



SIB 01 13 21

2021-05-05

**CLASS ACTION SETTLEMENT: N54/N54T/N55 ELECTRIC ENGINE
COOLANT PUMP**

MODEL

Class Vehicles

E-Series	Model Years	Model Description	Motor
E88	2008, 2009 and 2010	135i Convertible	N54
E88	2011, 2012 and 2013	135i Convertible	N55
E90	2007, 2008, 2009 and 2010	335i and 335xi Sedan	N54
E90	2011	335i and 335xi Sedan	N55
E92	2007, 2008, 2009 and 2010	335i Coupe	N54
E92	2008, 2009 and 2010	335i xDrive Coupe	N54
E92	2011, 2012 and 2013	335is, 335i Coupe and xDrive Coupe	N54T/N55
E93	2007, 2008, 2009 and 2010	335i Convertible	N54
E93	2011, 2012 and 2013	335is and 335i Convertible	N54T/N55
E60	2008, 2009 and 2010	535i Sedan and xDrive Sedan	N54
F10	2011, 2012, 2013, 2014, 2015 and 2016	535i Sedan, xDrive Sedan and ActiveHybrid 5	N55
E61	2008, 2009 and 2010	535i xDrive Sports Wagon	N54
F07	2010, 2011, 2012, 2013, 2014, 2015 and 2016	535 Gran Turismo and xDrive Gran Turismo	N55
F06	2013, 2014, 2015 and 2016	640i Gran Coupe	N55
F06	2014, 2015 and 2016	640i xDrive Gran Coupe	N55
F12	2012, 2013, 2014, 2015 and 2016	640i Convertible	N55
F12	2014, 2015 and 2016	640i xDrive Convertible	N55
F13	2012, 2013, 2014, 2015 and 2016	640i Coupe	N55
F13	2014, 2015 and 2016	640i xDrive Coupe	N55
F01, F02	2011 and 2012	740i and 740Li Sedan	N54
F01, F02	2013, 2014 and 2015	740i, 740Li and 740Li xDrive Sedan	N55
F02	2013, 2014 and 2015	ActiveHybrid 7	N55
E84	2013, 2014 and 2015	X1 xDrive35i	N55
F25	2011, 2012, 2013, 2014, 2015, 2016 and 2017	X3 xDrive35i	N55
F26	2015 and 2016	X4 xDrive35i	N55
F26	2016, 2017 and 2018	X4 M40i	N55
E70	2007, 2008, 2009 and 2010	X5 xDrive30i	N52K
E70	2011, 2012 and 2013	X5 xDrive35i	N55
E71	2008, 2009 and 2010	X6 xDrive35i	N54
E71	2011, 2012, 2013 and 2014	X6 xDrive35i	N55
F16	2015, 2016, 2017, 2018 and 2019	X6 sDrive 35i and xDrive35i	N55
E89	2011, 2012, 2013, 2014, 2015 and 2016	Z4 sDrive35is	N54T
E89	2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016	Z4 sDrive35i	N54

SITUATION

With the court's FINAL approval, BMW of North America, LLC (BMW NA) has entered a nationwide settlement with the plaintiffs in the following class action: Oliver, et al v. BMW NA, et al

This Settlement is effective on and after Wednesday May 5, 2021

Eligible Class Vehicles

This bulletin applies to Class Members who are the current **owners/lessees of Class Vehicles** that have **not opted-out** of this Settlement, therefore, **accepting** the corresponding Class Member benefit.

The **eligible Class Vehicles** have been updated with the following VIN-specific Vehicle Comment in the DCSnet Warranty Vehicle Inquiry.

Please see SI B01 13 21 (DC 11 51 90 02 00): The current Class Member owner or lessee and their Class Vehicle are eligible to receive the applicable Service Benefit that is provided through the Electric Engine Coolant Pump (N54 N54T N55 Engine) Class Action Settlement.

