

**UNITED STATES DEPARTMENT OF TRANSPORTATION
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

1200 New Jersey Avenue, SE
West Building, W41-326
Washington, DC 20590

In re: _____)
)
Daimler Trucks North America, LLC)
AQ18-002)
)
_____)

CONSENT ORDER

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. This Consent Order sets forth the requirements and performance obligations agreed to by Daimler Trucks North America, LLC (“DTNA”), under the following terms and conditions.

I. NATURE OF THE ACTION

1. The National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. Chapter 301, provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated her authorities under the Safety Act to the NHTSA Administrator. *See* 49 C.F.R. § 1.95(a). All authorities lawfully vested and reserved to the NHTSA Administrator may be exercised by the NHTSA Deputy Administrator. 49 C.F.R. § 501.5(a).

2. A manufacturer of a motor vehicle that decides in good faith that the vehicle contains a defect related to motor vehicle safety or does not comply with an applicable federal motor vehicle safety standard (“FMVSS”) must notify NHTSA by submitting a Defect and Noncompliance Information Report (“DIR”). 49 U.S.C. § 30118(c); 49 C.F.R. § 573.6. A

manufacturer must submit the DIR not more than five working days after it knew or should have known of a safety-related defect or noncompliance in its vehicles. 49 C.F.R. § 573.6(b).

3. A manufacturer must amend its DIR within five working days after it has new information that updates or corrects information previously reported relating to identification of the vehicles or items of motor vehicle equipment potentially containing the defect or noncompliance, including a description of the manufacturer's basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall. 49 C.F.R. § 573.6(b), (c)(2).

4. Manufacturers also are required to submit to NHTSA copies of all notices, bulletins, and other communications regarding any defect in its vehicles or items or equipment that are issued to more than one dealer, distributor, or customer, regardless of whether the communication relates to a safety issue. 49 U.S.C. § 30166(f); 49 C.F.R. § 579.5(a). These communications ("manufacturer communications") must be submitted to NHTSA "not later than five working days after the end of the month in which it is issued." 49 C.F.R. § 579.5(d).

5. As required by the Transportation Recall Enhancement, Accountability, and Documentation ("TREAD") Act, NHTSA has established early warning reporting ("EWR") requirements for vehicle manufacturers. 49 U.S.C. § 30166(m); 49 C.F.R. Part 579, Subpart C.

6. A manufacturer that annually produces 100 or more buses, 500 or more emergency vehicles, or 5,000 or more medium-heavy duty vehicles (other than buses and emergency vehicles) is required to submit quarterly reports containing the information specified in 49 C.F.R. § 579.22. This includes production information, *id.* § 579.22(a), information on incidents involving death or injury, *id.* § 579.22(b), numbers of property damage claims,

consumer complaints and field reports, *id.* § 579.22(c), and copies of certain field reports, *id.* § 579.22(d). The requirements in 49 C.F.R. § 579.22 are and have been applicable to DTNA at all times relevant to NHTSA’s Audit Query (“AQ”) investigation AQ18-002 through the Effective Date of this Consent Order.

7. On April 23, 2018, NHTSA opened AQ18-002 to investigate the timeliness and scope of NHTSA Recalls 17V-761, 17V-810, 18V-157, and 18V-163. AQ18-002 subsequently was expanded to include the timeliness and scope of Recalls 18V-083, 18V-158, and 18V-190 and DTNA’s compliance with its reporting requirements under 49 C.F.R. § 579.5 and 49 C.F.R. § 579.22.

8. In response to AQ18-002, DTNA produced to NHTSA certain DTNA communications on October 17, 2018 (the “Subject DTNA Communications”). DTNA produced to NHTSA certain DTNA field reports to NHTSA on February 14, 2020 (the “Subject DTNA Field Reports”).

