

If you own a 2003-2011 Ducati motorcycle with a plastic fuel tank, you could get extended warranties and improved parts.

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

- This class action lawsuit settlement will resolve claims concerning plastic fuel tank expansion on 2003-2011 model year Ducati motorcycles. It provides extended warranties and improved parts for the fuel tanks.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE EXCLUDED	Get <u>no</u> extended warranties. Keep rights to sue separately. This is the only option that allows you to ever be part of any other lawsuit about the claims in this case.
COMMENT OR OBJECT	Tell the court why you like or don't like the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) to object to the settlement.
DO NOTHING	Receive extended warranties, but lose rights to sue separately. If you do nothing, you will receive the extended fuel tank warranties. You will also give up any rights to sue separately about the same or similar legal claims in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The court in charge of this case still has to decide whether to approve the settlement. The warranties will be extended and the other terms of the settlement will be implemented only if the court approves the settlement and after all appeals, if any, are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

You got this notice because you may currently own a 2003-2011 Ducati motorcycle with a plastic fuel tank.

This notice was sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the court decides whether to approve the settlement. If the court approves it and after objections and appeals are resolved, you will receive certain extended warranties (and the entitlement to certain free repairs during the extended warranty periods, if required) unless you opt to exclude yourself from this class settlement. You can get information about the progress of the settlement by visiting www.GirardGibbs.com/Ducati.asp.

This Notice explains the lawsuit, the settlement, your legal rights, available benefits, who is eligible for them, and how to get them.

The court in charge of the case is the United States District Court for the Northern District of California and the case is known as *Sugarman, et al v. Ducati North America, Inc.*, Case No. 5:10-cv-05246. The people who sued are called Plaintiffs, and the company they sued, Ducati North America, Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that plastic fuel tanks on 2004-2011 Ducati motorcycles can expand when in contact with ethanol (a common ingredient in fuel), which it is claimed can result in (i) fuel tanks on certain models separating from some of their mounting brackets; (ii) interference with steering on certain models due to the handlebars' proximity to the expanded fuel tank; and (iii) fuel leakage at the connection with the fuel pump.

Ducati has contested these claims and denies that it is in any way liable in this action. Ducati acknowledges that the increased addition of ethanol to gasoline in the United States, under certain combinations of conditions, has caused the thermoplastic fuel tanks on a small percentage of its customers' motorcycles to expand, generally only by very small amounts measured by just a few millimeters on a fuel tank that is hundreds of millimeters in surface size, and states that it has fully honored its applicable warranties by appropriate replacement or repair of any customer's fuel tank with a problem caused by fuel tank expansion. Ducati does not believe that such fuel tank expansion poses the hazards alleged in the lawsuit or that it poses a safety hazard under any circumstances. Ducati also contends that any problems caused by fuel tank expansion are limited to a small percentage of motorcycles.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called Class Representatives (in this case Jonas Sugarman and Quang Le), sue on behalf of other people who have similar claims. All of these people form a Class and are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A U.S. District Judge for the Northern District of California—San Jose Division, Judge Jeremy Fogel, is in charge of this class action.

4. Why is there a settlement?

The court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, all parties avoid the risks and cost of a trial, and the people affected will quickly receive a remedy. The Class Representatives and the attorneys think the settlement is best for the Class.

WHO IS IN THE SETTLEMENT

To see if you will get extended warranties from this settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The Judge presiding over this case decided that everyone who fits this description is a Settlement Class Member:

All residents of the United States who, as of September 16, 2011, own any 2003-2011 Ducati Monster, Multistrada, SportClassic, Streetfighter, Superbike or Hypermotard model family motorcycle manufactured with a plastic fuel tank, including but not limited to the following model and model year motorcycles:

- 2003-2008 Monster 620, 620 dark, 620 i.e. dark, 620 i.e., M 695, M 695 dark, 800, S2R, S4R, S4R S Tricolore, S2R dark, S2R1000, and S4RS motorcycles;
- 2009-2011 Monster 696, 696+, 696+ ABS, 796, 796 ABS, 1100, 1100S, 1100 ABS, 1100 evo ABS, 1100S ABS, M696, M1100, and M1100S motorcycles;
- 2003-2009 Multistrada 1000, 1000S, 1000 DS, 1000S DS, 1100 DS, 1100S DS, 620, 620 dark, MTS 1000, MTS 1000S, MTS 1100 and MTS 1100S motorcycles;
- 2010-2011 Multistrada 1200, 1200S Sport, 1200S Touring and 1200S Pikes Peak motorcycles;
- 2006-2010 SportClassic Sport 1000, Paul Smart 1000, Paul Smart 1000 LE, GT Touring, GT 1000, GT 1000 Touring, GT 1000 Bicolore, Sport 1000S, Sport 1000 Biposto and Sport 1000 Monoposto motorcycles;
- 2009-2011 Streetfighter and Streetfighter S motorcycles;
- 2007-2011 Superbike 848, 848 NH, 848 Hayden Limited, 848 evo, 1098, 1098S, 1098 Tricolore, 1098R, 1098R Bayliss, 1198R, 1198, 1198S, 1198R corse SE, 1198S corse SE and 1198SP motorcycles; and
- 2007-2011 Hypermotard 796 matt, 796 red, 1100, 1100 evo, 1100 evo SP, 1100S, 1100E and 1100SP motorcycles.

Excluded from the Settlement Class are Ducati; any affiliate, parent, or subsidiary of Ducati; any entity in which Ducati has a controlling interest; any officer, director, or employee of Ducati; any successor or assign of Ducati; anyone employed by counsel for Plaintiffs in this action; and any Judge to whom this case is assigned as well as his or her immediate family.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 415-544-6281 or visit www.GirardGibbs.com/Ducati.asp for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

Ducati has agreed to provide extended warranties covering certain fuel tank repairs and improved parts. More details are provided in the next three sections.

8. What are the extended warranties and how long do they last?

Non-Cosmetic Extended Fuel Tank Warranty Period:

The warranty will cover plastic fuel tank repairs or replacements as described in Section 10 below for non-cosmetic problems resulting from fuel tank expansion or an original manufacturing defect until the later of:

6 years after the original date of new motorcycle purchase, or
18 months after the Effective Date of this settlement.

In addition, any such repair or replacement will be warranted for 12 months from the date of repair or replacement.

Cosmetic Extended Fuel Tank Warranty Period:

The warranty will cover plastic fuel tank repairs or replacement as described in Section 10 below for purely cosmetic distortions resulting from fuel tank expansion or an original manufacturing defect until the later of:

5 years after the original date of new motorcycle purchase, or
18 months after the Effective Date of this settlement.

In addition, any such repair or replacement will be warranted for 6 months from the date of repair or replacement.

9. What are the limitations on the extended warranties?

The extended warranties are limited to the repairs and parts specified in Section 10 below to be provided by an authorized Ducati dealer and are subject to the same terms and conditions as set forth in the two-year Ducati Limited Warranty in effect for your motorcycle.

Please note that while Ducati will act promptly, replacement parts generally must be special-ordered from Italy and may take several weeks to arrive, delaying repairs to your motorcycle.

10. What repairs and improved parts are provided under the extended warranties?

Due to the differences in configuration of different Ducati models, the repairs and improved parts provided under the extended warranties depend on the model of vehicle you own.

2003-2008 Ducati Monster 620, 620 dark, 620 i.e. dark, 620 i.e., M 695, M 695 dark, 800, S2R, S4R, S4RS Tricolore, S2R dark, S2R1000, and S4RS motorcycles with plastic tanks

Non-Cosmetic Problems

- For motorcycles exhibiting fuel leakage at the fuel pump flange seal, and presented for repair during the Extended Fuel Tank Warranty Period, Ducati will replace a factory-equipment O-ring with an X-ring to prevent fuel leaks at the fuel pump/tank interface.
- For motorcycles exhibiting fuel tank pressure against the ignition unit, impeded access to the tank latch, difficulty raising or lowering the fuel tank, or misalignment of the rubber tank supports and presented for repair during the Extended Fuel Tank Warranty Period, Ducati will install a new fuel tank fitting kit. Ducati designed this fitting kit to reposition the fuel tank further back on the motorcycle frame so that any expansion of the fuel tank does not crowd the ignition unit, impede access to the tank latch, or affect the ability to raise or lower the fuel tank, and so that the side rubber supports will continue to fit the frame. If a repositioned fuel tank prevents closing or locking of the seat, Ducati will install a slightly shorter seat designed to eliminate the problem without affecting rider comfort.
- For motorcycles exhibiting contact between the fuel tank and the handlebars at a full turn and presented for repair during the Extended Fuel Tank Warranty Period, Ducati will adjust the steering stops to remove such contact without affecting in any material way the turning performance of the motorcycle.

