



SI B01 21 18  
Warranties

July 2018  
Technical Service

## PRELIMINARY CLASS ACTION SETTLEMENT INFORMATION: N63 OIL CONSUMPTION/BATTERY DRAIN

### CLASS VEHICLES (MODELS)

Certain of the following US specification BMW vehicles sold or leased in the United States and Puerto Rico are included:

E70 (X5 xDrive50i) (N63) Model Years 2010, 2011, 2012 and 2013	E71 (X6 xDrive50i) (N63) Model Years 2009, 2010, 2012, 2013 and 2014	E72 (ActiveHybrid X6) (N63) Model Years 2009, 2010 and 2011	F01 (750i Sedan) (N63) Model Years 2009, 2010, 2011 and 2012
F01 (750i xDrive Sedan) (N63) Model Years 2010, 2011 and 2012	F02 (750Li Sedan) (N63) Model Years 2009, 2010, 2011 and 2012	F02 (750Li xDrive Sedan) (N63) Model Years 2010, 2011 and 2012	F04 (ActiveHybrid 750i) (N63) Model Years 2010 (One VIN), 2011, 2012 and 2013
F07 (550i Gran Turismo) (N63) Model Years 2010, 2011 and 2012	F07 (550i x Drive Gran Turismo) (N63) Model Years 2010, 2011 and 2012	F10 (550i Sedan) (N63) Model Years 2010, 2011, 2012 and 2013	F10 (550i xDrive Sedan) (N63) Model Years 2010, 2011, 2012 and 2013
F12 (650i Convertible) (N63) Model Years 2011 and 2012	F12 (650i xDrive Convertible) (N63) Model Years 2011 and 2012	F13 (650i Coupe) (N63) Model Years 2011 and 2012	F13 (650i xDrive Coupe) (N63) Model Years 2011 and 2012

### INFORMATION

BMW of North America, LLC ("BMW NA") has entered into a preliminary nationwide settlement with the plaintiffs ("Class Members") in the following class action: **Bang, et al v. BMW of North America, et al.**

This lawsuit involves the US-specification N63 engine equipped BMW 5 Series, 6 Series, 7 Series, X5, and X6 models listed above that were purchased or leased in the United States and Puerto Rico ("Class Vehicles").

The lawsuit alleges that the Class Vehicles' "N63 engine" consumes excessive amounts of engine oil, require additional oil changes and that engine oil often has to be added in-between the regular oil change interval. Further, the Class Vehicles experience substantial battery drain which can potentially cause premature battery failures.

The Settlement provides current and previous owners an opportunity to be reimbursed for certain past expenses, and for the current owners, certain free future benefits.

#### Notice to the Class Members Begins

The Claims Administrator has started to notify the Class Members of the preliminary Settlement and Class Benefits by direct mail **as of July 9, 2018**.

For the current eligible population of 73,700 vehicles, approximately 260,000 Settlement Notification mailings will be sent to the current and previous owners. Copies of notices to the current and former customers are

attached.

### **Planned Effective Date of Settlement and other important deadlines for these Customers**

- Requests for “Exclusion from this Settlement” must be submitted by mail and postmarked no later than **August 23, 2018**. These individuals **are not eligible** to participate in the Settlement and they **cannot receive** any of the Class Benefits
- Objections must be submitted by mail and postmarked no later than **August 23, 2018**.
- The **Final Approval Hearing** for the case is scheduled for **on or around September 10, 2018**.
- Reimbursement Claim forms for eligible past expenses must be postmarked, if submitted by mail, or submitted online no later than **October 10, 2018**.
- The **Effective Date** of the settlement will be **on or about October 10, 2018**, provided there are no appeals.

**Note:** Appeals could delay full implementation of this settlement.

### **Class Member Inquiries and Questions**

For additional information about the settlement and the claims process, please either refer customers to the:

- Settlement website [www.BangClassSettlement.com](http://www.BangClassSettlement.com); or the
- Toll free phone number at (877) 832-4402.



**Note:** This bulletin is notice of a “Preliminary Class Action Lawsuit Settlement,” it explains the settlement benefits that will be available to class members once the settlement receives final approval and becomes Effective. This is NOT a notice of a Recall or Service Action.

While engine oil consumption may create a customer inconvenience, in a short term, it should not cause any drivability problems that would prevent normal vehicle operation, as long as the engine oil level stays and is maintained above the minimum (“Low Oil Level” indicator/message is not displaying).

In case a customer is requesting immediate Class Action settlement benefits to address a possible excessive oil consumption issue and vehicle is still operational, please hand the vehicle back to the customer and advise him/her to return when the settlement benefits are in effect (on or after October 10th, 2018). The vehicle will be evaluated, diagnosed and repaired under the terms of the settlement. Please ensure to return the vehicle with the correct engine oil level.

For customers with early production vehicles who are concerned their vehicle is approaching 10 year/120,000 mile limit, please advise those customers that the Settlement provides an extension of 1 year, or 12,000 miles (from the Effective Date, whichever occurs first) to those customers with vehicles that have exceeded the 10 year/120,000 mile limit. Please refer to page 5 on the attached Class Notice.

Below is basic information about the case and the settlement.

### **Class Allegations**

The lawsuit alleges that U.S. specification BMW vehicles equipped with an “N63” engine (the “Class Vehicles”) experience premature battery drain, consume excessive motor oil, and are susceptible to potential engine damage.

### **Class Members**

Class Member are persons or entities who:

- Currently own or lease a Class Vehicle that was distributed for sale or lease in the United States or Puerto Rico
- Formerly owned or leased a Class Vehicle that was distributed for sale or lease in the United States or Puerto Rico

### Class Benefits

Class Members may be eligible to receive the following benefits

#### "Prior" Reimbursement Benefits (subject to certain limitations)

1. Reimbursement for up to three (3) eligible past expenses for oil services; alternatively, Class Members can choose to receive a voucher for up to three (3) future oil services (not to exceed \$75/oil service)
2. Reimbursement for eligible oil purchases for "Top Offs"
3. Reimbursement for eligible towing/rental/roadside-assistance service
4. Reimbursement for eligible battery replacement

### Service Benefits

1. N63 Customer Care Package ("CCP" as per SI [B00 13 14](#), SI [B11 06 14](#), SI [B11 16 14](#) and SI [B61 30 14](#)), if not previously completed
2. Three (3) future oil services (not to exceed \$75.00/oil service); Class Members will receive a VIN-specific voucher which can be used for these services.
3. Within the earlier of 10 years or 120,000 miles, **but in no event less than 1 year or 12,000 miles from the Effective Day, three (3) Oil-Consumption Tests at a BMW Center**
4. One (1) replacement engine after 2 failed Oil-Consumption Tests (more than 1 qt. of engine oil consumed during 750 ml.), subject to the following customer contribution:

Odometer Miles*	Odometer Miles*	Customer's Contribution	BMW's Contribution
50,001	60,000	5%	95%
60,001	70,000	15%	85%
70,001	80,000	30%	70%
80,001	90,000	45%	55%
90,001	100,000	60%	40%
100,001	110,000	75%	25%
110,001	120,000	90%	10%
120,001	And higher	100%	0% (None)

\*The vehicle's odometer miles at the time of its return to a BMW authorized center for an oil consumption issue after its second failed oil consumption test and second repair attempt.

### New Vehicle Credit Voucher Benefit

Class Members will receive:

1. A credit voucher good for either (a) \$1,500 towards the purchase/lease of a new BMW 6 or 7 Series vehicle; or (b) \$1,000 towards the purchase/lease of any other new BMW vehicle.
2. The credit voucher will be transferable to immediate family members (children, parents, and siblings) and will be valid for one (1) year from the Effective Date.



**Note: The New Vehicle Credit Voucher was included in the notice that was sent to the class**

**members. However, the vouchers are not redeemable until the settlement receives final approval and becomes Effective and is subject to all conditions.**

## **ELIGIBLE VEHICLES**

On or before the Effective Date, eligible “Class Vehicles” will be flagged with a “Vehicle Comment” in the DCSnet Warranty Vehicle Inquiry.

## **WARRANTY INFORMATION**

This Service Information Bulletin will be updated with diagnostic/repair procedures, and claim processing/submission information on or before the Effective Date.

## **ATTACHMENTS**

View PDF attachment [6013 Bang v BMW CF Notice coupons current v18](#).

View PDF attachment [6013 Bang v BMW CF Notice coupons former v15 \(002\)](#).

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**IMPORTANT LEGAL MATERIALS**



UAA <<SequenceNo>>

<<Name 1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

FOR OFFICIAL USE ONLY  
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**CLAIM FORM TO RECEIVE REIMBURSEMENT FOR ELIGIBLE PAST EXPENSES IN  
BANG v. BMW OF NORTH AMERICA, LLC**

**Complete this form only if you wish to make a claim for reimbursement for eligible past expenses  
benefits available under the Settlement.**

**PLEASE TYPE OR PRINT LEGIBLY**

This form must be submitted or postmarked on or before **October 10, 2018**

***You must supply all of the following information in order to obtain reimbursement for eligible past expenses under this Settlement.***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

BMW Model Year: 20 \_\_\_\_ Model: \_\_\_\_\_ (ex: 550 or X6)

Vehicle Identification Number: \_\_\_\_\_

(The VIN is 17 characters and can be found on the metal plate at the bottom of the driver's side front windshield or on your sale or title documents.)