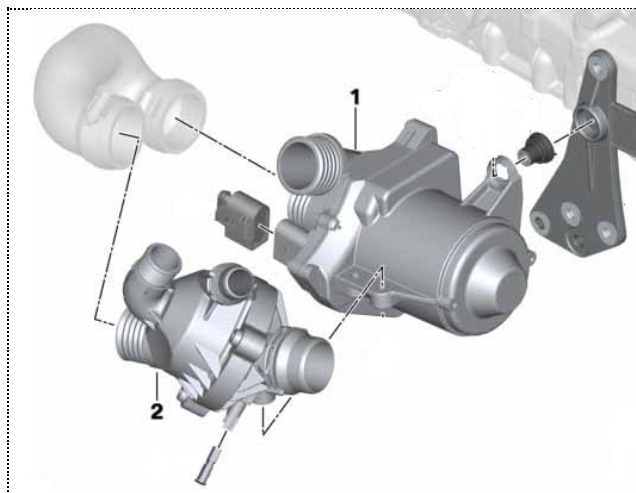
Non-Eligible Class Vehicles

Certain Class Members have **opted out** of this Settlement. Those Class Members are **excluded and not eligible** for any of the corresponding Class benefits.

The **non-eligible Class Vehicles** have been updated with the following VIN-specific Vehicle Comment in the DCSnet Warranty Vehicle Inquiry.

SI B01 13 21: The current owner/lessee of this Class Vehicle has opted-out of the Electric Engine Coolant Pump (N54 N54T N55 Engine) Class Action Settlement. By asking to be excluded, the owner/lessee of this vehicle is not eligible to receive any of the Settlements Class benefits.

Note: Before performing a repair and submitting a claim, first confirm that the vehicle has the Eligible Class Vehicle opted-in Vehicle Comment above in the DCSnet Warranty Vehicle Inquiry.



Electric Engine Coolant Pump (N54, N54T, N55 Engines).

(Item #1 Electric Water Pump and #2 Thermostat: E70 X5 xDrive35i N55 components shown)

Settlement Class Vehicles

US-specification MY 2007-2019 BMW vehicles **listed above** that were purchased or leased, registered, and operated in the United States, including the District of Columbia and Puerto Rico.

Settlement Class Members

Are persons or entities who:

1. Currently own or lease a Settlement Class Vehicle that was distributed for sale or lease in the United States, and registered and operated in the United States including the District of Columbia and Puerto Rico; or

2. Formerly owned or leased a Settlement Class Vehicle that was distributed for sale or lease in the United States and registered and operated in the United States including the District of Columbia and Puerto Rico.

Service (Repair) Benefit - Component-Specific Limited Warranty Extension

A. As of the Effective Date of the Settlement (On or after May 5, 2022):

- Except for as specified in B, eligible Settlement Class Members may have a qualifying electrical engine coolant pump on a Class Vehicle replaced **up to the first 7 years/84,000 miles, whichever occurs first.**

B. Up to one (1) year after the Effective Date of the Settlement (From May 5, 2021 to May 4, 2022):

- If a Settlement Class Member's Class Vehicle with an original electric engine coolant pump or a BMW-approved replacement electric engine coolant pump that was installed at a BMW Center, fails within one (1) year from the Effective Date (regardless of the vehicle age or mileage) it will be replaced under this limited warranty extension.

CAUSE

This Service Information Bulletin provides the information that supports the final Class Action Settlement's Service (Repair) Benefit for the Component Specific Limited Warranty Extension.

CORRECTION

For qualify electric water pump repairs, follow the instructions in the PROCEDURE section.

PROCEDURE

Note: This bulletin is notice of a limited warranty extension, there is no immediate repair required unless the BMW vehicle is currently experiencing this problem.

If an applicable vehicle listed above arrives with an engine malfunction indicator (MIL/Check Engine) warning light on and/or the engine is overheating, performing a Vehicle Test and/or diagnose the cause of the engine overheat.

Based the fault codes stored, the results of the corresponding test modules and/or other diagnosis, replace the engine's electric water pump when required (including engine thermostat if also necessary).

