



SIM 01 04 19

2020-01-02

CLASS ACTION SETTLEMENT: N14 HIGH-PRESSURE FUEL PUMP (HDP) SERVICE BENEFIT

CLASS VEHICLES (MODEL)

E-Series	Model Description	Model Year(s)	Engine
R55	MINI Cooper S Clubman	2010	N14
R55	MINI John Cooper Works Clubman	2010, 2011 and 2012	N14
R56	MINI Cooper S Hardtop	2010	N14
R56	MINI John Cooper Works Hardtop	2010, 2011 and 2012	N14
R57	MINI Cooper S Convertible	2010	N14
R57	MINI John Cooper Works Convertible	2010, 2011 and 2012	N14
R58	MINI John Cooper Works Coupe	2012	N14
R59	MINI John Cooper Works Roadster	2012	N14

Class Members' US-specification MINI vehicles identified and listed in this Service Information Bulletin below that were sold or leased in the United States and Puerto Rico.

INFORMATION

The court gave final approval for BMW of North America, LLC (BMW NA) to implement the nationwide settlement for the class members in the following class action:

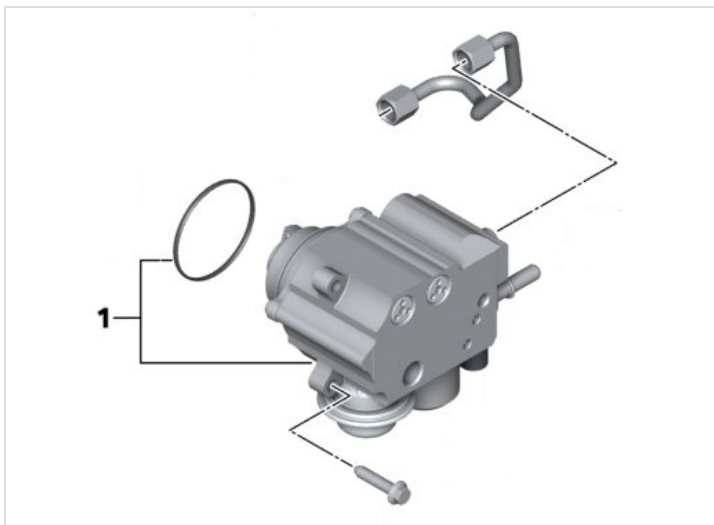
- **Boehm v. BMW of North America, LLC.**

For eligible Class Members' and on eligible Class (MINI) Vehicles, the Settlement provides a Service Benefit that extends the limited warranty coverage on these vehicles' **high pressure fuel pumps (HDP)** to:

- **10 years/120,000 miles as determined by the vehicle's original in-service date.**

The high-pressure fuel pump (HDP), MINI part number 13 51 7 588 879, Service Benefit becomes effective and available with:

- **Repair/claim dates on or after January 2, 2020.**



- This component-specific limited warranty extension applies to defects in materials or workmanship.
- This coverage is subject to the same vehicle eligibility requirements, limitations, and exclusions that apply to the MINI New Passenger Car Limited Warranty

Note: This bulletin is notice of a component-specific limited warranty extension. This is **NOT** a notice of a Recall or Service Action.

There is no immediate repair required unless an eligible MINI vehicle is currently experiencing a defect in material or workmanship caused by this component.

Notice to the Class Members

On September 27, 2019, the Claims Administrator mailed the Class Notice (attached) to the Class Members.

The proposed settlement document informed the members of the class the details of the preliminary settlement (including the Service Benefit information above) and explain their rights and options.

Class Members

Class Members are persons or entities who **have not** opted out and:

I. Purchased or leased a Class Vehicle that was distributed for sale or lease in the United States and Puerto Rico; or those who

II. Formerly owned or leased a Class Vehicle that was distributed for sale or lease in the United States and Puerto Rico.