Date of Purchase/Lease: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**YOU MAY BE ELIGIBLE FOR ONE OR MORE OF THE FOLLOWING BENEFITS/REIMBURSEMENTS FOR PAST EXPENSES PROVIDED UNDER THE SETTLEMENT:**

- A. Reimbursement for Past Oil Services or Vouchers for Future Oil Services**
- B. Reimbursement for up to 7 Quarts of Oil Previously Purchased Between Oil Services**
- C. Reimbursement for Past Towing/Rental/Roadside-Assistance Service**
- D. Reimbursement for the Past Replacement of a Battery that was less than 3 Years Old**

**PLEASE COMPLETE THIS CLAIM FORM ONLY IF YOU ARE SEEKING ANY OF THE BENEFITS/REIMBURSEMENTS LISTED ABOVE.**

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**





You **MUST** submit this Claim Form if you are seeking reimbursement for any of the items listed in A-D on the previous page. You do **not** need to submit this Claim Form if you are **only** seeking the relief detailed in items E-H (below):

- E. You are a current owner or lessee of a Class Vehicle seeking to have the “N63 Customer Care Package” performed on your Class Vehicle, and your Class Vehicle has not yet received the N63 Customer Care Package; you should contact your local BMW Center to schedule an appointment.
- F. You are a current owner or lessee of a Class Vehicle seeking Oil-Consumption Testing or engine replacement following failed oil-consumption tests, please check the Settlement website [www.BangClassSettlement.com](http://www.BangClassSettlement.com) after September 10, 2018 to see if the Settlement has been approved and become effective. After the Settlement has become effective, you can make an appointment with a BMW Center.
- G. You are a current owner or lessee of a Class Vehicle seeking three (3) Future Oil Services on a Class Vehicle; a voucher for those services is included with this Notice Package. \* Those Future Oil Services will be available after the Settlement has become effective.
- H. You are a current or former owner or lessee of a Class Vehicle seeking to obtain the New Vehicle Discount; a voucher for that benefit is included with this Notice Package. The New Vehicle Discount will be available after the Settlement has become effective.

In order to expedite your claim submission and processing, please place a check mark (✓) or (X) next to each benefit you are seeking (you may be eligible for more than one benefit):

	Reimbursement for Past Oil Services and/or Vouchers for Future Oil Services (go to “A” below)
	Reimbursement for up to 7 Quarts of Oil Previously Purchased Between Oil Services (go to “B” below)
	Reimbursement for Past Towing/Rental/Roadside-Assistance Service (go to “C” below)
	Reimbursement for Past Replacement of a Battery that was less than 3 Years Old (go to “D” below)

PLEASE SEE QUESTIONS 7 AND 9 ON THE NOTICE FORM FOR MORE INFORMATION AND LIMITATIONS.

**CLAIMS FOR REIMBURSEMENT FOR PAST EXPENSES**

If you are seeking reimbursement for past expenses, please follow these instructions. You can seek reimbursement for more than one category. Please print the applicable reimbursement category or categories (A, B, C, and/or D) on the top right-hand corner of any documents that you submit to support a reimbursement claim.

**A. Reimbursement for Past Oil Services**

To obtain reimbursement for up to three (3) past oil services (not to exceed \$75 each), you must submit for each oil service claimed documents showing:

- a. The amount you paid for the oil service as evidenced by a repair invoice; and
- b. That the oil service occurred prior to 10 years/ 120,000 miles from your Class Vehicle’s in-service date; and
- c. That the oil service took place less than 12 months/ 10,500 miles after a previous oil service as evidenced by the repair invoice of the prior oil service and the invoice for the oil service for which you are seeking reimbursement.

For each set of supporting documents submitted (up to 3), please indicate that they are being submitted for **Reimbursement Category A** by writing “A” in the top right-hand corner of each document. *Alternatively, instead of reimbursement, you can choose to receive a voucher good for a future oil service on a Class Vehicle. Please note your choice below.*



You can use the table below for each oil service that you are seeking to have reimbursed or for which you are seeking a voucher for a future oil service.

Claim		Mileage	Date	Cash	Voucher
1	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				
2	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				
3	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				

**B. Reimbursement for Past Oil Purchases for up to 7 Quarts of Oil Previously Purchased Between Oil Services**

To obtain reimbursement for the cost (up to \$10 per quart) of up to seven (7) quarts of oil that you purchased between oil services, you must submit documents showing that:

- a. The oil was of the same type and grade specified for your Class Vehicle in the owner’s manual or on the vehicle, as evidenced by a proof of purchase or a repair order/service invoice; and
- b. There was at least one (1) prior oil-consumption complaint about your Class Vehicle to BMW NA or an authorized BMW Center, as confirmed by a repair order, a BMW NA Customer Relations Report, or other written documentation of an oil-consumption complaint to BMW NA or to one of its authorized centers; and
- c. Your Class Vehicle had fewer than 10 years and 120,000 miles at the time of oil purchase(s) as evidenced by required proofs, for example, service records from before and/or after the oil purchase.

For each set of supporting documents submitted (for up to seven (7) quarts of oil), please indicate that they are being submitted for **Reimbursement Category B** by writing “B” in the top right hand corner of each document.

**C. Reimbursement for Past Towing/Rental/Roadside-Assistance Service**

To obtain reimbursement of up to \$50 for the cost of one (1) towing/rental/roadside-assistance service you incurred because of an excess oil consumption or premature battery failure issue, you must submit documents showing that:

- a. Your Class Vehicle was towed to an authorized BMW Center or a third-party repair facility as evidenced by a repair order or service invoice; and
- b. The repair order or service invoice states that the towing/rental/roadside-assistance service was related to an excess oil consumption or a premature battery failure issue.

Please indicate that the supporting documents are being submitted for **Reimbursement Category C** by writing “C” in the top right-hand corner of each document.

**D. Reimbursement for Past Replacement of a Battery that Was Less than 3 Years Old**

If you are seeking reimbursement for one (1) replacement of a 90 Ah or 105 Ah battery, you must submit documents showing that:

- a. You purchased a 90 Ah or 105Ah battery;
- b. The replaced (discharged) battery was less than 3 years old; and
- c. You purchased the replacement (new) battery outside the 4 year/50,000 mile New Vehicle Limited Warranty period.

Please indicate that the supporting documents are being submitted for **Reimbursement Category D** by writing “D” in the top right-hand corner of each document.



Did you receive any "goodwill" or other cost/price adjustment, coupon, reimbursement, or refund from BMW NA, a BMW Center, insurer or any person or entity associated with Defendants, equal to or in excess of the amount of the claim submitted in connection with any of the above services, repairs, or replacement?

If so, please provide proof of same and explain below.

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**COMPLETED CLAIM FORMS CAN BE SUBMITTED BY MAIL OR ONLINE.**

IF SUBMITTING BY MAIL, COMPLETE THIS CLAIM FORM AND MAIL IT, POSTMARKED ON OR BEFORE **OCTOBER 10, 2018** TO:

Bang Settlement Administrator - 6013  
PO Box 44  
Minneapolis, MN 55440-0044

IF SUBMITTING ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT WWW.BANGCLASSSETTLEMENT.COM ON OR BEFORE **OCTOBER 10, 2018**.

**CLAIMANT DECLARATION**

I declare under penalty of perjury that the information above and the documents I have supplied are true and correct to the best of my knowledge.

Signed On: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(DD/MM/YYYY)

in \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person signing - if applicable)



## United States District Court for the District of New Jersey

**If you are a current or former owner or lessee of a model-year 2009 to 2014 BMW vehicle with an “N63” engine, you could get benefits from a class-action settlement.**

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

- A nationwide settlement has been reached in a class action lawsuit against BMW of North America, LLC and Bayerische Motoren Werke Aktiengesellschaft involving certain model-year 2009 to 2014 BMW 5 series, 6 series, 7 series, X5, and X6 vehicles equipped with an N63 engine.
- The Settlement provides an opportunity to be reimbursed for certain past expenses and to obtain free future benefits, which are explained more fully below.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		
<b>SUBMIT A CLAIM FORM AND/OR TAKE YOUR CLASS VEHICLE TO AN AUTHORIZED BMW CENTER</b>	Make a claim to receive the valuable reimbursements for eligible past expenses and benefits potentially available to you under the Settlement and/or take your vehicle to an authorized BMW Center for certain free services after the Settlement is approved and/or utilize the new vehicle discount voucher and free future oil services vouchers.	Claims must be submitted by <b>October 10, 2018</b> . See <i>Question 8, below</i> . You may bring your Class Vehicle to a BMW Center and/or utilize the new vehicle discount voucher and free future oil services vouchers after the Settlement is approved. See <i>Question 6, below</i> .
<b>EXCLUDE YOURSELF</b>	Write to the Settlement Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendants about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by <b>August 23, 2018</b> . See <i>Question 12, below</i> .
<b>OBJECT</b>	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by <b>August 23, 2018</b> . See <i>Question 17, below</i> .
<b>GO TO A HEARING</b>	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for <b>September 10, 2018</b> . See <i>Question 19, below</i> .
<b>DO NOTHING</b>	Give up many of the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendants about the legal claims released by the Settlement.	See <i>Question 22, below</i> .

- These rights and options -- *and the deadlines to exercise them* -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient and check the settlement website for updates.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

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### **1. Why have I received this notice?**

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this notice because BMW's records indicate that you are a current or former owner or lessee of a model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, or X6 vehicle equipped with an N63 engine purchased or leased in the United States or Puerto Rico.

Judge Madeline Cox Arleo of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, known as *Bang, et al. v. BMW of North America, LLC and Bavarian Motor Works*, Civil Action No. 2:15-cv-06945 (the "Action"). Joon Bang, Razvan Victor Bengulescu, Gerald Bezems, Scott Crockett, Rifat Gorener, Christopher Lesieur, Lawrence Marcus, and Mikhail Suleymanov, the people who sued, are called the "Plaintiffs," and the companies that were sued, BMW of North America, LLC ("BMW NA"), and Bayerische Motoren Werke Aktiengesellschaft ("BMW AG"), are called the "Defendants."

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**  
**PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

## 2. What is the lawsuit about?

This lawsuit involves model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, and X6 vehicles equipped with N63 engines that were purchased or leased in the United States or Puerto Rico (the “Class Vehicles”). The lawsuit alleges that the Class Vehicles consume excessive amounts of engine oil, requiring additional oil changes and the need for adding engine oil between regular oil changes, as well as substantial battery drain potentially causing premature battery failure. BMW AG, which manufactures BMW vehicles, and BMW NA, which distributes and warrants BMW vehicles in the U.S., deny these allegations and stand behind and support their products.

## 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representatives in the Action are the Plaintiffs identified above. You have received this notice because you have been identified as potentially being a Class Member.