9. Based on DTNA’s responses to NHTSA’s AQ18-002 investigation, which included a voluminous production of information, NHTSA asserted that DTNA may be liable for civil penalties under 49 U.S.C. §§ 30165(a)(1) and (3) because certain recalls within the scope of AQ18-002 were untimely, because certain of the Subject DTNA Communications were required to have been, but were not, timely furnished to NHTSA under 49 C.F.R. § 579.5, and because certain of the Subject DTNA Field Reports were required to have been, but were not, submitted to NHTSA under 49 C.F.R. § 579.22. DTNA disagreed. To administratively resolve these issues, NHTSA and DTNA have mutually agreed to this Consent Order.

10. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. Chapter 301, consistent with U.S. Department of Transportation enforcement procedures, 49 C.F.R. Part 5, Subpart D, and in accordance with the delegations at 49 C.F.R. §§ 1.95, 501.5(a), to compromise the amount of civil penalties, 49 U.S.C. § 30165(b), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective or noncompliant vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30120, and to require reports or answers to specific questions, 49 U.S.C. § 30166(e).

It is **AGREED** by DTNA and **ORDERED** by NHTSA that the following provisions shall apply.

II. TERMS AND CONDITIONS OF CONSENT ORDER

Civil Penalty

11. In determining an appropriate civil penalty amount, NHTSA considered the civil penalty factors set forth in 49 U.S.C. § 30165(c) and DTNA's views of how those factors should be applied. NHTSA has also taken into account DTNA's cooperation with NHTSA's AQ18-002 investigation.

12. Subject to the terms in the remainder of this Paragraph, DTNA shall pay a civil penalty in the sum of thirty million dollars (\$30,000,000) ("Total Civil Penalty").

- a. Of the Total Civil Penalty, the sum of ten million dollars (\$10,000,000) ("Non-Deferred Amount") shall be paid within sixty (60) calendar days of the Effective Date of this Consent Order in accordance with instructions provided by NHTSA.
- b. Of the Total Civil Penalty, the sum of fifteen million dollars (\$15,000,000) ("Abeyance Amount") shall be deferred and held in abeyance by NHTSA

pending DTNA's satisfactory completion, as reasonably determined by NHTSA, of the requirements of this Consent Order and compliance with the Safety Act and the regulations thereunder, during the term of this Consent Order. In the event that DTNA commits material violations of this Consent Order, the Safety Act, or regulations thereunder, during the term of this Consent Order, DTNA may be obligated to pay the Abeyance Amount or a portion thereof in accordance with Paragraph 18 below, and may be liable for additional civil penalties beyond the Abeyance Amount for those violations of the Safety Act and regulations thereunder.

- c. Of the Total Civil Penalty, five million dollars (\$5,000,000) ("Performance Obligation Amount") shall be expended by DTNA during the term of this Consent Order to fulfill the Safety Data Analytics infrastructure and Safety Communications Platform identified in Paragraphs 22 and 23 below.

13. Pursuant to the terms of this Consent Order, DTNA admits that it owes a debt in the amount of thirty million dollars (\$30,000,000), as provided for in Paragraph 12, arising from activities under the jurisdiction of the U.S. Department of Transportation, due and owing to the United States under the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the "Claims Collection Act").

14. If DTNA fails to make payment of the Non-Deferred Amount as set forth in Paragraph 12a above or fails to make payment of the Abeyance Amount or a portion thereof as set forth in Paragraph 12b (if it becomes due under the terms of this Consent Order) on or before their respective due dates, DTNA shall be in default of this Consent Order and the remaining balance of the Total Civil Penalty shall become due immediately. In that event: (i) DTNA agrees

not to contest any collection action undertaken by NHTSA or the United States pursuant to applicable law, including the Claims Collection Act and the U.S. Department of Transportation's regulations, 49 C.F.R. Part 89, either administratively or in any court, and (ii) DTNA affirmatively waives any and all defenses or rights that would otherwise be available to it in any such proceeding. In addition, in such a proceeding, DTNA shall pay the United States all reasonable costs of collection and enforcement, including attorneys' fees and expenses. This provision does not preclude DTNA from contesting the imposition of the Abeyance Amount or a portion thereof pursuant to Paragraph 18 below.