Cosmetic Distortions

- For motorcycles with plastic fuel tanks exhibiting surface blistering, bubbling, rippling, dimpling, flattening, or spreading resulting from fuel tank expansion or an original manufacturing defect, or exhibiting surface scratches resulting from interference otherwise repaired under the Non-Cosmetic Extended Fuel Tank Warranty, Ducati will replace the fuel tank during the Cosmetic Extended Fuel Tank Warranty Period if (i) the surface imperfection is greater than three millimeters in size and easily and clearly visible to a passerby and (ii) there is not some other greater damage to the fuel tank not caused by fuel tank expansion or an original manufacturing defect, such as damage from an accident, motorcycle fall, other impact or wear and tear. Surface imperfections caused by wear and tear are not covered by the Cosmetic Extended Fuel Tank Warranty. The original two-year Ducati Limited Warranty will apply to surface imperfections from fuel tank expansion or original manufacturing defects which are smaller than three millimeters.

2009-2011 Ducati Monster 696, 696+, 696+ ABS, 796, 796 ABS, 1100, 1100S, 1100 ABS, 1100 evo ABS, 1100S ABS, M696, M1100 and M1100 S motorcycles

Non-cosmetic problems

- For motorcycles exhibiting functional interference between the fuel tank and other motorcycle parts due to fuel tank expansion or fuel leakage from the tank due to an original manufacturing defect, Ducati will provide the necessary repairs or replace the fuel tank, as appropriate.

Cosmetic Distortions

- There are no issues with fuel tank cosmetic imperfections on these Monster models because the fuel tanks are not painted or exposed. The fuel tanks are covered with separate painted panels.

2003-2009 Ducati Multistrada 1000, 1000S, 1000 DS, 1000S DS, 1100 DS, 1100S DS, 620, 620 dark, MTS 1000, MTS 1000S, MTS1100 and MTS1100S motorcycles

Non-cosmetic problems

- For motorcycles equipped with an O-ring at the fuel pump flange seal, Ducati will replace the O-ring with an X-ring. The motorcycle need not exhibit fuel leakage to receive this repair as Ducati has already published a recall notice for this repair on these models.
- For motorcycles whose fuel tank, due to expansion, cannot be removed without damage during motorcycle repair, Ducati will install a replacement fuel tank.

Cosmetic Distortions

- For motorcycles with plastic fuel tanks exhibiting surface blistering, bubbling, rippling, dimpling, flattening, or spreading resulting from fuel tank expansion or an original manufacturing defect, or exhibiting surface scratches resulting from interference otherwise repaired under the Non-Cosmetic Extended Fuel Tank Warranty, Ducati will replace the fuel tank during the Cosmetic Extended Fuel Tank Warranty Period if (i) the surface imperfection is greater than three millimeters in size and easily and clearly visible to a passerby and (ii) there is not some other greater damage to the fuel tank not caused by fuel tank expansion or an original manufacturing defect, such as damage from an accident, motorcycle fall, other impact or wear and tear. Surface imperfections caused by wear and tear are not covered by the Cosmetic Extended Fuel Tank Warranty. The original two-year Ducati Limited Warranty will apply to surface imperfections from fuel tank expansion or original manufacturing defects which are smaller than three millimeters.

2010-2011 Ducati Multistrada 1200, 1200S Sport, 1200S Touring and 1200S Pikes Peak motorcycles

Non-cosmetic problems

- For motorcycles exhibiting functional interference between the fuel tank and other motorcycle parts due to fuel tank expansion or fuel leakage from the tank due to an original manufacturing defect, Ducati will provide the necessary repairs or replace the fuel tank, as appropriate.

Cosmetic Distortions

- There are no issues with fuel tank cosmetic imperfections on these Multistrada models because the fuel tanks are not painted or exposed. The fuel tanks are covered with separate painted panels.

2006-2010 Ducati SportClassic Sport 1000, Paul Smart 1000, Paul Smart 1000 LE, GT Touring, GT 1000, GT 1000 Touring, GT 1000 Bicolore, Sport 1000S, Sport 1000 Biposto and Sport 1000 Monoposto motorcycles

Non-cosmetic problems

- For motorcycles exhibiting fuel tank expansion resulting in the fuel tank becoming loose or detaching from the front left or front right mounting bracket, Ducati will install a new fastener kit to ensure the fuel tank remains attached to the front mounting brackets.
- For motorcycles exhibiting contact between the fuel tank and the handlebar switch gear at a full turn, Ducati will adjust the steering stops or otherwise adjust the handlebars to remove such contact without affecting in any material way the turning performance of the motorcycle.