## 4. Why is there a Settlement?

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendants from liability for the claims that were raised or could have been raised in the Action involving the Class Vehicles’ alleged engine oil consumption and battery failure issues. The Settlement does not mean that the Defendants broke any laws, or otherwise did anything wrong, because Judge Arleo did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is fair and reasonable for the Class.

## 5. How do I know if I am part of the Settlement? What vehicles are included in the Settlement?

The Settlement Class includes all persons or entities in the United States and Puerto Rico who currently own or lease, or previously owned or leased, certain U.S. specification model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, or X6 vehicles equipped with an N63 engine purchased or leased in the United States or Puerto Rico, which include the following vehicles:

Model Year Designation	Production Range	Model Designation
2009 to 2012	3/2009 to 6/2012	7 Series Sedan (F01 & F02)
2010 to 2013	4/2010 to 6/2012	7 Series Active Hybrid (F04)
2010 to 2012	9/2009 to 6/2012	5 Series Gran Turismo (F07)
2010 to 2013	3/2010 to 7/2013	5 Series Sedan (F10)
2011 to 2012	3/2011 to 7/2012	6 Series Convertible (F12)
2011 to 2012	7/2011 to 7/2012	6 Series Coupe (F13)
2010 to 2013	3/2010 to 6/2013	X5 SAV (E70)
2009 to 2014	7/2008 to 6/2014	X6 SAV (E71)
2009 to 2012	9/2009 to 9/2011	X6 Active Hybrid SAV (E72)

*Please note that not all vehicles in the model years identified above contained the N63 engine at issue in the Action. You have received this notice because BMW’s records indicate that you have or had a BMW vehicle with an N63 engine. If you’re not sure whether you are included in the Settlement Class, you may call 1-877-832-4402 with questions.*

## 6. What are the benefits of the Settlement?

If Judge Arleo grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), you may be entitled to some or all of the following benefits.

### A. Reimbursement for Past Expenses

Class Members may be eligible for reimbursement of various expenses related to excessive engine oil consumption and premature battery failure.

#### i. Reimbursement for Past Oil Services

Class Members are eligible to receive reimbursement for the cost (not to exceed \$75 each) of up to 3 past Oil Services on a Class Vehicle if:

- a. The amounts were actually paid by the Class Member at the time of Oil Service as evidenced by a repair invoice; and
- b. The Oil Service occurred prior to 10 years/120,000 miles from the Class Vehicle’s in-service date; and
- c. The Oil Service took place less than 12 months/10,500 miles after a previous Oil Service as evidenced by the repair invoice of the prior Oil Service and the invoice for the Oil Service for which reimbursement is sought.

In the alternative, Class Members may elect to receive one (1) free future Oil Service in lieu of reimbursement for each qualifying past Oil Service, in addition to the future free Oil Services provided below (see Answer 6.B.ii).

#### ii. Reimbursement for Past Oil Purchases for up to 7 Quarts of Oil Purchased Between Oil Services

Class Members are eligible to receive reimbursement of the cost (up to \$10 per quart) of up to seven (7) quarts of oil that the Class Member purchased between oil services prior to the Effective Date if:

- a. The oil was of the same type and grade specified for the Class Vehicle in the owner’s manual or on the vehicle, as evidenced by proof of purchase, repair order, or service invoice; and
- b. At least one (1) prior oil-consumption complaint about the Class Vehicle was communicated to BMW NA or an authorized BMW Center, as confirmed by a repair order, Customer Relations Report, or other written documentation of an oil-consumption complaint to BMW NA or to one of its authorized BMW Centers; and
- c. The Class Vehicle had fewer than 10 years and 120,000 miles at the time of oil purchase(s) as evidenced by required proofs, for example, service records from before and/or after oil purchase.

#### iii. Reimbursement for Towing/Rental/Roadside-Assistance Service

Class Members are eligible to receive reimbursement up to \$50 for the cost of one (1) towing/rental/roadside assistance incurred by Settlement Class Members because of an excess oil consumption or premature battery failure issue if:

- a. the Class Vehicle was towed to an authorized BMW Center or a third-party repair facility as evidenced by a repair/service invoice; and
- b. the Class Member repair/service invoice states that the towing/rental/roadside-assistance service was related to an excess oil consumption or a premature battery failure issue.

#### iv. Reimbursement for Past Replacement of a Battery that Was Less than 3 Years Old

Class Members are eligible to receive reimbursement for the cost of one (1) replacement of a 90 Ah or 105 Ah battery purchased prior to the mailing of the Class Notice, where the Class Member provides proof that (a) the Class Member purchased a new battery, (b) the replaced (discharged) battery was less than 3 years old, and (c) the replacement (new) battery was purchased outside the 4 year/50,000 mile New Vehicle Limited Warranty period.

\* \* \*

**Limitations:** Defendants do not warrant or guarantee any repairs performed at third-party (non-BMW) repair shops and, should any such repairs fail after a Settlement Class Member has made a claim under the Settlement, the Settlement Class Member will not be entitled to submit an additional claim.

In order to obtain reimbursement for eligible past expenses, you must submit a Claim Form and include all of the documentation described above and identified on the Claim Form.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

## B. Service Campaign for Class Vehicles

If you currently own or lease a Class Vehicle, you may be eligible for service credits and other relief going forward (after the Effective Date).

### i. *N63 Customer Care Package*

Defendants have already made available at no cost to current owners and lessees of Class Vehicles the “N63 Customer Care Package” (described in BMW Service Information Bulletin SI B11 06 14) intended to eliminate or reduce excess engine oil consumption and premature battery failure. The N63 Customer Care Package is available regardless of the age or mileage of a Class Vehicle; however, each Class Vehicle is entitled to receive the N63 Customer Care Package only once. If you’re unsure whether the N63 Customer Care Package has been performed on your Class Vehicle, you can contact your local BMW Center or BMW NA Customer Relations (at 800-831-1117). When contacting your BMW Center or BMW NA Customer Relations, please have your Class Vehicle’s Vehicle Identification Number (“VIN”) available. (The VIN can be found on the metal plate at the bottom of the driver’s side front windshield or on your sale or title documents.)

If your Class Vehicle has not yet received the N63 Customer Care Package, you may schedule an appointment to take it to your local BMW Center to have it performed at no cost.

### ii. *Three (3) Free Future Oil Services*

Current owners or lessees of Class Vehicles will receive 3 future Oil Services (up to \$75 per Oil Service) on a Class Vehicle performed at a BMW Center during the earlier of 10 years or 120,000 miles from the in-service date of the Class Vehicle. A voucher for those future Oil Services is included with this package. The Oil Services will become available after the Settlement is effective.

### iii. *Oil-Consumption Testing*

If, during the earlier of the first 10 years or 120,000 miles that a Class Vehicle has been on the road, but in no event less than 1 year or 12,000 miles from the Effective Date, the Class Vehicle’s “Low Oil” light illuminates before the Condition Based Service (“CBS”) Indicator or the “oil service” light comes on, BMW will provide up to three (3) Oil-Consumption Tests per Class Vehicle at a BMW Center at no cost to the then-current owner or lessee of the Class Vehicle. The Oil-Consumption Test will help to determine whether the Class Vehicle is consuming an excess amount of oil. BMW will provide the applicable repairs, including diagnosis, at no charge to correct a failed Oil-Consumption Test, up to the earlier of 10 years or 120,000 miles from the Class Vehicle’s in-service date at the time of the failed Oil-Consumption Test.

### iv. *Engine Replacement*

Class Members who are then-current owners or lessees of Class Vehicles may be eligible to receive one (1) replacement engine, which will include the cylinder heads, per Class Vehicle during the earlier of 10 years or 120,000 miles from a Class Vehicle’s in-service date, if:

- a. the N63 Customer Care Package (described in Service Information Bulletin SI B11 06 14) has been performed on the Class Vehicle; and
- b. the Class Vehicle thereafter fails two (2) Oil-Consumption Tests; and
- c. BMW cannot completely resolve the excess oil consumption issue after the second failed Oil-Consumption Test and second repair attempt; and
- d. the Class Vehicle is then brought back to a BMW Center for an Oil Consumption issue and the BMW Center confirms that there in fact remains an Oil Consumption issue; and
- e. the Class Member agrees to “contribute” to the total replacement cost of the engine (inclusive of parts and labor) as follows:

<i>Odometer Miles at the time of Return to a BMW Center for an Oil-Consumption Issue After Second failed Oil-Consumption Test and Second Repair Attempt</i>	<i>Customer Contribution</i>	<i>BMW Contribution</i>	
<i>50,001</i>	<i>60,000</i>	<i>5%</i>	<i>95%</i>
<i>60,001</i>	<i>70,000</i>	<i>15%</i>	<i>85%</i>
<i>70,001</i>	<i>80,000</i>	<i>30%</i>	<i>70%</i>
<i>80,001</i>	<i>90,000</i>	<i>45%</i>	<i>55%</i>
<i>90,001</i>	<i>100,000</i>	<i>60%</i>	<i>40%</i>

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
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100,001	110,000	75%	25%
110,001	120,000	90%	10%
120,001	above	100%	0%

*Note: If a Class Vehicle is brought to a BMW Center and BMW, in its discretion, determines not to attempt to make a repair related to excess oil consumption, but instead to replace the engine due to the excess oil consumption, the Class Member will have the option for an engine replacement but must agree to contribute to the total replacement cost of the engine (inclusive of parts and labor) in the percentage associated with the odometer mileage of the Class Vehicle at the time BMW determines to recommend replacing the engine rather than attempting to repair it as set forth in the chart above.*

v. Replacement Battery

For Class Vehicles that can be retrofitted with a 105Ah battery, BMW will provide the Settlement Class Member who is a current owner or lessee with one (1) new 105Ah battery to replace the 90Ah battery if they did not previously receive a replacement battery, and, thereafter, 105Ah replacement batteries at a BMW Center, if the 105Ah battery fails within two (2) years of installation (not due to customer negligence) as evidenced by a prior invoice for replacement of the battery.