15. Upon receipt of the Non-Deferred Amount and upon expiration of the Consent Order (including any extensions), DTNA, including its current and former directors, officers, employees, agents, successors, and assigns will be deemed released from liability for civil penalties pursuant to 49 U.S.C. § 30165 in connection with any and all violations of the Safety Act and regulations thereunder relating to AQ18-002, from the inception of the Safety Act through the Effective Date of this Consent Order.

16. Nothing in this Consent Order discharges DTNA from any obligation to comply with the Safety Act or regulations thereunder.

17. This Consent Order does not release DTNA from liabilities, if any, that may be asserted by the United States, the U.S. Department of Transportation, NHTSA, or any governmental entity, other than the civil penalty liability under 49 U.S.C. § 30165 as described in Paragraph 15 above.

Abeyance Amount

18. Should NHTSA reasonably believe that DTNA has materially violated the Safety Act, regulations thereunder, or the terms of this Consent Order, NHTSA shall provide written

notice of the alleged violation(s) to DTNA, including a statement regarding the Abeyance Amount or the portion thereof that will be due if NHTSA makes a final determination in accordance with this Paragraph. DTNA will have thirty (30) calendar days or such other time as mutually agreed by NHTSA and DTNA, from the date on which the issue was communicated to DTNA by NHTSA (“Evaluation Period”) to respond to the notice in writing. DTNA’s response will provide its views, along with any supporting information and documentation. Should there be a reasonable dispute, the parties agree to reasonably discuss the alleged violation. If no mutually agreeable resolution is reached after discussion, and NHTSA subsequently and reasonably makes a final determination in writing that DTNA has materially violated the Safety Act, regulations thereunder, or the terms of this Consent Order, then DTNA will be liable for the Abeyance Amount or the portion thereof determined by NHTSA. The Abeyance Amount or portion thereof will be paid by DTNA in accordance with instructions from NHTSA within thirty (30) calendar days of NHTSA’s determination.

19. DTNA shall only be liable for payment of the Abeyance Amount or portion thereof in accordance with the conditions in Paragraph 18. DTNA will be deemed released from liability for any portion of the Abeyance Amount remaining at the expiration of this Consent Order.

Performance Obligation Amount

20. This Consent Order requires DTNA to expend five million dollars (\$5,000,000) (i.e. the “Performance Obligation Amount”) in Safety Data Analytics infrastructure and a Safety Communications Platform during the term of this Consent Order.

21. If DTNA has not expended the full Performance Obligation Amount not later than twenty-three (23) months after the Effective Date of this Consent Order, or thirty-five (35)

months if the Consent Order is extended for a third year, the unexpended portion of the Performance Obligation Amount shall become immediately due and owing to the U.S. Treasury, except that NHTSA, in its sole discretion, may count a reasonable amount of DTNA's future costs in implementing the Safety Data Analytics infrastructure and Safety Communications Platform toward the required investment.

Performance Obligations

22. DTNA will invest in and in good faith work toward developing advanced data analytics capabilities to enhance its ability to detect and study emerging safety-related defect trends on its vehicles (the "Safety Data Analytics infrastructure"). This infrastructure will encompass, *inter alia*, assessing the potential of integrating machine learning and predictive analytics and sensing methodologies into DTNA's existing processes to identify and investigate potential defect trends.

23. DTNA will invest in and in good faith work toward developing an advanced data analytics and reporting platform that integrates data on emerging safety-related defect trends on its vehicles and recall lessons learned (both safety-related defects and noncompliance) to augment the accuracy and flow of reportable manufacturer information within DTNA and to NHTSA under 49 C.F.R. Part 579, including enhanced record-keeping and coordination among DTNA business units, and to mitigate potential risks to safety (the "Safety Communications Platform").