Cosmetic Distortions

- For motorcycles with plastic fuel tanks exhibiting surface blistering, bubbling, rippling, dimpling, flattening, or spreading resulting from fuel tank expansion or an original manufacturing defect, or exhibiting surface scratches resulting from interference otherwise repaired under the Non-Cosmetic Extended Fuel Tank Warranty, Ducati will replace the fuel tank during the Cosmetic Extended Fuel Tank Warranty Period if (i) the surface imperfection is greater than three millimeters in size and easily and clearly visible to a passerby and (ii) there is not some other greater damage to the fuel tank not caused by fuel tank expansion or an original manufacturing defect, such as damage from an accident, motorcycle fall, other impact or wear and tear. Surface imperfections caused by wear and tear are not covered by the Cosmetic Extended Fuel Tank Warranty. The original two-year Ducati Limited Warranty will apply to surface imperfections from fuel tank expansion or original manufacturing defects which are smaller than three millimeters.

2009-2011 Ducati Streetfighter and Streetfighter S motorcycles

Non-cosmetic Problems

- For motorcycles exhibiting lateral expansion resulting in contact between the fuel tank and the upper triple clamp when the handlebars are fully turned, Ducati will install a new fuel tank designed with slightly reduced dimensions to prevent such contact.
- For motorcycles exhibiting longitudinal expansion resulting in contact between the fuel tank and the radiator cap, Ducati will install a new fuel tank designed with slightly reduced dimensions to prevent such contact.

Cosmetic Distortions

- For motorcycles with plastic fuel tanks exhibiting surface blistering, bubbling, rippling, dimpling, flattening, or spreading resulting from fuel tank expansion or an original manufacturing defect, or exhibiting surface scratches resulting from interference otherwise repaired under the Non-Cosmetic Extended Fuel Tank Warranty, Ducati will replace the fuel tank during the Cosmetic Extended Fuel Tank Warranty Period if (i) the surface imperfection is greater than three millimeters in size and easily and clearly visible to a passerby and (ii) there is not some other greater damage to the fuel tank not caused by fuel tank expansion or an original manufacturing defect, such as damage from an accident, motorcycle fall, other impact or wear and tear. Surface imperfections caused by wear and tear are not covered by the Cosmetic Extended Fuel Tank Warranty. The original two-year Ducati Limited Warranty will apply to surface imperfections from fuel tank expansion or original manufacturing defects which are smaller than three millimeters.

2007-2011 Ducati Superbike 848, 848 NH, 848 Hayden Limited, 848evo, 1098, 1098S, 1098 Tricolore, 1098R, 1098R Bayliss, 1198R, 1198, 1198S, 1198R corse SE, 1198S corse SE and 1198SP motorcycles

Non-cosmetic problems

- For motorcycles exhibiting longitudinal expansion resulting in contact between the fuel tank and the steering damper support, Ducati will install a new fuel tank designed with slightly shorter dimensions to prevent such contact.
- For any motorcycle exhibiting fuel leakage from the fuel overflow hose which is not caused by overfilling the fuel tank, Ducati will replace the fuel tank. Such leakage is expected to be very minor.

Cosmetic Distortions

- For motorcycles with plastic fuel tanks exhibiting surface blistering, bubbling, rippling, dimpling, flattening, or spreading resulting from fuel tank expansion or an original manufacturing defect, or exhibiting surface scratches resulting from interference otherwise repaired under the Non-Cosmetic Extended Fuel Tank Warranty, Ducati will replace the fuel tank during the Cosmetic Extended Fuel Tank Warranty Period if (i) the

surface imperfection is greater than three millimeters in size and easily and clearly visible to a passerby and (ii) there is not some other greater damage to the fuel tank not caused by fuel tank expansion or an original manufacturing defect, such as damage from an accident, motorcycle fall, other impact or wear and tear. Surface imperfections caused by wear and tear are not covered by the Cosmetic Extended Fuel Tank Warranty. The original two-year Ducati Limited Warranty will apply to surface imperfections from fuel tank expansion or original manufacturing defects which are smaller than three millimeters.

2007-2011 Ducati Hypermotard 796 matt, 796 red, 1100, 1100 evo, 1100 evo SP, 1100S, 1100E and 1100SP motorcycles

Non-cosmetic problems

- For motorcycles exhibiting functional interference between the fuel tank and other motorcycle parts due to fuel tank expansion or fuel leakage from the tank due to an original manufacturing defect, Ducati will provide the necessary repairs or replace the fuel tank, as appropriate.