For Class Vehicles with a 90Ah battery (as of the Settlement Class Notice Date), that cannot accommodate the 105Ah battery, BMW will provide the Settlement Class Member who is a current owner or lessee with 90Ah replacement batteries at a BMW Center, if any such battery fails within two (2) years of installation (not due to customer negligence) as evidenced by a prior invoice for replacement of the battery.

**C. New Vehicle Credit Voucher**

Included with this Notice is a voucher good for \$1,500 towards the purchase or lease of a new BMW 6 or 7 Series vehicle or \$1,000 towards the purchase or lease of any other new BMW vehicle. The voucher will be transferable to immediate family members (children, parents, and siblings) and will be valid for one (1) year from the Effective Date of this Settlement.

As part of the claims-confirmation process, a claim for reimbursement will be rejected if: (1) the Vehicle’s warranty was voided because (a) the VIN has been altered or cannot be read, (b) the Vehicle has been declared a total loss or sold for salvage purposes (for reasons unrelated to excess oil consumption or premature battery failure issues), or (c) the Vehicle has been used in any competitive racing event (this does not include non-driving events where the Vehicle is on display); (2) the VIN number associated with the claim does not match the Settlement Class Member’s VIN number; or (3) the claim for reimbursement is (a) for an item or service that is not covered under this Settlement Agreement, or (b) for which a claim under this Settlement Agreement has already been made and paid, or (c) for which the Class Member has received “goodwill” or other cost/price adjustment, coupon, reimbursement, or refund from BMW NA, a BMW Center, an insurer or any person or entity associated with Defendants, equal to or in excess of the amount of the claim submitted.

**7. What am I giving up in exchange for the Settlement benefits?**

If the Settlement becomes final, Class Members will be releasing Defendants and related people and entities from all of the claims described and identified in Section VII.A of the Settlement Agreement. In essence, the claims released by Class Members are all claims (except for personal injury or damage to property other than the Class Vehicle) that could arise based on excess engine oil consumption or premature battery failure in the Class Vehicles. The Settlement Agreement is available at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

Judge Arleo has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

**8. How do I get the benefits of the Settlement?**

If you are a Class Member and the N63 Customer Care Package has not yet been performed on your vehicle, you can schedule an appointment with your local BMW Center to have it performed.

If are a Class Member and would like to obtain the other Service Campaign benefits described in Answer 6.B., above, you can do so after the Effective Date of the Settlement by making an appointment for the Service Campaign with an authorized BMW Center in your area. *The Effective Date is thirty (30) days after Judge Arleo gives final approval of the Settlement, unless an appeal is filed, in which case it may be longer.*

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
 PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

If you are a Class Member and would like to obtain the reimbursement benefits (described in Answer 6.A., above), you need to complete the Claim Form that accompanies this Notice and mail or email it, with all the required proofs, to the address provided on the Claim Form. Additional Claim Forms are available at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). The current deadline for submitting Claim Forms is **October 10, 2018**.

You may use the Future Oil Services and New Vehicle Discount vouchers included with this Notice after the Effective Date. *The Effective Date is thirty (30) days after Judge Arleo gives final approval of the Settlement, unless an appeal is filed, in which case it may be longer.*

These benefits are also subject to limitations, which are discussed in the answer to Question 6.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the following toll-free number: **1-877-832-4402**.

#### **9. What if my claim is denied?**

There is a process in the Settlement Agreement to resolve disagreements between you and Defendants over your claim. During this process, the court-appointed lawyers listed in the answer Question 15 below will represent you in any dispute regarding relief under the terms of the Settlement, and the dispute will be handled in accordance with the procedures set forth in the Settlement Agreement. You may have the right to appeal any denied claim to a Special Master. If you have questions regarding this process, visit [www.BangClassSettlement.com](http://www.BangClassSettlement.com) to see a copy of the Settlement Agreement, or contact Class Counsel below.

#### **10. When will I get the Settlement benefits?**

- 1) If you have submitted a claim, your Claim Form will be processed and payments will be issued on a continuing, rolling basis after the Effective Date.

*Please be patient, and feel free to check the website or call the toll-free phone number listed above for current status.*

- 2) If your vehicle hasn't yet received the N63 Customer Care Package, you can contact your BMW Center to have it performed at any time.
- 3) After the Effective Date, you can schedule an appointment with your BMW Center for Oil-Consumption Testing and, if required, engine replacement.
- 4) The free Future Oil Services (described in Answer 6.B.ii, above) and New Vehicle Discount vouchers (described in Answer 6.C., above) included with this Notice will be valid after the Effective Date.

#### **11. Can I exclude myself from this Settlement?**

Yes. If you want to keep the right to sue or if you are already suing Defendants in another action over the legal issues in this case, then you must take steps to opt out of this Settlement. This is called asking to be excluded from – sometimes called “opting out” of – the Settlement.

#### **12. If I exclude myself, can I get anything from this Settlement?**

No. If you ask to be excluded, you cannot object to the Settlement and you will not receive any of the benefits of the Settlement, other than the N63 Customer Care Package described in Answer 6.B.i., above. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

#### **13. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves.

#### 14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. Be sure to include: (1) your full name and current address; (2) the model-year and VIN of your Class Vehicle(s) and the date(s) of purchase/lease; (3) specifically and clearly state your desire to be excluded from the Settlement and from the Settlement Class; and (4) your signature. You cannot ask to be excluded over the phone or via the internet. You must mail your request to be excluded, postmarked no later than **August 23, 2018**, to the Settlement Administrator at the address below:

Bang Settlement Administrator - 6013  
PO Box 44  
Minneapolis, MN 55440-0044

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement.

#### 15. Do I have a lawyer in the case?

The Plaintiffs and you have been represented by a number of lawyers and several law firms that have prosecuted this case together. Judge Arleo has appointed the following lawyers to represent you and other Class Members as "Class Counsel":

Matthew D. Schelkopf  
Joseph G. Sauder  
Joseph B. Kenney  
McCune Wright Arevalo, LLP  
555 Lancaster Avenue  
Berwyn, Pennsylvania 19312  
Telephone: (610) 200-0581  
Facsimile: (610) 421-1326  
[mds@mccunewright.com](mailto:mds@mccunewright.com)  
[jgs@mccunewright.com](mailto:jgs@mccunewright.com)  
[jbk@mccunewright.com](mailto:jbk@mccunewright.com)

Eric D. Barton  
Sarah Ruane  
Melody Dickson  
Wagstaff & Cartmell LLP  
4740 Grand Avenue, Suite 300  
Kansas City, Missouri 64112  
Telephone: (816) 701-1100  
[ebarton@wcllp.com](mailto:ebarton@wcllp.com)  
[mdisckson@wcllp.com](mailto:mdisckson@wcllp.com)

David C. Wright  
Richard D. McCune  
McCune Wright Arevalo, LLP  
3281 East Guasti Road, Suite 100  
Ontario, California 91761  
Telephone: (909) 557-1250  
Facsimile: (909) 557-1275  
[dcw@mccunewright.com](mailto:dcw@mccunewright.com)  
[rdm@mccunewright.com](mailto:rdm@mccunewright.com)

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

#### 16. How will the lawyers be paid?

As part of the resolution of the Action, Class Counsel and Defendants have agreed that Class Counsel may apply for an award of attorneys' fees, costs, and expenses not to exceed \$3,022,000.00, as well as service awards to the eight Plaintiffs in the amount of \$3,500.00 (\$28,000.00 in total). Defendants have agreed not to oppose this request. The Parties have also agreed that Class Counsel will not seek payment of any amount in excess of \$3,022,000.00 for attorneys' fees, costs, and expenses as well as service awards to the eight Plaintiffs in the amount of \$3,500.00 (\$28,000.00 in total) if awarded by Judge Arleo. The Class Counsel fees and expenses, as well as the service awards to the class representatives, will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Class Members. Defendants will also separately pay the costs to administer the Settlement. Judge Arleo will determine the amount of attorneys' fees, costs, and expenses and service awards after evaluating Plaintiffs' submission.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
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**17. How do I tell the Court if I don't like the Settlement?**

You can object to the Settlement if you don't like some part of it. You can give reasons why you think Judge Arleo should not approve it. To object, send a letter saying that you object to the Settlement in *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. You must include: (1) your full name, current address, current telephone number, and the name of your lawyer and your lawyer's address if you are represented by a lawyer other than Class Counsel; (2) the model year and VIN of your Class Vehicle(s) and the date(s) of purchase or lease; (3) the reasons why you object and the factual and legal reasons for your objection (including all relevant documents that pertain to your objection); (4) copies of relevant repair history or other proof that the objector has owned or leased the Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (5) a statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, and you have not opted out of the Settlement Class; (6) a detailed list of any other objections to any class action settlements you submitted to any court, whether state, federal, or otherwise, in the United States in the previous five (5) years; (7) a Notice of Intention to Appear at the Final Approval Hearing if you intend to appear in person at the hearing; and (8) your signature. **The objection must be mailed to the Court, the Settlement Administrator, Class Counsel, and Defendants' Counsel at the below addresses.** The mailed copies must be postmarked on or before **August 23, 2018**:

COURT	Clerk of Court United States District Court for the District of New Jersey Rev. Dr. Martin Luther King, Jr. Federal Building & U.S. Courthouse 50 Walnut Street Newark, New Jersey 01702	
SETTLEMENT ADMINISTRATOR	Bang Settlement Administrator - 6013 PO Box 44 Minneapolis, MN 55440-0044	
CLASS COUNSEL	Matthew D. Schelkopf Joseph G. Sauder Joseph B. Kenney McCune Wright Arevalo, LLP 555 Lancaster Avenue Berwyn, Pennsylvania 19312	Eric D. Barton Melody Dickson Wagstaff & Cartmell LLP 4740 Grand Avenue, Suite 300 Kansas City, MO 64112
DEFENDANTS' COUNSEL	Christopher J. Dalton Daniel Z. Rivlin Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582	

**18. What's the difference between objecting and excluding?**

Objecting is simply telling Judge Arleo that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Arleo that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**19. When and where will Judge Arleo decide whether to approve the Settlement?**

Judge Arleo will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **September 10, 2018 at 2:30 p.m.**, at the United States District Court for the District of New Jersey, Rev. Dr. Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102. At this hearing, Judge Arleo will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. If you have filed an objection on time, you may attend and ask to speak, but you don't have to. However, Judge Arleo will only listen to people who have asked to speak at the hearing (*See* Question 21 below). At this hearing, Judge Arleo will also decide the service awards for the Class Representatives, as well as the attorney's fees for the lawyers representing the Class Members. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. You should monitor [www.BangClassSettlement.com](http://www.BangClassSettlement.com) to find out if any dates have changed and to learn if Judge Arleo has approved the Settlement.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

### **20. Do I need to go to the hearing?**

No. Class Counsel will answer any questions Judge Arleo may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your valid written objection on time, Judge Arleo will consider it. You may also pay another lawyer to attend, but it's not required.