ELIGIBLE CLASS VEHICLES

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

To assist you in identifying these **eligible Class Vehicles**, the DCSnet Warranty Vehicle Inquiry has been updated with the VIN-specific Vehicle Comment shown below:

Please see SI M01 04 19: The High Pressure Fuel Pump (HDP) limited warranty for defects in materials or workmanship on this vehicle has been extended to 10 year/120,000 mile as determined from the original in-service date. This coverage is subject to the same vehicle eligibility requirements, limitations, and exclusions that apply to the MINI New Passenger Car Limited Warranty.

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

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.

To assist you in identifying these **non-eligible Class Vehicles**, the DCSnet Warranty Vehicle Inquiry has been updated with the VIN-specific Vehicle Comment shown below:

Please see SI B01 04 19: The current owner/lessee of this Class Vehicle has opted-out of the Class Action Settlement: N14 Engine High Pressure Fuel Pump (HDP). By asking to be excluded, the current owner/lessee and this vehicle are not eligible to receive any of the Settlement Class benefits.

If you have eligibility and/or coverage questions, please contact the Warranty Department through IDS by selecting Coverage, Policy, Coding Questions and Mileage Corrections prior to performing any repair.

SITUATION

The MINI vehicle may experience a sudden engine operational failure, reduced or loss of power while driving and the malfunction indicator lamp (MIL) may be illuminated along with high-pressure fuel pump-related faults stored in the Engine Control Module (DME).

PROCEDURE

Perform the corresponding diagnosis/vehicle test and run the test plans to completion as applicable.

CORRECTION

Replace the high-pressure fuel pump (HDP) as instructed.

PARTS INFORMATION

Part Number:	Description:	Quantity:
13 51 7 588 879	High-pressure pump (HDP) (includes the O-ring)	1
Refer to ETK/AIR	Pressure hose assy (in conjunction with the HDP as applicable)	1
Refer to ETK/AIR	Torx screw (in conjunction with the HDP)	3

Obtain and confirm the part numbers for your specific vehicle by entering the chassis number in either ETK or AIR which takes into account specific equipment and/or options.

Additionally, other small parts that are not specified above, such as one-time use screws, nuts and seals, which must be replaced according to the ISTA repair instructions/ETK, must be selected from the Electronic Parts Catalogue according to the respective vehicle type and invoiced under the special defect code.

WARRANTY INFORMATION

For the vehicles identified in this Service Information bulletin, the N14 engine high-pressure fuel pump (HDP) limited warranty extension to 10 years/120,000 miles applies to eligible US-specification MINI vehicles that are registered, operated and have their covered repair performed by an authorized MINI dealer in the United States (including Puerto Rico).

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

This coverage supersedes the coverage that is provided under the MINI NEXT Certified Pre-Owned Program or any BMW Group Vehicle Service Contract that applies to the vehicle.

Should the high-pressure fuel pump fail again, this component is covered by the remaining portion of the extended limited warranty coverage period.

Non-Qualifying Repairs

Non-US specification vehicles, ineligible vehicles, eligible vehicles operated and repaired outside the United States and Puerto Rico and/or the diagnosis and repair of other unrelated issues are not covered under the terms of this limited warranty extension.

Qualifying Repairs - Claim Submission

Claim this work with the defect code and labor operations provided below.

Defect Code:	1351900600	High Pressure Fuel Pump (HDP) - Limited Warranty Extension
---------------------	-------------------	---

Performing Diagnosis Test Module(s) and Troubleshooting

Labor Operation	Description	Labor Allowance
00 00 006	Performing vehicle test (with vehicle diagnosis system –	Refer to AIR

	checking faults) (Main work)	
Or:		
00 00 556	Performing vehicle test (with vehicle diagnosis system – checking faults) (Plus work)	Refer to AIR
And:		
61 21 528	Connect an approved battery charger/power supply (indicated in AIR as Charging battery)	Refer to AIR
And, as necessary:		
61 00 006	Performing vehicle diagnosis – test module	Work time (WT)
And/or, as necessary:		
13 31 529	Check delivery pressure of fuel pump	Refer to AIR
And:		
13 51 520	Replacing high-pressure (fuel) pump (after vehicle diagnosis)	Refer to AIR

If you are using a Main labor code for another repair, use the Plus code labor operation 00 00 556 instead of 00 00 006.