Cosmetic Distortions

- There are no issues with fuel tank cosmetic imperfections on Hypermotard models because the fuel tanks are not painted or exposed. The fuel tanks are covered with separate painted panels.

Additional Repairs or Replacements For All Above Models

In addition to the repairs listed above, Ducati will repair or replace during this settlement's applicable extended fuel tank warranty periods any Ducati OEM parts or accessories that are damaged or no longer fit as a result of fuel tank expansion.

11. What if a dealership refuses a repair under the extended warranties and I disagree?

If you disagree with the dealership's determination regarding whether your Ducati motorcycle qualifies for repair under this settlement's extended warranties, you may take the following steps:

Explain your position to Ducati Customer Service

The first step is to attempt to resolve your dispute by explaining your position in writing to Ducati Customer Service. You can contact Ducati Customer Service at this email address: customerservice@ducati.com or this mail address:

Ducati Customer Service
10443 Bandlely Drive
Cupertino, CA 95014

Arbitrate your dispute

If you are unable to informally resolve the dispute with Ducati Customer Service, you may arbitrate your dispute. To start arbitration, you must submit a written request for arbitration to Ducati Customer Service at the above address within ninety (90) days after Ducati Customer Service has provided a written response found to be unsatisfactory by you.

The arbitration will be conducted by BBB Auto Line. You do not need a lawyer to pursue arbitration but you may hire one at your own expense if you choose. You and Ducati will each be responsible for paying one-half of the costs of the arbitration. The arbitrator may impose all of the costs of the arbitration, but not your lawyer's fees, on Ducati if the arbitrator finds that your request for review was meritorious. The arbitrator may also impose all of the costs of arbitration, but not Ducati's lawyers' fees, on you if the arbitrator finds that you acted in bad faith. The arbitrator's decision is final.

12. What am I giving up to stay in the Class and get the extended warranties?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit or adjudicatory proceeding making any of the same allegations made in *this* case. It also means that all of the court's orders will apply to you and legally bind you. But you will not release any claim for bodily injury. If you stay in the Settlement Class, you shall be deemed to have released and discharged Ducati and its parent company, Ducati Motor Holding S.p.A., and any of their affiliates, employees, directors, officers, shareholders, consultants, fuel tank suppliers, dealers, agents, attorneys, successors and assigns from any and all claims, causes of action or obligations of any nature whatsoever (including claims that have been or could have been asserted against them in this action or in any other complaint, action, or litigation in any other court, tribunal or forum), known or unknown, arising from or related to any of the fuel tank-related problems alleged in the First Amended Complaint or identified in the Settlement Agreement, except for the obligations Ducati has undertaken under this settlement.

The Released Claims include known and unknown claims. Settlement Class Members expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

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.

Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Settlement Class Members to the Released

Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different claims or facts. Plaintiffs, on behalf of themselves and the Settlement Class Members, expressly acknowledge that they have been advised by their attorney of the contents and effect of Section 1542, and with knowledge, they hereby expressly waive whatever benefits they may have had pursuant to such section.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a letter by U.S. mail (or express mail carrier) clearly saying that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the settlement in *Sugarman, et al v. Ducati North America, Inc.*, Case No. 5:10-cv-05246. Be sure to include your full name, address, telephone number, and signature, and the model, model year, and VIN of your Ducati motorcycle(s). You must mail your exclusion request postmarked no later than December 27, 2011, to:

Ducati Fuel Tank Litigation Exclusion Request
c/o Girard Gibbs LLP
601 California Street
Suite 1400
San Francisco, CA 94108

You cannot exclude yourself on the phone or by e-mail. If you submit your request to be excluded, you will not get any benefits of the settlement and you cannot object to the settlement. But you will not be legally bound by anything that happens in this lawsuit.

14. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Ducati for the claims that this settlement resolves. If you have a pending lawsuit against Ducati, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is December 27, 2011.

15. If I exclude myself, can I get the benefits of this settlement?

No. If you exclude yourself from the Settlement Class you won't get any benefits from this settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The court has decided that the law firm Girard Gibbs LLP of San Francisco, California is qualified to represent you and all Settlement Class Members. The law firm is called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid and will there be service awards to the named plaintiffs?