### **21. May I speak at the hearing?**

You may ask Judge Arleo for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Answer 17. Your Notice of Intent to Appear must be postmarked no later than **August 23, 2018**, and mailed to the addresses listed in Answer 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

### **22. What if I do nothing?**

If you do nothing, you will give up the right to be part of any other lawsuit against Defendants about the legal claims released by the Settlement. You will be entitled to take your Class Vehicle to a BMW Center for the Service Campaign benefits described in Answer 6.B., above. However, you will not receive any of the reimbursement benefits described in Answer 6.A. offered by this Settlement unless you timely submit a Claim Form.

### **23. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get copies of the Settlement Agreement and related documents at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). You may also write with questions to Bang Settlement Administrator - 6013, PO Box 44, Minneapolis, MN 55440-0044. You can also call the toll-free number, 1-877-832-4402.

**IMPORTANT LEGAL MATERIALS**



<<Name 1>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<Country>>

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**CLASS ACTION SETTLEMENT OIL SERVICE COUPON**

**Case:** *Bang, et al. v. BMW of North America, LLC, et al.*

<<VIN>>

**Current owners or lessees of a Class Vehicle (Model Year 2009 – 2014 BMW vehicle with an N63 engine) are eligible for the following benefit:**

- A credit of up to **\$75.00** toward the cost of “each” of the **three (3)** engine oil services\* on your **Class Vehicle** at an authorized BMW Center, **within the earlier of 10 years or 120,000 miles** from the vehicle’s original in-service date

**Conditions:**

- This credit will be available on or after the **Effective Date** of the Settlement, refer to [www.BangClassSettlement.com](http://www.BangClassSettlement.com).
- This credit may be used only towards engine oil services performed at an authorized BMW Center.
- The engine oil service(s) must occur within 10 years or 120,000 miles, whichever occurs first, from the vehicle’s original in-service date.
- You must retain and present this coupon to an authorized BMW Center when redeeming at your next scheduled engine oil service\* **after the Effective Date**.
- This coupon has “no cash value”. All other related costs beyond the \$75.00 credit will be at your expense.
- This original voucher must be presented to the BMW Center at redemption.
- This voucher will become invalid if you opt out of this Settlement.

The BMW Center will use this coupon to determine the remaining engine oil service credit(s) by each of the following VIN specific engine oil service codes identified below:

Oil Service 1	Dealer Stamp at time of Redemption	Date: ____ / ____ / ____
Oil Service 2	Dealer Stamp at time of Redemption	Date: ____ / ____ / ____
Oil Service 3	Dealer Stamp at time of Redemption	Date: ____ / ____ / ____





**IMPORTANT LEGAL MATERIALS**



<<Name 1>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<Country>>

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**CLASS ACTION SETTLEMENT CREDIT VOUCHER**

**Case:** *Bang, et al. v. BMW of North America, LLC, et al.*

<<VIN>>

VOUCHER CODE: <<VoucherCode>>

Current and Former Owners or Lessees of a Model Year 2009 - 2014 BMW vehicle equipped with an N63 engine (**Class Vehicle**) are eligible for **one** of the following benefits:

**\$1,500.00** credit voucher toward the purchase or lease of a new BMW 6 or 7 Series vehicle at an authorized BMW Center; or

**\$1,000.00** credit voucher toward the purchase or lease of any other new BMW model at an authorized BMW Center.

**Conditions:**

- This credit voucher is **transferable** to an immediate family member (children, parents, and siblings).
- This credit voucher has “**no cash value**”. All other related costs beyond the credit voucher will be solely at your expense.
- You must redeem it at an authorized BMW Center towards the purchase or lease of a **new** BMW vehicle.
- This credit voucher **can be used only once** towards the purchase or lease of a new BMW vehicle.
- This credit voucher is valid for one (1) year from the **Effective Date** of the Settlement, refer to [www.BangClassSettlement.com](http://www.BangClassSettlement.com).
- This original voucher must be presented to the BMW Center at redemption.
- This voucher will become invalid if you opt out of this Settlement.

Select One (The BMW Center will validate this voucher and provide you with the credit you select.)

\$1,500 credit

\$1,000 credit





**IMPORTANT LEGAL MATERIALS**



UAA <<SequenceNo>>

<<Name 1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>

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01

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_ Zip Code: \_\_\_\_\_

**CLAIM FORM TO RECEIVE REIMBURSEMENT FOR ELIGIBLE PAST EXPENSES IN  
BANG v. BMW OF NORTH AMERICA, LLC**

**Complete this form only if you wish to make a claim for reimbursement for eligible past expenses benefits available under the Settlement.**

**PLEASE TYPE OR PRINT LEGIBLY**

This form must be submitted or postmarked on or before **October 10, 2018**

***You must supply all of the following information in order to obtain reimbursement for eligible past expenses under this Settlement.***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

BMW Model Year: 20 \_\_\_\_ Model: \_\_\_\_\_ (ex: 550 or X6)

Vehicle Identification Number: \_\_\_\_\_

(The VIN is 17 characters and can be found on the metal plate at the bottom of the driver's side front windshield or on your sale or title documents.)

Date of Purchase/Lease: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**YOU MAY BE ELIGIBLE FOR ONE OR MORE OF THE FOLLOWING BENEFITS/REIMBURSEMENTS FOR PAST EXPENSES PROVIDED UNDER THE SETTLEMENT:**

- A. Reimbursement for Past Oil Services or Vouchers for Future Oil Services**
- B. Reimbursement for up to 7 Quarts of Oil Previously Purchased Between Oil Services**
- C. Reimbursement for Past Towing/Rental/Roadside-Assistance Service**
- D. Reimbursement for the Past Replacement of a Battery that was less than 3 Years Old**

**PLEASE COMPLETE THIS CLAIM FORM ONLY IF YOU ARE SEEKING ANY OF THE BENEFITS/REIMBURSEMENTS LISTED ABOVE.**

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**





You **MUST** submit this Claim Form if you are seeking reimbursement for any of the items listed in A-D on the previous page. You do **not** need to submit this Claim Form if you are **only** seeking the relief detailed in items E-H (below):

- E. You are a current owner or lessee of a Class Vehicle seeking to have the “N63 Customer Care Package” performed on your Class Vehicle, and your Class Vehicle has not yet received the N63 Customer Care Package; you should contact your local BMW Center to schedule an appointment.
- F. You are a current owner or lessee of a Class Vehicle seeking Oil-Consumption Testing or engine replacement following failed oil-consumption tests, please check the Settlement website [www.BangClassSettlement.com](http://www.BangClassSettlement.com) after September 10, 2018 to see if the Settlement has been approved and become effective. After the Settlement has become effective, you can make an appointment with a BMW Center.
- G. You are a current owner or lessee of a Class Vehicle seeking three (3) Future Oil Services on a Class Vehicle; a voucher for those services is included with this Notice Package. \* Those Future Oil Services will be available after the Settlement has become effective.
- H. You are a current or former owner or lessee of a Class Vehicle seeking to obtain the New Vehicle Discount; a voucher for that benefit is included with this Notice Package. The New Vehicle Discount will be available after the Settlement has become effective.

In order to expedite your claim submission and processing, please place a check mark (✓) or (X) next to each benefit you are seeking (you may be eligible for more than one benefit):

	Reimbursement for Past Oil Services and/or Vouchers for Future Oil Services (go to “A” below)
	Reimbursement for up to 7 Quarts of Oil Previously Purchased Between Oil Services (go to “B” below)
	Reimbursement for Past Towing/Rental/Roadside-Assistance Service (go to “C” below)
	Reimbursement for Past Replacement of a Battery that was less than 3 Years Old (go to “D” below)

PLEASE SEE QUESTIONS 7 AND 9 ON THE NOTICE FORM FOR MORE INFORMATION AND LIMITATIONS.

### CLAIMS FOR REIMBURSEMENT FOR PAST EXPENSES

If you are seeking reimbursement for past expenses, please follow these instructions. You can seek reimbursement for more than one category. Please print the applicable reimbursement category or categories (A, B, C, and/or D) on the top right-hand corner of any documents that you submit to support a reimbursement claim.

#### A. Reimbursement for Past Oil Services

To obtain reimbursement for up to three (3) past oil services (not to exceed \$75 each), you must submit for each oil service claimed documents showing:

- a. The amount you paid for the oil service as evidenced by a repair invoice; and
- b. That the oil service occurred prior to 10 years/ 120,000 miles from your Class Vehicle’s in-service date; and
- c. That the oil service took place less than 12 months/ 10,500 miles after a previous oil service as evidenced by the repair invoice of the prior oil service and the invoice for the oil service for which you are seeking reimbursement.

For each set of supporting documents submitted (up to 3), please indicate that they are being submitted for **Reimbursement Category A** by writing “A” in the top right-hand corner of each document. *Alternatively, instead of reimbursement, you can choose to receive a voucher good for a future oil service on a Class Vehicle. Please note your choice below.*





You can use the table below for each oil service that you are seeking to have reimbursed or for which you are seeking a voucher for a future oil service.