Or, if there is an:

External Leak

Labor Operation	Description	Labor Allowance
13 51 017	Replacing high-pressure (fuel) pump (Main work)	Refer to AIR
Or:		
13 51 517	Replacing high-pressure (fuel) pump (Plus work)	Refer to AIR
And, as necessary:		
13 99 000	Work time to visually inspect and determine the source of the leak is the HDP	Work time (WT)

If you are using a Main labor code for another repair, use the Plus code labor operation 13 51 517 instead of 13 51 017.

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

Work time labor operation codes 16 00 006 and 13 99 000 are not considered a Main labor operations; however, they do require individual punch times and an explanations on the repair order and in the claim comments section.

Prior Repair Reimbursement Request Claims

As described in the Class Notice, Class Member **reimbursement request claims** for qualifying prior repair costs had to be submitted with the required documentation to the **Class Administrator** by the **claims deadline of November 26, 2019**.

Please see the attachment and the settlement website at www.fuelpumpsettlement.com for additional details, terms and conditions.

Please do not submit for these out-of-pocket reimbursement request through the DCSnet Claims entry system.

Supporting Materials

[picture_as_pdf M010419 Website 01_20.pdf](#)

[picture_as_pdf M010419 MINI HDP_Boehm v BMW_Notice.pdf](#)

United States District Court for the District of New Jersey

Boehm v. BMW of North America, LLC, Case No. 2:17-cv-12827

If you are a current or former owner or lessee of a model-year 2010 to 2012 MINI Cooper vehicle with an “N14” 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 involving the high pressure fuel pump, part number 13517588879, in certain model-year 2010 to 2012 MINI Cooper vehicles equipped with an N14 engine.
- 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 November 26, 2019 . <i>See 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 October 28, 2019 . <i>See Questions 11 to 14, below.</i>
OBJECT	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by October 28, 2019 . <i>See Questions 17 and 18, 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 December 2, 2019 . <i>See Questions 19 to 21, below.</i>
DO NOTHING	Give up the reimbursement benefits to which you may be entitled under the Settlement and your right to be part of any other lawsuit against the BMW of North America about the legal claims released by the Settlement. Your vehicle will still receive the warranty extension, if applicable.	<i>See Question 22, below.</i>

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

- 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 2

1. Why have I received this notice?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENTPAGE 2

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

THE BENEFITS: WHAT YOU GETPAGE 3

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

HOW TO GET BENEFITSPAGE 4

8. How do I get the benefits of the Settlement?
9. What if my claim for benefits is denied?
10. When will I get the Settlement benefits?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 5

11. Can I exclude myself from this Settlement?
12. If I exclude myself, can I get anything from this Settlement?
13. If I don't exclude myself, can I sue later?
14. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOUPAGE 5

15. Do I have a lawyer in the case?
16. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENTPAGE 6

17. How do I tell the Court if I don't like the Settlement?
18. What's the difference between objecting and excluding?

THE COURT'S FINAL APPROVAL HEARINGPAGE 7

19. When and where will the Court decide whether to approve the Settlement?
20. Do I need to go to the hearing?
21. May I speak at the hearing?

WHAT HAPPENS IF I DO NOTHING?PAGE 8

22. What if I do nothing?

GETTING MORE INFORMATIONPAGE 8

23. Can I get more details about the Settlement?

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

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 a U.S. specification model-year 2010, 2011, or 2012 MINI Cooper S or John Cooper Works Clubman (R55), MINI Cooper S or John Cooper Works (R56), or MINI Cooper S or John Cooper Works Convertible (R57), or a model-year 2012 MINI Cooper S or John Cooper Works Coupe (R58) or MINI Cooper S or John Cooper Works Roadster (R59) vehicle with an “N14” engine (“Class Vehicles”).