24. DTNA shall meet with NHTSA, either virtually or in person, no later than ninety (90) calendar days after the Effective Date of this Consent Order to discuss an initial plan for the Safety Data Analytics infrastructure and Safety Communications Platform, along with an estimated timeline for its implementation and cost. DTNA shall notify NHTSA of any material

changes to this information, and shall reasonably consider any feedback from NHTSA on the Safety Data Analytics infrastructure or Safety Communications Platform. DTNA shall update NHTSA on its progress in developing and implementing the Safety Data Analytics infrastructure and Safety Communications Platform (including its expenditures toward the Performance Obligation Amount) during the quarterly meetings required under Paragraph 27 below.

25. DTNA shall submit a Safety Evaluation List (“SEL”) to NHTSA’s Office of Defects Investigation (“ODI”) and Office of Chief Counsel (“NCC”) on a monthly basis. The SEL will be compiled in a form, manner, and scope and submitted on a schedule agreed to by NHTSA and DTNA, and shall include potential safety-related defects or noncompliances, including issues related to existing recalls, regardless of whether those issues are being investigated or reviewed by NHTSA. The first report is due within thirty (30) calendar days after reaching agreement on the form and manner of the SEL. In addition to the SEL reports being required under this Consent Order, the SEL reports are also considered required reports under 49 U.S.C. § 30166(e).

26. DTNA shall meet with NHTSA, either virtually or in person, on at least a monthly basis during the term of this Consent Order, and will include in those meetings a discussion of the SEL referenced in Paragraph 25 above, as well as recent manufacturer communications, Vehicle Owner Questionnaires (“VOQs”), DTNA’s recall decision-making (including decisions not to recall) or other issues of interest to NHTSA. The first meeting required under this Paragraph shall take place within sixty (60) calendar days of the Effective Date of this Consent Order. If one or more monthly meetings fails to occur due to circumstances beyond DTNA’s control, the meeting omission shall not be deemed a violation of this Consent Order by DTNA.

27. Separate from the monthly SEL meetings described in Paragraph 26 above, DTNA shall meet with NHTSA, either virtually or in person, on at least a quarterly basis during the term of this Consent Order, and will include in those meetings a discussion of DTNA's investment in and progress toward the Performance Obligations, including the Safety Data Analytics infrastructure and the Safety Communications Platform, and any issues identified by NHTSA relating to DTNA's compliance with the terms of this Consent Order, the Safety Act, or the regulations thereunder. The first of these quarterly meetings shall include the discussion and information required under Paragraph 24 above, and may include other then-existing and outstanding NHTSA issues with DTNA and steps DTNA has taken to date to further ensure compliance with the Safety Act, and shall take place within ninety (90) calendar days after the Effective Date of this Consent Order. DTNA attendees for each of these quarterly meetings shall include an executive of DTNA in the Legal or Compliance Department.

28. DTNA shall develop written procedures and employee training materials to:

- a. improve its processes and facilitate compliance with its legal obligations to investigate potential safety defects and noncompliances, timely identify and report safety defects and noncompliances, submit complete and accurate DIRs, and timely amend DIRs as required. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.6; and
- b. improve its processes and facilitate compliance with its legal obligations to timely identify and furnish manufacturer communications to NHTSA and to timely identify and submit field reports to NHTSA. *See* 49 U.S.C. § 30166(f), (m); 49 C.F.R. §§ 579.5, 579.22.

29. DTNA acknowledges that the failure or inability to identify a specific root cause, develop an adequate remedy or repair, or confirm the affected population of vehicles are not bases for delaying the identification of a defect or noncompliance, the determination of whether a defect relates to motor vehicle safety, or the timely reporting a defect or noncompliance to NHTSA. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.6. DTNA also acknowledges that reasonable efforts to identify safety defects and noncompliances includes regular review and, where appropriate, investigation of information included in VOQs available to DTNA. The written procedures and training materials required by Paragraph 28 above shall incorporate and address these acknowledgements.