Claim		Mileage	Date	Cash	Voucher
1	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				
2	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				
3	Oil service for which you are seeking reimbursement			<input type="checkbox"/>	<input type="checkbox"/>
	Prior oil service				
	<i>Difference (must be less than 12 months/10,500 miles)</i>				

**B. Reimbursement for Past Oil Purchases for up to 7 Quarts of Oil Previously Purchased Between Oil Services**

To obtain reimbursement for the cost (up to \$10 per quart) of up to seven (7) quarts of oil that you purchased between oil services, you must submit documents showing that:

- a. The oil was of the same type and grade specified for your Class Vehicle in the owner’s manual or on the vehicle, as evidenced by a proof of purchase or a repair order/service invoice; and
- b. There was at least one (1) prior oil-consumption complaint about your Class Vehicle to BMW NA or an authorized BMW Center, as confirmed by a repair order, a BMW NA Customer Relations Report, or other written documentation of an oil-consumption complaint to BMW NA or to one of its authorized centers; and
- c. Your Class Vehicle had fewer than 10 years and 120,000 miles at the time of oil purchase(s) as evidenced by required proofs, for example, service records from before and/or after the oil purchase.

For each set of supporting documents submitted (for up to seven (7) quarts of oil), please indicate that they are being submitted for **Reimbursement Category B** by writing “B” in the top right hand corner of each document.

**C. Reimbursement for Past Towing/Rental/Roadside-Assistance Service**

To obtain reimbursement of up to \$50 for the cost of one (1) towing/rental/roadside-assistance service you incurred because of an excess oil consumption or premature battery failure issue, you must submit documents showing that:

- a. Your Class Vehicle was towed to an authorized BMW Center or a third-party repair facility as evidenced by a repair order or service invoice; and
- b. The repair order or service invoice states that the towing/rental/roadside-assistance service was related to an excess oil consumption or a premature battery failure issue.

Please indicate that the supporting documents are being submitted for **Reimbursement Category C** by writing “C” in the top right-hand corner of each document.

**D. Reimbursement for Past Replacement of a Battery that Was Less than 3 Years Old**

If you are seeking reimbursement for one (1) replacement of a 90 Ah or 105 Ah battery, you must submit documents showing that:

- a. You purchased a 90 Ah or 105Ah battery;
- b. The replaced (discharged) battery was less than 3 years old; and
- c. You purchased the replacement (new) battery outside the 4 year/50,000 mile New Vehicle Limited Warranty period.

Please indicate that the supporting documents are being submitted for **Reimbursement Category D** by writing “D” in the top right-hand corner of each document.



Did you receive any "goodwill" or other cost/price adjustment, coupon, reimbursement, or refund from BMW NA, a BMW Center, insurer or any person or entity associated with Defendants, equal to or in excess of the amount of the claim submitted in connection with any of the above services, repairs, or replacement?

If so, please provide proof of same and explain below.

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**COMPLETED CLAIM FORMS CAN BE SUBMITTED BY MAIL OR ONLINE.**

IF SUBMITTING BY MAIL, COMPLETE THIS CLAIM FORM AND MAIL IT, POSTMARKED ON OR BEFORE **OCTOBER 10, 2018** TO:

Bang Settlement Administrator - 6013  
PO Box 44  
Minneapolis, MN 55440-0044

IF SUBMITTING ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT WWW.BANGCLASSSETTLEMENT.COM ON OR BEFORE **OCTOBER 10, 2018**.

**CLAIMANT DECLARATION**

I declare under penalty of perjury that the information above and the documents I have supplied are true and correct to the best of my knowledge.

Signed On: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(DD/MM/YYYY)

in \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person signing - if applicable)

## United States District Court for the District of New Jersey

**If you are a current or former owner or lessee of a model-year 2009 to 2014 BMW vehicle with an “N63” engine, you could get benefits from a class-action settlement.**

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

- A nationwide settlement has been reached in a class action lawsuit against BMW of North America, LLC and Bayerische Motoren Werke Aktiengesellschaft involving certain model-year 2009 to 2014 BMW 5 series, 6 series, 7 series, X5, and X6 vehicles equipped with an N63 engine.
- The Settlement provides an opportunity to be reimbursed for certain past expenses and to obtain free future benefits, which are explained more fully below.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		
<b>SUBMIT A CLAIM FORM AND/OR TAKE YOUR CLASS VEHICLE TO AN AUTHORIZED BMW CENTER</b>	Make a claim to receive the valuable reimbursements for eligible past expenses and benefits potentially available to you under the Settlement and/or take your vehicle to an authorized BMW Center for certain free services after the Settlement is approved and/or utilize the new vehicle discount voucher and free future oil services vouchers.	Claims must be submitted by <b>October 10, 2018</b> . <i>See Question 8, below.</i> You may bring your Class Vehicle to a BMW Center and/or utilize the new vehicle discount voucher and free future oil services vouchers after the Settlement is approved. <i>See Question 6, below.</i>
<b>EXCLUDE YOURSELF</b>	Write to the Settlement Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendants about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by <b>August 23, 2018</b> . <i>See Question 12, below.</i>
<b>OBJECT</b>	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by <b>August 23, 2018</b> . <i>See Question 17, below.</i>
<b>GO TO A HEARING</b>	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for <b>September 10, 2018</b> . <i>See Question 19, below.</i>
<b>DO NOTHING</b>	Give up many of the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendants about the legal claims released by the Settlement.	<i>See Question 22, below.</i>

- These rights and options -- *and the deadlines to exercise them* -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient and check the settlement website for updates.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

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### **1. Why have I received this notice?**

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this notice because BMW's records indicate that you are a current or former owner or lessee of a model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, or X6 vehicle equipped with an N63 engine purchased or leased in the United States or Puerto Rico.

Judge Madeline Cox Arleo of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, known as *Bang, et al. v. BMW of North America, LLC and Bavarian Motor Works*, Civil Action No. 2:15-cv-06945 (the "Action"). Joon Bang, Razvan Victor Bengulescu, Gerald Bezems, Scott Crockett, Rifat Gorener, Christopher Lesieur, Lawrence Marcus, and Mikhail Suleymanov, the people who sued, are called the "Plaintiffs," and the companies that were sued, BMW of North America, LLC ("BMW NA"), and Bayerische Motoren Werke Aktiengesellschaft ("BMW AG"), are called the "Defendants."

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**  
**PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

## 2. What is the lawsuit about?

This lawsuit involves model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, and X6 vehicles equipped with N63 engines that were purchased or leased in the United States or Puerto Rico (the “Class Vehicles”). The lawsuit alleges that the Class Vehicles consume excessive amounts of engine oil, requiring additional oil changes and the need for adding engine oil between regular oil changes, as well as substantial battery drain potentially causing premature battery failure. BMW AG, which manufactures BMW vehicles, and BMW NA, which distributes and warrants BMW vehicles in the U.S., deny these allegations and stand behind and support their products.

## 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representatives in the Action are the Plaintiffs identified above. You have received this notice because you have been identified as potentially being a Class Member.

## 4. Why is there a Settlement?

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendants from liability for the claims that were raised or could have been raised in the Action involving the Class Vehicles’ alleged engine oil consumption and battery failure issues. The Settlement does not mean that the Defendants broke any laws, or otherwise did anything wrong, because Judge Arleo did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is fair and reasonable for the Class.

## 5. How do I know if I am part of the Settlement? What vehicles are included in the Settlement?

The Settlement Class includes all persons or entities in the United States and Puerto Rico who currently own or lease, or previously owned or leased, certain U.S. specification model-year 2009-2014 BMW 5 series, 6 series, 7 series, X5, or X6 vehicles equipped with an N63 engine purchased or leased in the United States or Puerto Rico, which include the following vehicles:

Model Year Designation	Production Range	Model Designation
2009 to 2012	3/2009 to 6/2012	7 Series Sedan (F01 & F02)
2010 to 2013	4/2010 to 6/2012	7 Series Active Hybrid (F04)
2010 to 2012	9/2009 to 6/2012	5 Series Gran Turismo (F07)
2010 to 2013	3/2010 to 7/2013	5 Series Sedan (F10)
2011 to 2012	3/2011 to 7/2012	6 Series Convertible (F12)
2011 to 2012	7/2011 to 7/2012	6 Series Coupe (F13)
2010 to 2013	3/2010 to 6/2013	X5 SAV (E70)
2009 to 2014	7/2008 to 6/2014	X6 SAV (E71)
2009 to 2012	9/2009 to 9/2011	X6 Active Hybrid SAV (E72)

*Please note that not all vehicles in the model years identified above contained the N63 engine at issue in the Action. You have received this notice because BMW’s records indicate that you have or had a BMW vehicle with an N63 engine. If you’re not sure whether you are included in the Settlement Class, you may call 1-877-832-4402 with questions.*

## 6. What are the benefits of the Settlement?

If Judge Arleo grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), you may be entitled to some or all of the following benefits.

### A. Reimbursement for Past Expenses

Class Members may be eligible for reimbursement of various expenses related to excessive engine oil consumption and premature battery failure.

#### i. Reimbursement for Past Oil Services

Class Members are eligible to receive reimbursement for the cost (not to exceed \$75 each) of up to 3 past Oil Services on a Class Vehicle if:

- a. The amounts were actually paid by the Class Member at the time of Oil Service as evidenced by a repair invoice; and
- b. The Oil Service occurred prior to 10 years/120,000 miles from the Class Vehicle’s in-service date; and
- c. The Oil Service took place less than 12 months/10,500 miles after a previous Oil Service as evidenced by the repair invoice of the prior Oil Service and the invoice for the Oil Service for which reimbursement is sought.

In the alternative, Class Members may elect to receive one (1) free future Oil Service in lieu of reimbursement for each qualifying past Oil Service, in addition to the future free Oil Services provided below (see Answer 6.B.ii).

#### ii. Reimbursement for Past Oil Purchases for up to 7 Quarts of Oil Purchased Between Oil Services

Class Members are eligible to receive reimbursement of the cost (up to \$10 per quart) of up to seven (7) quarts of oil that the Class Member purchased between oil services prior to the Effective Date if:

- a. The oil was of the same type and grade specified for the Class Vehicle in the owner’s manual or on the vehicle, as evidenced by proof of purchase, repair order, or service invoice; and
- b. At least one (1) prior oil-consumption complaint about the Class Vehicle was communicated to BMW NA or an authorized BMW Center, as confirmed by a repair order, Customer Relations Report, or other written documentation of an oil-consumption complaint to BMW NA or to one of its authorized BMW Centers; and
- c. The Class Vehicle had fewer than 10 years and 120,000 miles at the time of oil purchase(s) as evidenced by required proofs, for example, service records from before and/or after oil purchase.