Note: Standalone replacement of the engine thermostat is not included under this extended limited warranty.

Inquiries

The Claims Administrator will address questions related to the Reimbursement Benefits only.

Settlement Updates will also be posted to the settlement website (www.ElectricCoolantPumpSettlement.com) as new information becomes available.

PARTS INFORMATION

Note: This bulletin is notice of a limited warranty extension, there is no immediate repair required unless the BMW vehicle is currently experiencing this problem.

The release of this bulletin should not require you to significantly increase your current inventory of the corresponding replacement parts.

Only order these parts in the quantities needed to address those customers' vehicles that have confirmed failures.

Please refer to the Electronic Parts Catalog (ETK/EPC), using the customer's VIN to locate the applicable replacement part numbers.

Part Number	Description	Quantity
Refer to ETK	Coolant pump, electric	1
Refer to ETK	ASA-Bolt	As applicable
Refer to ETK	Hose clamp	As applicable
And, if necessary:		
Refer to ETK	Thermostat	1
82 14 1 467 704	Antifreeze (1-gallon concentrate)	Sublet as needed

- **Only in conjunction with parts:** When applicable, if ETK/EPC item identifies additional part(s) that must also be replaced/installed in-conjunction with performing a covered repair, these required additional items are also covered under the terms of this extended limited warranty.
- Also refer to ETK/EPC and the repair instructions for onetime-use fasteners/screws and other information regarding repair-related gaskets, seals, fluid and/or lubricants that also need to be replaced/used and claimed.

WARRANTY INFORMATION

Class Member's Class Vehicle's electric engine coolant pumps (N54, N54T, N55) and thermostats (if damaged due to a failure of the electric engine coolant pump) has the following component-specific limited warranty extension:

B. Up to one (1) year after the Effective Date of the Settlement (Repair order/claim dates from May 5, 2021 to May 4, 2022)

- Qualifying repairs are covered regardless of the vehicle's time (age) or mileage

A. One (1) year after the Effective Date of the Settlement (Repair order/claim dates, on or after May 5, 2022)

- Qualifying repairs are then covered up to the first 7 years/84,000 miles, whichever occurs first, as determined by the original in-service date

This coverage above applies to eligible US-specification Class Members' Class BMW Model vehicles that are registered, operated, and have their covered repair performed by an authorized BMW center in the United States (including Puerto Rico).

The existing limited warranty coverage for the whole vehicle and other components has not changed.

Qualifying Repairs – Claim Submission

Defect Code:	1151900200	Ex Fx N54 N54T N55 US Electric coolant pump
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Applying the following guidelines, select and use the applicable flat rate labor operation(s) from the listing below.

Plus work	The vehicle is already in the workshop for another repair.
Main work	The vehicle arrives at your center for the issue and repair work covered under the terms and conditions described in this bulletin (No other Main work will be performed/claimed during this workshop visit).

Only one Main labor operation can be claimed per workshop repair visit (one or more claim submissions, if applicable).

Labor Operation	Description	Labor Allowance
11 51 000	Removing/installing/replacing coolant pump (Main work)	Refer to AIR
Or:		
11 51 508	Removing/installing/replacing coolant pump (Plus work)	Refer to AIR
Or:		
11 51 504	Removing/installing/replacing coolant pump (Associated work) (coolant already drain in conjunction with performing another repair)	Refer to AIR

And, if also required:

Labor Operation	Description	Labor Allowance
Inclusive Position	Replacing coolant thermostat (Associated work) (Included in 11 51 000, 11 51 508, 11 51 504)	N/A

And, as necessary:

With Diagnosis/Repair Work Procedures (with 11 51 508 or 11 51 504)