30. DTNA shall submit the written procedures and training materials required under Paragraph 28 above to NHTSA within ninety (90) calendar days after the Effective Date of this Consent Order, together with a proposed training schedule that includes both intervals and required attendees (identified by employee position and/or responsibilities) at training sessions. The training schedule shall include mandatory annual training for employees with responsibility for vehicle safety or NHTSA compliance and mandatory on-boarding training within a reasonable time-period for new employees with responsibility for vehicle safety or NHTSA compliance. DTNA shall incorporate any reasonable feedback provided by NHTSA to the written procedures and training materials and adopt the written policies as mandatory company policies (applicable to all DTNA internal divisions, businesses, and subsidiaries) within one-hundred-and-fifty (150) calendar days after the Effective Date of this Consent Order. These policies shall not be changed by DTNA during the term of this Consent Order without prior notice and opportunity for feedback from NHTSA through the quarterly meetings described in Paragraph 27 above.

31. After a meeting between DTNA and NHTSA, either virtually or in person, which shall be held within thirty (30) calendar days after the Effective Date of this Consent Order, DTNA shall make reasonable efforts to identify any manufacturer communication within the scope of 49 C.F.R. § 579.5 issued by DTNA during the period from June 13, 2013 through the Effective Date of this Consent Order, a copy of which was required to have been, but was not, previously furnished to NHTSA by DTNA under 49 C.F.R. § 579.5. DTNA shall furnish copies of any such previously unfurnished communications and, to the extent it has not already done so, copies of each of the Subject DTNA Communications, to NHTSA via the NHTSA manufacturer communications portal (<https://mcp.nhtsa.gov/>), in compliance with the instructions provided with that portal and 49 U.S.C. § 30166(f), not later than one-hundred-and-fifty (150) calendar days after the Effective Date of this Consent Order.

32. After a meeting between DTNA and NHTSA, either virtually or in person, which shall be held within thirty (30) calendar days after the Effective Date of this Consent Order, DTNA shall make reasonable efforts to identify any field report (as defined in 49 C.F.R. § 579.4(c)) that was received by DTNA during the period from June 13, 2013 through the Effective Date of this Consent Order, a copy of which was required to have been, but was not, previously submitted to NHTSA by DTNA under 49 C.F.R. § 579.22(d). DTNA shall submit copies of any such previously unsubmitted field reports to NHTSA via the manufacturer (EWR) portal (<https://portal.nhtsa.gov/manufacture/login>), in compliance with the instructions provided with that portal, not later than one-hundred-and-fifty (150) calendar days after the Effective Date of this Consent Order.

33. Not later than one-hundred-and-fifty (150) calendar days after the Effective Date of this Consent Order, DTNA shall submit a certification to NHTSA stating that DTNA has

fulfilled its obligations under Paragraphs 31 and 32 above or affirmatively describing any lack of compliance by DTNA with these obligations. This certification is considered a required report under 49 U.S.C. § 30166(e).

34. DTNA represents that it made reasonable, good faith efforts to identify and produce manufacturer communications and field reports to NHTSA in response to its information request (“IR”) in AQ18-002, and reasonable, good faith efforts to comply with the requirements of 49 U.S.C. § 30166(f), 49 C.F.R. § 579.5, and 49 C.F.R. § 579.22 since the time of its IR response. DTNA further represents, in good faith, that it is not presently aware of any manufacturer communications issued (pursuant to 49 U.S.C. § 30166(f) and 49 C.F.R. § 579.5) or field reports received (pursuant to 49 C.F.R. § 579.22) since June 13, 2013 that it was previously required to submit under applicable law, but has not submitted to NHTSA. Based on those representations and absent information that materially contradicts either of those representations, NHTSA hereby waives any and all enforcement action or claims against DTNA for civil penalties solely with respect to potential violations of 49 U.S.C. § 30166(f), 49 C.F.R. § 579.5, or 49 C.F.R. § 579.22 that may be disclosed (if any) pursuant to Paragraphs 31 and 32 above. Pursuant to Paragraph 17 above, nothing in this Paragraph limits NHTSA’s ability to pursue the Abeyance Amount, a portion thereof, or other civil penalties for any other violation of law.