#### iii. Reimbursement for Towing/Rental/Roadside-Assistance Service

Class Members are eligible to receive reimbursement up to \$50 for the cost of one (1) towing/rental/roadside assistance incurred by Settlement Class Members because of an excess oil consumption or premature battery failure issue if:

- a. the Class Vehicle was towed to an authorized BMW Center or a third-party repair facility as evidenced by a repair/service invoice; and
- b. the Class Member repair/service invoice states that the towing/rental/roadside-assistance service was related to an excess oil consumption or a premature battery failure issue.

#### iv. Reimbursement for Past Replacement of a Battery that Was Less than 3 Years Old

Class Members are eligible to receive reimbursement for the cost of one (1) replacement of a 90 Ah or 105 Ah battery purchased prior to the mailing of the Class Notice, where the Class Member provides proof that (a) the Class Member purchased a new battery, (b) the replaced (discharged) battery was less than 3 years old, and (c) the replacement (new) battery was purchased outside the 4 year/50,000 mile New Vehicle Limited Warranty period.

\* \* \*

**Limitations:** Defendants do not warrant or guarantee any repairs performed at third-party (non-BMW) repair shops and, should any such repairs fail after a Settlement Class Member has made a claim under the Settlement, the Settlement Class Member will not be entitled to submit an additional claim.

In order to obtain reimbursement for eligible past expenses, you must submit a Claim Form and include all of the documentation described above and identified on the Claim Form.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
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## B. Service Campaign for Class Vehicles

If you currently own or lease a Class Vehicle, you may be eligible for service credits and other relief going forward (after the Effective Date).

### i. *N63 Customer Care Package*

Defendants have already made available at no cost to current owners and lessees of Class Vehicles the “N63 Customer Care Package” (described in BMW Service Information Bulletin SI B11 06 14) intended to eliminate or reduce excess engine oil consumption and premature battery failure. The N63 Customer Care Package is available regardless of the age or mileage of a Class Vehicle; however, each Class Vehicle is entitled to receive the N63 Customer Care Package only once. If you’re unsure whether the N63 Customer Care Package has been performed on your Class Vehicle, you can contact your local BMW Center or BMW NA Customer Relations (at 800-831-1117). When contacting your BMW Center or BMW NA Customer Relations, please have your Class Vehicle’s Vehicle Identification Number (“VIN”) available. (The VIN can be found on the metal plate at the bottom of the driver’s side front windshield or on your sale or title documents.)

If your Class Vehicle has not yet received the N63 Customer Care Package, you may schedule an appointment to take it to your local BMW Center to have it performed at no cost.

### ii. *Three (3) Free Future Oil Services*

Current owners or lessees of Class Vehicles will receive 3 future Oil Services (up to \$75 per Oil Service) on a Class Vehicle performed at a BMW Center during the earlier of 10 years or 120,000 miles from the in-service date of the Class Vehicle. A voucher for those future Oil Services is included with this package. The Oil Services will become available after the Settlement is effective.

### iii. *Oil-Consumption Testing*

If, during the earlier of the first 10 years or 120,000 miles that a Class Vehicle has been on the road, but in no event less than 1 year or 12,000 miles from the Effective Date, the Class Vehicle’s “Low Oil” light illuminates before the Condition Based Service (“CBS”) Indicator or the “oil service” light comes on, BMW will provide up to three (3) Oil-Consumption Tests per Class Vehicle at a BMW Center at no cost to the then-current owner or lessee of the Class Vehicle. The Oil-Consumption Test will help to determine whether the Class Vehicle is consuming an excess amount of oil. BMW will provide the applicable repairs, including diagnosis, at no charge to correct a failed Oil-Consumption Test, up to the earlier of 10 years or 120,000 miles from the Class Vehicle’s in-service date at the time of the failed Oil-Consumption Test.

### iv. *Engine Replacement*

Class Members who are then-current owners or lessees of Class Vehicles may be eligible to receive one (1) replacement engine, which will include the cylinder heads, per Class Vehicle during the earlier of 10 years or 120,000 miles from a Class Vehicle’s in-service date, if:

- a. the N63 Customer Care Package (described in Service Information Bulletin SI B11 06 14) has been performed on the Class Vehicle; and
- b. the Class Vehicle thereafter fails two (2) Oil-Consumption Tests; and
- c. BMW cannot completely resolve the excess oil consumption issue after the second failed Oil-Consumption Test and second repair attempt; and
- d. the Class Vehicle is then brought back to a BMW Center for an Oil Consumption issue and the BMW Center confirms that there in fact remains an Oil Consumption issue; and
- e. the Class Member agrees to “contribute” to the total replacement cost of the engine (inclusive of parts and labor) as follows:

<i>Odometer Miles at the time of Return to a BMW Center for an Oil-Consumption Issue After Second failed Oil-Consumption Test and Second Repair Attempt</i>	<i>Customer Contribution</i>	<i>BMW Contribution</i>	
<i>50,001</i>	<i>60,000</i>	<i>5%</i>	<i>95%</i>
<i>60,001</i>	<i>70,000</i>	<i>15%</i>	<i>85%</i>
<i>70,001</i>	<i>80,000</i>	<i>30%</i>	<i>70%</i>
<i>80,001</i>	<i>90,000</i>	<i>45%</i>	<i>55%</i>
<i>90,001</i>	<i>100,000</i>	<i>60%</i>	<i>40%</i>

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100,001	110,000	75%	25%
110,001	120,000	90%	10%
120,001	above	100%	0%

*Note: If a Class Vehicle is brought to a BMW Center and BMW, in its discretion, determines not to attempt to make a repair related to excess oil consumption, but instead to replace the engine due to the excess oil consumption, the Class Member will have the option for an engine replacement but must agree to contribute to the total replacement cost of the engine (inclusive of parts and labor) in the percentage associated with the odometer mileage of the Class Vehicle at the time BMW determines to recommend replacing the engine rather than attempting to repair it as set forth in the chart above.*

v. Replacement Battery

For Class Vehicles that can be retrofitted with a 105Ah battery, BMW will provide the Settlement Class Member who is a current owner or lessee with one (1) new 105Ah battery to replace the 90Ah battery if they did not previously receive a replacement battery, and, thereafter, 105Ah replacement batteries at a BMW Center, if the 105Ah battery fails within two (2) years of installation (not due to customer negligence) as evidenced by a prior invoice for replacement of the battery.

For Class Vehicles with a 90Ah battery (as of the Settlement Class Notice Date), that cannot accommodate the 105Ah battery, BMW will provide the Settlement Class Member who is a current owner or lessee with 90Ah replacement batteries at a BMW Center, if any such battery fails within two (2) years of installation (not due to customer negligence) as evidenced by a prior invoice for replacement of the battery.

**C. New Vehicle Credit Voucher**

Included with this Notice is a voucher good for \$1,500 towards the purchase or lease of a new BMW 6 or 7 Series vehicle or \$1,000 towards the purchase or lease of any other new BMW vehicle. The voucher will be transferable to immediate family members (children, parents, and siblings) and will be valid for one (1) year from the Effective Date of this Settlement.

As part of the claims-confirmation process, a claim for reimbursement will be rejected if: (1) the Vehicle’s warranty was voided because (a) the VIN has been altered or cannot be read, (b) the Vehicle has been declared a total loss or sold for salvage purposes (for reasons unrelated to excess oil consumption or premature battery failure issues), or (c) the Vehicle has been used in any competitive racing event (this does not include non-driving events where the Vehicle is on display); (2) the VIN number associated with the claim does not match the Settlement Class Member’s VIN number; or (3) the claim for reimbursement is (a) for an item or service that is not covered under this Settlement Agreement, or (b) for which a claim under this Settlement Agreement has already been made and paid, or (c) for which the Class Member has received “goodwill” or other cost/price adjustment, coupon, reimbursement, or refund from BMW NA, a BMW Center, an insurer or any person or entity associated with Defendants, equal to or in excess of the amount of the claim submitted.

**7. What am I giving up in exchange for the Settlement benefits?**

If the Settlement becomes final, Class Members will be releasing Defendants and related people and entities from all of the claims described and identified in Section VII.A of the Settlement Agreement. In essence, the claims released by Class Members are all claims (except for personal injury or damage to property other than the Class Vehicle) that could arise based on excess engine oil consumption or premature battery failure in the Class Vehicles. The Settlement Agreement is available at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

Judge Arleo has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.



## 8. How do I get the benefits of the Settlement?

If you are a Class Member and the N63 Customer Care Package has not yet been performed on your vehicle, you can schedule an appointment with your local BMW Center to have it performed.

If are a Class Member and would like to obtain the other Service Campaign benefits described in Answer 6.B., above, you can do so after the Effective Date of the Settlement by making an appointment for the Service Campaign with an authorized BMW Center in your area. *The **Effective Date** is thirty (30) days after Judge Arleo gives final approval of the Settlement, unless an appeal is filed, in which case it may be longer.*

If you are a Class Member and would like to obtain the reimbursement benefits (described in Answer 6.A., above), you need to complete the Claim Form that accompanies this Notice and mail or email it, with all the required proofs, to the address provided on the Claim Form. Additional Claim Forms are available at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). The current deadline for submitting Claim Forms is **October 10, 2018**.

You may use the Future Oil Services and New Vehicle Discount vouchers included with this Notice after the Effective Date. *The **Effective Date** is thirty (30) days after Judge Arleo gives final approval of the Settlement, unless an appeal is filed, in which case it may be longer.*

These benefits are also subject to limitations, which are discussed in the answer to Question 6.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the following toll-free number: **1-877-832-4402**.