Labor Operation	Description	Labor Allowance
00 00 006	Performing vehicle test (with vehicle diagnosis system – checking faults) (Main work)	Refer to AIR
Or:		
00 00 556	Performing vehicle test (with vehicle diagnosis system – checking faults) (Plus work)	Refer to AIR
And:		
61 21 528	Support voltage of the vehicle electrical system / recharge vehicle electrical system battery	Refer to AIR
And, as applicable:		
61 00 006*	Performing vehicle diagnosis – test module	Work time (WT)
And/or		
61 00 009*	Troubleshooting in the electrical/electronic system	Work time (WT)
Or		
00 58 000*	Diagnosis Worktime Flat Rate (See below)	2 FRU

And in conjunction, if and as necessary:

Labor Operation	Description	Labor Allowance
17 99 000	Additional work related to coolant hoses, lines, and pipes	Work time (WT)
And/or, if necessary		
61 99 000	Additional work related to repairing wiring, pins and/or connector to the water pump	Work time (WT)
And/or, if necessary		
11 99 000	Additional work related to repairing water pump bolt/mechanical connections	Work time (WT)

And/or:

With an External Leak (with 11 51 508 or 11 51 504)

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Labor Operation	Description	Labor Allowance
17 00 009	Check the cooling system for watertightness with the special tool (Main work)	Refer to AIR
Or:		
17 00 509	Check the cooling system for watertightness with the special tool (Plus work)	Refer to AIR

Refer to AIR for the corresponding flat rate unit (FRU) allowance.

Work time labor operation codes 61 00 006, 61 00 009, 00 58 000, 17 99 000, 61 99 000 and 11 99 000 are not considered a Main labor operations.

*Based on which applies to your center, please refer to **SI B01 01 20** or **B01 07 20** for claiming your diagnosis work time, job/repair work time, and for the RO/claim repair and work time explanation procedures.
796166

Bulk Materials

Sublet Code 4	See sublet reimbursement calculation below	Reimbursement for the repair-related bulk materials (Do not use the BMW part numbers for claim submission)
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Sublet reimbursement calculation for claiming the applicable repair-related bulk material (BMW part numbers) is at the dealer net price amount for the quantities used plus your center's handling.

BMW Antifreeze/Coolant: Claim the corresponding sublet dollar amount for the quantity needed to replace what was drained with a 50/50 coolant/water solution.

Enter this material cost in sublet and itemize the amount on the repair order and in claim comment section

Consequential Repair(s) (RO and Claim Comments Required)

When additional work and/or parts are required as a direct result of addressing the issue and/or performing the repair outlined in this Service Information bulletin, claim this additional work/items under the defect code listed above together with the corresponding labor operations listed in the AIR.

Please explain the reason for this consequential repair work (the why and the what) on the repair order and in the claim comments section.

Supporting Materials

[picture_as_pdf B011320 WP Oliver v BMW_CF_Notice \(11_2020\).pdf](#)

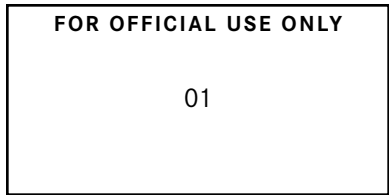
Oliver Claims Administrator
c/o Rust Consulting - 7078
PO Box 13
Minneapolis, MN 55440-0013

IMPORTANT LEGAL MATERIALS



UAA <<SequenceNo>>

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



Page 1 of 2

Claimant Identification Number:
<<clmnt_idno>>

United States District Court for the District of New Jersey
If you are a current or former owner or lessee of a model-year 2007 to 2019 BMW vehicles, 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, captioned Oliver, et al v. Bayerische Motoren Werke Aktiengesellschaft, et al., Civil Action No. 2:17-cv-12979, involving the electric engine coolant pump in certain model-year 2007 to 2019 BMW vehicles.
- The Settlement provides an opportunity to be reimbursed for certain past expenses.
- Your legal rights are affected whether you act or don't act, so please read this notice carefully.

Sample



This form must be submitted or postmarked on or within 30 days of the Effective Date, currently estimated to be no earlier than **March 20, 2021**. Please see the settlement website to find out if the Effective Date has changed.