Class Counsel will ask the court for attorneys' fees and expenses based on the actual time its lawyers and other personnel have expended on the case up to \$835,000, and service awards of up to \$1,500 per person for Class Representatives Jonas Sugarman and Quang Le and two other Class Members who submitted to vehicle inspections and provided Class Counsel with other information. The court may award less than these amounts. Ducati will separately pay the fees, expenses, and service awards that the court awards. These amounts will not be paid by Settlement Class Members. Ducati will also pay the costs to administer the settlement.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

19. How do I tell the court that I like or don't like the settlement?

If you are a Settlement Class Member, you can tell the court that you like the settlement and it should be approved, or that you object to the settlement and think the court should not approve it. The court will consider your views.

To object, you must send a letter saying that you object to the settlement in *Sugarman, et al v. Ducati North America, Inc.*, Case No. 5:10-cv-05246. You must include your full name, address, telephone number, and signature, the model and model year of your Ducati motorcycle, your objections, the reasons you object to the settlement, and whether you intend to appear at the fairness hearing with or without separate counsel. If you have submitted an objection to any other class action settlement in the last five years, you must also provide a detailed list of those objections. If you intend to appear at the fairness hearing through counsel, you must also state the identity of all attorneys representing you who will appear at the fairness hearing. For your objection to be considered, you must send your objection to each of these three different places such that it is *received* no later than December 27, 2011:

No. 1 Court	No. 2 Class Counsel	No. 3 Defense Counsel
Clerk of the Court, San Jose Division, United States District Court for the Northern District of California, 280 S. First Street, San Jose, CA 95113	GIRARD GIBBS LLP c/o Eric H. Gibbs 601 California Street Suite 1400 San Francisco, CA 94108	SIMPSON THACHER & BARTLETT LLP c/o David W. Ichel 425 Lexington Avenue, New York, NY 10017

If you send an objection, Class Counsel or defense counsel may take your deposition before the fairness hearing and seek any evidence that is relevant to the objection. Failure to comply with discovery requests may result in the court striking your objection and otherwise denying your opportunity to make an objection or be further heard. The court reserves the right to tax the costs of any such discovery to

the objector or the objector's counsel should the court determine that the objection is frivolous or is made for an improper purpose. If you do not submit a written objection to the proposed settlement or the application of Class Counsel for attorneys' fees, expenses, and service awards in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the court concerning the matter. In addition, if you object but choose not to appear at the fairness hearing, you may waive your right to appeal from any order of judgment of the court.

20. What is the difference between objecting and excluding myself?

Objecting is simply telling the court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the court that you do not want to be part of the Settlement Class and the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

21. When and where will the court decide to approve the settlement?

The court will hold a fairness hearing at 2 p.m. on January 6, 2012, in Courtroom 3, San Jose Division, United States District Court for the Northern District of California, 280 S. First Street, San Jose, California 95113. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the court will consider them. The judge may listen to people who have previously asked in writing to speak at the hearing. The judge may also decide how much to pay Class Counsel or whether to approve the requested service awards for the two named Plaintiffs and two Settlement Class Members that worked on this case. After the hearing, the court will decide whether to approve the settlement. We do not know how long it will take for the court to make its decision.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions that the judge may have. But you are welcome to come 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 sent your written objection such that it is received on time, the court will consider it. However, if you choose not to appear at the fairness hearing to discuss your objection, you may waive your right to appeal from any order of judgment of the court concerning the objection. You may pay your own lawyer to attend the hearing, but it is not necessary.

23. May I speak at the hearing?

If you do not exclude yourself, you may ask the court's permission to speak at the hearing about the proposed settlement or the application of Plaintiffs' counsel for attorneys' fees, expenses and service awards. To do so, you must send a letter saying that it is notice of your intention to appear at the fairness hearing in *Sugarman, et al v. Ducati North America, Inc.*, Case No. 5:10-cv-05246. The letter must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and include your full name, address, telephone number, and signature. You must send your notice to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed in section 19 above, such that it is *received* no later than December 27, 2011. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will receive the extended warranties and other benefits of the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding that makes the same types of claims or asserts the same alleged issues raised in this case ever again against Ducati and its parent company or any of their affiliates, employees, directors, officers, shareholders, consultants, Fuel Tank suppliers, dealers, agents, attorneys, successors, and assigns.

GETTING MORE INFORMATION

25. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to:

Girard Gibbs LLP
Ducati Settlement Agreement Request
601 California Street
Suite 1400
San Francisco, CA 94108

or by visiting www.GirardGibbs.com/Ducati.asp.

26. How do I get more information?

You can find more information about this litigation and settlement at the website www.GirardGibbs.com/Ducati.asp, where updates regarding the case will be available. You may also call (415) 544-6281.