diesel engine, it causes premature wear-out of the engine's power cylinders. The defendants strongly deny these claims as to their engines. To resolve the dispute, however, the parties have agreed to a proposed settlement in which class members would be entitled to certain benefits upon a timely qualifying request. These include the installation (at no charge up to a certain cost) of a drain hole or valve or other device for limiting aftercooler condensation from entering the power cylinders of an engine, reimbursement of certain covered repair costs or retrofit costs performed prior to the settlement, and, for commercial engines only, a limited extended warranty. To review the Settlement Agreement, obtain a claim form, or get more information, go to www.cumminsmarinedieselsettlement.com or write to *Cerdes v. Cummins Settlement* c/o The Garden City Group, Inc., P.O. Box 9349, Dublin Ohio 43017-4249. You must properly complete a claim form to be considered for settlement benefits.

The Court will decide whether to approve this proposed settlement. A hearing for that purpose is currently set for **JULY 22, 2009 at 10:00 a.m.**

If you believe you would be a member of the class, but do not want to be part of the proposed settlement, *you may opt out by sending a written request, on or before JUNE 5, 2009*, to be excluded. If you want to remain in the class, but object to the proposed settlement, *you may file an objection with the Court on or before JUNE 5, 2009*. For information about where to send an opt-out request, and what must be included, or where to send an objection, and what must be included, go to www.cumminsmarinedieselsettlement.com or write to *Cerdes v. Cummins Settlement* c/o The Garden City Group, Inc., P.O. Box 9349, Dublin Ohio 43017-4249. If you remain in the class and the settlement is approved, *you will be bound by it and will release all claims.*

The lead counsel representing you are Gary J. Gambel and Robert H. Murphy of Murphy, Rogers, Sloss & Gambel and Jennifer Willis of Willis & Buckley. Lead counsel for Cummins are Harry Joseph Philips, Jr. of Taylor, Porter, Brooks & Philips, LLP and Christopher M. Mason of Nixon Peabody LLP.

Counsel for plaintiff and the class will seek an award of attorneys' fees and an award for the plaintiff at the end of this case. Any amount awarded as attorneys' fees or as an incentive award to plaintiff will be paid by Cummins, not by you, and will not diminish the settlement benefits available to class members. The Court will have sole discretion to determine the amount of any attorneys' fees awarded to Class Counsel and any amount awarded to plaintiff. You may object to the proposed award of attorneys' fees, or to the proposed incentive award for plaintiff, or both, as part of any objection to the proposed settlement.

These and the other terms of the proposed settlement are described in the Settlement Agreement available at www.cumminsmarinedieselsettlement.com or by writing to *Cerdes v. Cummins Settlement* c/o The Garden City Group, Inc., P.O. Box 9349, Dublin Ohio 43017-4249. **DO NOT CONTACT THE COURT FOR SUCH INFORMATION.**