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

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

PLEASE TYPE OR PRINT LEGIBLY

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

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

BMW Model Year: 20 ____ ____ Model: _____ (example: 335i)

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: ____ ____ / ____ ____ / ____ ____ ____

CLAIMANT DECLARATION

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

Signed On: ____ ____ / ____ ____ / ____ ____ ____
(DD/MM/YYYY)

in _____, _____
(City) (State)

(Sign your name here)

(Type or print your name here)

(Capacity of person signing - if applicable)

YOU MAY BE ELIGIBLE FOR REIMBURSEMENT FOR UP TO \$1,000.00 FOR COSTS (PARTS AND LABOR) OF REPLACEMENT OF ONE FAILED ELECTRIC ENGINE COOLANT PUMP AND, IF ALSO DAMAGED, ONE FAILED ELECTRIC ENGINE COOLANT THERMOSTAT.

PLEASE COMPLETE THIS CLAIM FORM ONLY IF YOU ARE SEEKING REIMBURSEMENT BENEFITS.

PLEASE SEE QUESTIONS 6 THROUGH 8 ON THE NOTICE FORM FOR MORE INFORMATION AND LIMITATIONS.

CLAIMS FOR REIMBURSEMENT FOR PAST EXPENSES

To obtain reimbursement for up to \$1,000.00 in total for the replacement cost of one (1) failed electric engine coolant pump and, if also damaged, one (1) failed engine coolant thermostat you must submit documents showing:

- a. That the replacement was made at an authorized BMW dealer (e.g., a BMW Center), or at a third-party repair shop; and
- b. Your Settlement Class Vehicle's model, model year, and VIN; and
- c. The identity of the owner/lessee of the Settlement Class Vehicle; and
- d. That your Settlement Class Vehicle had fewer than 7 years and 84,000 miles at the time of the replacement of the electric engine coolant pump, as evidenced by required proofs, such as a repair order with vehicle mileage at the time of replacement or service records from before and after the replacement; and
- e. The cost of repair, with parts and labor separated; and
- f. Proof of payment for the amount(s) sought for reimbursement (credit card receipt, credit card statement, or cancelled check); and
- g. The nature of the repair; and
- h. The part(s) description and part number(s) used in the repair; and
- i. The date of repair.

COMPLETED CLAIMS FORMS CAN BE SUBMITTED BY MAIL OR ONLINE.

IF YOU ARE SUBMITTING BY MAIL, COMPLETE THIS CLAIM FORM AND MAIL IT, POSTMARKED ON OR BEFORE the later of 30 days after the date of Final Approval of the Settlement or the Effective Date of the Settlement, to be posted on the Settlement Website but estimated to be **March 20, 2021** TO:

Oliver Claims Administrator
c/o Rust Consulting - 7078
PO Box 13
Minneapolis, MN 55440-0013

IF YOU ARE SUBMITTING ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT www.ElectricCoolantPumpSettlement.com ON OR BEFORE the later of 30 days after the date of Final Approval of the Settlement or the Effective Date of the Settlement, to be posted on the Settlement Website but estimated to be **March 20, 2021**.

QUESTIONS? CALL TOLL-FREE (866) 459-3651 OR VISIT www.ElectricCoolantPumpSettlement.com