## 9. What if my claim is denied?

There is a process in the Settlement Agreement to resolve disagreements between you and Defendants over your claim. During this process, the court-appointed lawyers listed in the answer Question 15 below will represent you in any dispute regarding relief under the terms of the Settlement, and the dispute will be handled in accordance with the procedures set forth in the Settlement Agreement. You may have the right to appeal any denied claim to a Special Master. If you have questions regarding this process, visit [www.BangClassSettlement.com](http://www.BangClassSettlement.com) to see a copy of the Settlement Agreement, or contact Class Counsel below.

## 10. When will I get the Settlement benefits?

- 1) If you have submitted a claim, your Claim Form will be processed and payments will be issued on a continuing, rolling basis after the Effective Date.

*Please be patient, and feel free to check the website or call the toll-free phone number listed above for current status.*

- 2) If your vehicle hasn't yet received the N63 Customer Care Package, you can contact your BMW Center to have it performed at any time.
- 3) After the Effective Date, you can schedule an appointment with your BMW Center for Oil-Consumption Testing and, if required, engine replacement.
- 4) The free Future Oil Services (described in Answer 6.B.ii, above) and New Vehicle Discount vouchers (described in Answer 6.C., above) included with this Notice will be valid after the Effective Date.

## 11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendants in another action over the legal issues in this case, then you must take steps to opt out of this Settlement. This is called asking to be excluded from – sometimes called “opting out” of – the Settlement.

## 12. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement and you will not receive any of the benefits of the Settlement, other than the N63 Customer Care Package described in Answer 6.B.i., above. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

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

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

#### 14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. Be sure to include: (1) your full name and current address; (2) the model-year and VIN of your Class Vehicle(s) and the date(s) of purchase/lease; (3) specifically and clearly state your desire to be excluded from the Settlement and from the Settlement Class; and (4) your signature. You cannot ask to be excluded over the phone or via the internet. You must mail your request to be excluded, postmarked no later than **August 23, 2018**, to the Settlement Administrator at the address below:

Bang Settlement Administrator - 6013  
PO Box 44  
Minneapolis, MN 55440-0044

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement.

#### 15. Do I have a lawyer in the case?

The Plaintiffs and you have been represented by a number of lawyers and several law firms that have prosecuted this case together. Judge Arleo has appointed the following lawyers to represent you and other Class Members as "Class Counsel":

Matthew D. Schelkopf  
Joseph G. Sauder  
Joseph B. Kenney  
McCune Wright Arevalo, LLP  
555 Lancaster Avenue  
Berwyn, Pennsylvania 19312  
Telephone: (610) 200-0581  
Facsimile: (610) 421-1326  
[mds@mccunewright.com](mailto:mds@mccunewright.com)  
[jgs@mccunewright.com](mailto:jgs@mccunewright.com)  
[jbk@mccunewright.com](mailto:jbk@mccunewright.com)

Eric D. Barton  
Sarah Ruane  
Melody Dickson  
Wagstaff & Cartmell LLP  
4740 Grand Avenue, Suite 300  
Kansas City, Missouri 64112  
Telephone: (816) 701-1100  
[ebarton@wcllp.com](mailto:ebarton@wcllp.com)  
[mdisckson@wcllp.com](mailto:mdisckson@wcllp.com)

David C. Wright  
Richard D. McCune  
McCune Wright Arevalo, LLP  
3281 East Guasti Road, Suite 100  
Ontario, California 91761  
Telephone: (909) 557-1250  
Facsimile: (909) 557-1275  
[dcw@mccunewright.com](mailto:dcw@mccunewright.com)  
[rdm@mccunewright.com](mailto:rdm@mccunewright.com)

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

#### 16. How will the lawyers be paid?

As part of the resolution of the Action, Class Counsel and Defendants have agreed that Class Counsel may apply for an award of attorneys' fees, costs, and expenses not to exceed \$3,022,000.00, as well as service awards to the eight Plaintiffs in the amount of \$3,500.00 (\$28,000.00 in total). Defendants have agreed not to oppose this request. The Parties have also agreed that Class Counsel will not seek payment of any amount in excess of \$3,022,000.00 for attorneys' fees, costs, and expenses as well as service awards to the eight Plaintiffs in the amount of \$3,500.00 (\$28,000.00 in total) if awarded by Judge Arleo. The Class Counsel fees and expenses, as well as the service awards to the class representatives, will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Class Members. Defendants will also separately pay the costs to administer the Settlement. Judge Arleo will determine the amount of attorneys' fees, costs, and expenses and service awards after evaluating Plaintiffs' submission.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

**17. How do I tell the Court if I don't like the Settlement?**

You can object to the Settlement if you don't like some part of it. You can give reasons why you think Judge Arleo should not approve it. To object, send a letter saying that you object to the Settlement in *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. You must include: (1) your full name, current address, current telephone number, and the name of your lawyer and your lawyer's address if you are represented by a lawyer other than Class Counsel; (2) the model year and VIN of your Class Vehicle(s) and the date(s) of purchase or lease; (3) the reasons why you object and the factual and legal reasons for your objection (including all relevant documents that pertain to your objection); (4) copies of relevant repair history or other proof that the objector has owned or leased the Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (5) a statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, and you have not opted out of the Settlement Class; (6) a detailed list of any other objections to any class action settlements you submitted to any court, whether state, federal, or otherwise, in the United States in the previous five (5) years; (7) a Notice of Intention to Appear at the Final Approval Hearing if you intend to appear in person at the hearing; and (8) your signature. **The objection must be mailed to the Court, the Settlement Administrator, Class Counsel, and Defendants' Counsel at the below addresses.** The mailed copies must be postmarked on or before **August 23, 2018**:

COURT	Clerk of Court United States District Court for the District of New Jersey Rev. Dr. Martin Luther King, Jr. Federal Building & U.S. Courthouse 50 Walnut Street Newark, New Jersey 01702	
SETTLEMENT ADMINISTRATOR	Bang Settlement Administrator PO Box 44 Minneapolis, MN 55440-0044	
CLASS COUNSEL	Matthew D. Schelkopf Joseph G. Sauder Joseph B. Kenney McCune Wright Arevalo, LLP 555 Lancaster Avenue Berwyn, Pennsylvania 19312	Eric D. Barton Melody Dickson Wagstaff & Cartmell LLP 4740 Grand Avenue, Suite 300 Kansas City, MO 64112
DEFENDANTS' COUNSEL	Christopher J. Dalton Daniel Z. Rivlin Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582	

**18. What's the difference between objecting and excluding?**

Objecting is simply telling Judge Arleo that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Arleo that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**19. When and where will Judge Arleo decide whether to approve the Settlement?**

Judge Arleo will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **September 10, 2018 at 2:30 p.m.**, at the United States District Court for the District of New Jersey, Rev. Dr. Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102. At this hearing, Judge Arleo will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. If you have filed an objection on time, you may attend and ask to speak, but you don't have to. However, Judge Arleo will only listen to people who have asked to speak at the hearing (*See* Question 21 below). At this hearing, Judge Arleo will also decide the service awards for the Class Representatives, as well as the attorney's fees for the lawyers representing the Class Members. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. You should monitor [www.BangClassSettlement.com](http://www.BangClassSettlement.com) to find out if any dates have changed and to learn if Judge Arleo has approved the Settlement.

**QUESTIONS? CALL TOLL-FREE 1-877-832-4402 OR VISIT [www.BangClassSettlement.com](http://www.BangClassSettlement.com)  
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO [www.BangClassSettlement.com](http://www.BangClassSettlement.com)**

### **20. Do I need to go to the hearing?**

No. Class Counsel will answer any questions Judge Arleo may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your valid written objection on time, Judge Arleo will consider it. You may also pay another lawyer to attend, but it's not required.

### **21. May I speak at the hearing?**

You may ask Judge Arleo for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Bang v. BMW of North America, LLC*, Case No. 2:15-cv-06945-MCA-SCM. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Answer 17. Your Notice of Intent to Appear must be postmarked no later than **August 23, 2018**, and mailed to the addresses listed in Answer 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

### **22. What if I do nothing?**

If you do nothing, you will give up the right to be part of any other lawsuit against Defendants about the legal claims released by the Settlement. You will be entitled to take your Class Vehicle to a BMW Center for the Service Campaign benefits described in Answer 6.B., above. However, you will not receive any of the reimbursement benefits described in Answer 6.A. offered by this Settlement unless you timely submit a Claim Form.

### **23. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get copies of the Settlement Agreement and related documents at [www.BangClassSettlement.com](http://www.BangClassSettlement.com). You may also write with questions to Bang Settlement Administrator - 6013, PO Box 44, Minneapolis, MN 55440-0044. You can also call the toll-free number, 1-877-832-4402.

**IMPORTANT LEGAL MATERIALS**



<<Name 1>>  
<<Address 1>>  
<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<Country>>

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**CLASS ACTION SETTLEMENT CREDIT VOUCHER**

**Case:** *Bang, et al. v. BMW of North America, LLC, et al.*

<<VIN>>

VOUCHER CODE: <<VoucherCode>>

Current and Former Owners or Lessees of a Model Year 2009 - 2014 BMW vehicle equipped with an N63 engine (**Class Vehicle**) are eligible for **one** of the following benefits:

**\$1,500.00** credit voucher toward the purchase or lease of a new BMW 6 or 7 Series vehicle at an authorized BMW Center; or

**\$1,000.00** credit voucher toward the purchase or lease of any other new BMW model at an authorized BMW Center.

**Conditions:**

- This credit voucher is **transferable** to an immediate family member (children, parents, and siblings).
- This credit voucher has “**no cash value**”. All other related costs beyond the credit voucher will be solely at your expense.
- You must redeem it at an authorized BMW Center towards the purchase or lease of a **new** BMW vehicle.
- This credit voucher **can be used only once** towards the purchase or lease of a new BMW vehicle.
- This credit voucher is valid for one (1) year from the **Effective Date** of the Settlement, refer to [www.BangClassSettlement.com](http://www.BangClassSettlement.com).
- This original voucher must be presented to the BMW Center at redemption.
- This voucher will become invalid if you opt out of this Settlement.

Select One (The BMW Center will validate this voucher and provide you with the credit you select.)

\$1,500 credit

\$1,000 credit