III. TERM OF THE CONSENT ORDER

35. Unless otherwise specified, the term of this Consent Order and DTNA’s performance obligations is two years from the Effective Date; provided, however, that NHTSA may extend the term of this Consent Order for an additional year if NHTSA reasonably finds that an extension is warranted.

IV. AMENDMENT

36. This Consent Order cannot be modified, amended, or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended, or waived other than by a writing setting forth such modification, amendment or waiver.

37. The parties may agree, without need for an amendment as specified in Paragraph 36 above, to reasonable changes to specified report or other written submission dates, meeting dates, schedules, or meeting cadences.

V. MISCELLANEOUS

38. DTNA shall use its best efforts to take all actions and to do all things necessary to comply with this Consent Order, and to cooperate with NHTSA in carrying out the requirements of this Consent Order.

39. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

40. None of the specific reporting obligations described in this Consent Order relieves DTNA of its obligation to submit any other reports required by the Safety Act or its corresponding regulations, or otherwise comply with existing laws and regulations.

41. The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 14 above.

42. This Consent Order shall be effective upon its full execution by all individuals and parties listed as signatories below ("Effective Date"). Any breach of the obligations under this Consent Order, may, at NHTSA's option, be immediately enforceable in any United States District Court. DTNA agrees that it will not raise any objection as to venue.

43. In the event of DTNA's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate administrative and/or judicial remedies, including, but not limited to, assessing interest for untimely civil penalty payments and/or commencing litigation to enforce this Consent Order in any United States District Court.

44. This Consent Order was negotiated and prepared by both NHTSA and DTNA. If any of the provisions in this Consent Order require a court's interpretation, no ambiguity shall be construed against the drafter.

45. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

46. In any legal action between the parties concerning the enforceability of this Consent Order, DTNA expressly waives any and all defenses and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Non-Deferred Amount, set forth in Paragraph 12a, was made, if applicable, and/or (ii) that DTNA has substantially complied with the Safety Act, regulations thereunder, and/or the terms of this Consent Order.

47. This Consent Order shall be binding upon, and inure to the benefit of, DTNA and its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns. DTNA agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to the interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between DTNA and any of its parents, subsidiaries, or affiliates.

48. Should any condition or other provision contained herein be held invalid, void, or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair, or invalidate any other provision of this Consent Order.

49. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

50. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

51. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced, and governed under the federal law of the United States. This Consent Order, which is fully incorporated hereto by reference, sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order.

[SIGNATURE PAGES FOLLOW]

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY
ADMINISTRATION,
U.S. DEPARTMENT OF TRANSPORTATION

Dated: December 29, 2020

By: James Owens

James C. Owens
Deputy Administrator

Dated: December 29, 2020

By: JONATHAN
CHARLES
MORRISON

Jonathan C. Morrison
Chief Counsel

Dated: December 29, 2020

By: KERRY E
KOLODZIEJ

Kerry E. Kolodziej
Assistant Chief Counsel
for Litigation and Enforcement

Dated: December 29, 2020

By: JEFFREY
ARTHUR EYRES

Jeffrey A. Eyres
Senior Trial Attorney

AGREED:

DAIMLER TRUCKS NORTH AMERICA, LLC

Dated: 12-28-2020

By:


Sean Waters
Vice President, Product Compliance
and Regulatory Affairs
Daimler Trucks North America, LLC

Dated: _____

By:

Timothy H. Goodman
Thompson Hine LLP
Counsel for Daimler Trucks North America, LLC

AGREED:

DAIMLER TRUCKS NORTH AMERICA, LLC

Dated: _____

By: _____
Sean Waters
Vice President, Product Compliance
and Regulatory Affairs
Daimler Trucks North America, LLC

Dated: _____

By: _____
Timothy H. Goodman 
Timothy H. Goodman
Thompson Hine LLP
Counsel for Daimler Trucks North America, LLC