United States District Court for the District of New Jersey

**If you are a current or former owner or lessee of a model-year 2007 to 2019 BMW vehicles,
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, captioned *Oliver, et al v. Bayerische Motoren Werke Aktiengesellschaft, et al.*, Civil Action No. 2:17-cv-12979, involving the electric engine coolant pump in certain model-year 2007 to 2019 BMW vehicles.
- The Settlement provides an opportunity to be reimbursed for certain past expenses.
- **Your legal rights are affected whether you act or don't act, so please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
SUBMIT A CLAIM FORM	Make a claim to receive reimbursement for eligible past expenses potentially available to you under the Settlement.	Claims must be submitted by the later of thirty (30) days after the date of Final Approval of the Settlement or the Effective Date of the Settlement, to be posted on the Settlement Website but estimated to be on or about March 20, 2021 . See <i>Question 8, below</i> .
EXCLUDE YOURSELF	Write to Settlement Class Counsel and Defendant's Counsel to exclude yourself from ("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 BMW of North America about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by January 8, 2021 . See <i>Question 12, below</i> .
OBJECT	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by January 8, 2021 . See <i>Question 17, below</i> .
GO TO A HEARING	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for February 18, 2021 at 10:00 a.m. See <i>Questions 19 to 21, below</i> .
DO NOTHING	Give up the benefits to which you may be entitled under the Settlement and your right to be part of any other lawsuit against BMW of North America about the legal claims released by the Settlement (but not your right to future repairs under the extended warranty explained below).	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 (866) 459-3651 OR VISIT
www.ElectricCoolantPumpSettlement.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 of North America's records indicate that you are a current or former owner or lessee of one or more of the following vehicles purchased or leased in the United States, including the District of Columbia and Puerto Rico ("**Class Vehicles**");

Model Years	Models
2008-2013	135i
2007-2013	335i, 335i xDrive, 335is Convertible
2008-2016	535i, 535i xDrive, 535i Active Hybrid
2012-2017	640i, 640i xDrive
2010-2015	740i, 740Li
2012-2015	X1 3.0si
2011-2017	X3 xDrive
2015-2018	X4 xDrive, X4 M40i
2007-2013	X5 3.0si, X5 xDrive30i , X5 xDrive
2008-2019	X6 sDrive, X6 xDrive
2009-2016	Z4 sDrive

Magistrate Judge Mark Falk of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, captioned *Oliver v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No. 2:17-cv-12979 (the “**Action**”). Shelton Oliver, Donnie Baker, and Khader Mohiuddin, the people who sued, are called the “Plaintiffs,” and the company that was sued, BMW of North America, LLC, is called the “Defendant.”

2. What is the lawsuit about?

This lawsuit alleges that the Class Vehicles’ electric engine coolant pump is defective, which could lead to sudden engine failure and loss of power to the vehicles. BMW of North America, which distributes and warrants BMW vehicles in the U.S., denies these allegations and stands behind and supports its 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 (“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 Defendant from liability for the claims that were raised or could have been raised in the Action involving the Class Vehicles’ alleged issues with the electric engine coolant pump. The Settlement does not mean that BMW of North America broke any laws, or otherwise did anything wrong, because Judge Falk 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, including the District of Columbia and Puerto Rico, who currently own or lease, or previously owned or leased, certain U.S.-specification model-year 2007-2019 BMW vehicles purchased or leased, and registered and operated, in the United States, including the District of Columbia and Puerto Rico, which include the following vehicles:

Model Years	Models
2008-2013	135i
2007-2013	335i, 335i xDrive, 335is Convertible
2008-2016	535i, 535i xDrive, 535i Active Hybrid
2012-2017	640i, 640i xDrive
2010-2015	740i, 740Li
2012-2015	X1 3.0si
2011-2017	X3 xDrive
2015-2018	X4 xDrive, X4 M40i
2007-2013	X5 3.0si, X5 xDrive30i , X5 xDrive
2008-2019	X6 sDrive, X6 xDrive
2009-2016	Z4 sDrive

Please note that not all vehicles in the model years identified above contained the electric engine coolant pump at issue in the Action. You have received this notice because BMW of North America's records indicate that you have or had a BMW vehicle with the electric engine coolant pump at issue in the Action.

6. What are the benefits of the Settlement?

If Judge Falk grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), you may be eligible for reimbursement of up to \$1,000 in total in costs for replacement of one (1) failed electric engine coolant pump and, if also damaged, one (1) engine coolant thermostat, per VIN, per owner/lessee if the replacement occurred prior to the earlier of the first 7 years or 84,000 miles of the Class Vehicle’s in-service date. *If you are unsure of your Vehicle’s in-service date, please check with your local BMW Center, which can look up the date based on your Vehicle Identification Number (VIN).*

Additionally, the limited warranty period for the electric engine coolant pump in all Class Vehicles will be extended from the 4-year/50,000-mile New Passenger Vehicle Limited Warranty period to 7 years/84,000 miles, whichever comes first. If your original electric engine coolant pump or a BMW-approved replacement electric engine coolant pump installed at a BMW Center fails during this extended-warranty period, it will be replaced under this limited warranty extension, subject to the terms and conditions of BMW of North America’s New Passenger Vehicle Limited Warranty.

Finally, if your original electric engine coolant pump, or a BMW-approved replacement electric engine coolant pump installed at a BMW Center, fails within one (1) year from the Effective Date (regardless of vehicle age or mileage), it will be replaced in accordance with the Settlement, subject to the terms and conditions of BMW of North America’s New Passenger Vehicle Limited Warranty.

* * *

Limitations: BMW of North America does not warrant or guarantee any repairs performed at third-party (non-BMW Center) repair shops and, should any such repairs fail after a Settlement Class Member has made a reimbursement claim under the Settlement, the Settlement Class Member will not be entitled to submit an additional claim or seek replacement under the extended warranty. BMW of North America does not warrant replacement parts that were not certified by the original equipment manufacturer. The limited warranty extension will not apply to vehicles whose owners or lessees opt out of the Settlement, vehicles declared a total loss, sold for salvage purposes, or branded with a “salvage” title. There are additional limitations and exclusions from coverage set forth in BMW of North America’s New Passenger Vehicle Limited Warranty and in Section III of the Settlement Agreement, which can be viewed at www.ElectricCoolantPumpSettlement.com.

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

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

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all of the claims described and identified in Section VII.A of the Settlement Agreement. In essence, Class Members are releasing all claims (except for personal injury or damage to property other than the Class Vehicle) that could arise based on alleged defect in the electric engine coolant pump in the Class Vehicles. The Settlement Agreement is available at www.ElectricCoolantPumpSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily precise legal terminology, so read it carefully.

QUESTIONS? CALL TOLL-FREE (866) 459-3651 OR VISIT
www.ElectricCoolantPumpSettlement.com

Judge Falk has approved specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Question 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 would like to obtain the reimbursement benefits (described in Question 6 above), you need to complete the Claim Form that accompanies this Notice and mail it, with all the required proofs, to the address provided on the Claim Form or file the Claim Form online through the Settlement website portal. Additional Claim Forms are available at www.ElectricCoolantPumpSettlement.com. The current deadline for submitting your Claim Form is **March 20, 2021**.

These benefits are also subject to limitations, which are discussed in Question 6 and in the Settlement Agreement.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the toll-free number at the bottom of this notice.

9. What if my claim for benefits is denied?

There is a process in the Settlement Agreement to resolve disagreements between you and Defendant over your claim. During this process, the court-appointed lawyers listed in 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 Section III.B. of the Settlement Agreement. If you have questions regarding this process, visit www.ElectricCoolantPumpSettlement.com to see a copy of the Settlement Agreement, or contact Class Counsel below.

10. When will I get the Settlement benefits?

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**, which will be after the Court's Final Approval hearing, scheduled for **February 18, 2021**, and all appeals, if any, are resolved.

Please be patient, and feel free to check the website for current status.

11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendant in another action over the legal issues in this case, then you must take steps to do so. 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 will not receive any of the reimbursement benefits of the Settlement or the warranty extension and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant 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 Defendant 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 to the Claims Administrator saying that you want to be excluded from *Oliver v. Bayerische Motoren Werke Aktiengesellschaft*, Civil Action No. 2:17-cv-12979. Be sure to include: (1) your full name and current address; (2) the model-year, model, 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 **January 8, 2021**, to Claims Administrator at the address listed in Question 17.

Failure to comply with any of these requirements for excluding yourself will 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 the law firm Kantrowitz Goldhamer & Graifman, P.C. and Thomas P. Sobran, Esq. Judge Falk has approved as “Class Counsel” the following lawyers to represent you and other Class Members:

Gary S. Graifman, Esq.
KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C.
210 Summit Avenue
Montvale, New Jersey 07645

Thomas P. Sobran, Esq.
7 Evergreen Lane
Hingham, MA 02043

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 Defendant have agreed that Class Counsel may apply for an award of attorneys’ fees, costs, expenses, and service payments for the three Class Representatives not to exceed a total of \$900,000.00. Defendant has agreed not to oppose this request. The Parties have agreed that Class Counsel will not seek payment of any amount in excess of \$900,000.00 in the aggregate. The Parties have also agreed that Class Counsel may ask Judge Falk to award service payments to the three Class Representatives in the amount of \$1,000 each (\$3,000 in total), which will be included in the \$900,000 payment. The Class Counsel fees, expenses, and Class Representative service payments, 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. Defendant will also separately pay the costs to administer the Settlement. Judge Falk will determine the amount of attorneys’ fees, costs, expenses, and service payments after evaluating Plaintiffs’ submission.

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

If you don’t like some part of the Settlement, you can object to it. You can give reasons why you think Judge Falk should not approve it. To object, you must send a letter to the Clerk of the Court saying that you object to the Settlement in *Oliver v. Bayerische Motoren Werke Aktiengesellschaft*, Civil Action No. 2:17-cv-12979. 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, model, and VIN of your Class Vehicle(s) and the date(s) of purchase or lease; (3) whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; (4) the reasons why you object and the factual and legal reasons for your objection (including all relevant documents that pertain to your objection); (5) copies of relevant repair history or other proof that you have owned or leased the Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (6) 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; (7) a detailed list of any other objections to any class action settlements you have submitted in the previous five (5) years to any court, whether state, federal, or otherwise, in the United States; (8) a Notice of Intention to Appear at the Final Approval Hearing, if you intend to appear in person at the hearing; and (9) your signature. **The objection must be mailed to the Court, the Claims Administrator, Class Counsel, and Defendant’s Counsel at the addresses below.** The mailed copies must be postmarked on or before **January 8, 2021**:

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 07102
CLAIMS ADMINISTRATOR	Oliver Claims Administrator c/o Rust Consulting - 7078 PO Box 13 Minneapolis, MN 55440-0013

QUESTIONS? CALL TOLL-FREE (866) 459-3651 OR VISIT
www.ElectricCoolantPumpSettlement.com

CLASS COUNSEL	Gary S. Graifman, Esq. KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C. 210 Summit Avenue Montvale, New Jersey 07645 Thomas P. Sobran, Esq. 7 Evergreen Lane Hingham, MA 02043
DEFENDANT'S COUNSEL	Christopher J. Dalton, Esq. Argia J. DiMarco, Esq. 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 Falk that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Falk 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 Falk decide whether to approve the Settlement?

Judge Falk will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **February 18, 2021 at 10:00 a.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 Falk 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 Falk will only listen to people who have asked to speak at the hearing (*see* Question 21 below). At this hearing, Judge Falk will also decide the service payments 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.ElectricCoolantPumpSettlement.com to find out if any dates have changed and to learn if Judge Falk has approved the Settlement.

20. Do I need to go to the hearing?

No. Class Counsel will answer any questions Judge Falk 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 Falk 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 Falk for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Oliver v. Bayerische Motoren Werke Aktiengesellschaft*, Civil Action No. 2:17-cv-12979. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Question 17. Your Notice of Intent to Appear must be postmarked no later than **January 8, 2021**, and mailed to the addresses listed in Question 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 Defendant about the legal claims released by the Settlement. You will not receive any of the reimbursement benefits described in Question 6 offered by this Settlement unless you timely submit a Claim Form. Your vehicle will, however, still get the benefit of the extended warranty, if applicable.

23. Can I get more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and related documents at www.ElectricCoolantPumpSettlement.com.

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www.ElectricCoolantPumpSettlement.com**