Judge Madeline Cox Arleo of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, known as *Boehm v. BMW of North America, LLC, Civil Action No. 2:17-cv-12827* (the “Action”). Steve Boehm, Raul Silva, and Shannon Overland, 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’ high pressure fuel pump, part number 13517588879, is allegedly defective which could lead to sudden engine failure and loss of power to the vehicles. BMW of North America, which distributes and warrants MINI 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 (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 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 high pressure fuel pump. The Settlement does not mean that BMW of North America 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 2010, 2011, and 2012 MINI Cooper vehicles equipped with an “N14” engine purchased or leased in the United States or Puerto Rico, which include the following vehicles:

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

Model Year Designation	Model Designation
2010, 2011, and 2012	MINI Cooper S or John Cooper Works Clubman (R55)
2010, 2011, and 2012	MINI Cooper S or John Cooper Works (R56)
2010, 2011, and 2012	MINI Cooper S or John Cooper Works Convertible (R57)
2012	MINI Cooper S or John Cooper Works Coupe (R58)
2012	MINI Cooper S or John Cooper Works Roadster (R59)

Please note that not all vehicles in the model years identified above contained the N14 engine at issue in the Action. You have received this notice because BMW of North America’s records indicate that you have or had a MINI vehicle with an N14 engine.

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 reimbursement for some or all of your past out-of-pocket expenses incurred for the replacement of up to two (2) failed high pressure fuel pumps as follows:

1. Class Members may be eligible for reimbursement of the full cost of replacement of up to two (2) failed high pressure fuel pumps, part number 13517588879, per vehicle per owner/lessee if:
 - a. The replacement was made at a MINI Dealer; and
 - b. The replacement occurred prior to the earlier of 10 years/120,000 miles from the Class Vehicle’s in-service date.*

2. Class Members may be eligible for reimbursement of up to \$1,300 per replacement of up to two (2) failed high pressure fuel pumps, part number 13517588879, per vehicle per owner/lessee if:
 - a. The replacement was made at a third-party repair shop; and
 - b. The replacement occurred prior to the earlier of 10 years/120,000 miles from the Class Vehicle’s in-service date.*

* *If you are unsure of your Vehicle’s in-service date, please check with your local MINI Dealership, which can look up the date based on your Vehicle Identification Number (VIN).*

Additionally, the limited warranty period for the high pressure fuel pump in all Class Vehicles will be extended from the 4-year/50,000-mile New Passenger Vehicle Limited Warranty period to 10 years/120,000 miles, whichever comes first. If your original high pressure fuel pump or a MINI-approved replacement high pressure fuel pump installed at a MINI Dealership fails during this extended-warranty period, it will be replaced under the extended warranty, 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-MINI) 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 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 Section

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

III of the Settlement Agreement, which can be viewed at www.fuelpumpsettlement.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 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 high pressure fuel pump in the Class Vehicles. The Settlement Agreement is available at www.fuelpumpsettlement.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

Judge Arleo 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 with all the required proofs, to the address provided on the Claim Form. Additional Claim Forms are available at www.fuelpumpsettlement.com. Claim Forms may also be completed and submitted online, along with all required documentation, at www.fuelpumpsettlement.com. The current deadline for submitting Claim Forms is **November 26, 2019**.

These benefits are also subject to limitations, which are discussed in 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: **1-888-208-8099**.

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 the Settlement Agreement. You may have the right to appeal any denied claim to the court. If you have questions regarding this process, visit www.fuelpumpsettlement.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 **December 2, 2019**, and all appeals, if any, are resolved.

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

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

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 saying that you want to be excluded from *Boehm v. BMW of North America, LLC, Civil Action No. 2:17-cv-12827*. 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 **October 28, 2019**, to Settlement Class Counsel and Defendant’s Counsel at the addresses 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 Ahdoot & Wolfson, PC. Judge Arleo has approved as “Class Counsel” the following lawyers to represent you and other Class Members:

Tina Wolfson, Esq.
Bradley K. King, Esq.
Ahdoot & Wolfson, PC
8424 Santa Monica Blvd. Ste 575
West Hollywood, CA 90069
info@ahdootwolfson.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.

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

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, and expenses not to exceed \$490,000.00, as well as service payments to the three Plaintiffs in the amount of \$2,000.00 each (\$6,000.00 in total). Defendant has agreed not to oppose this request. The Parties have also agreed that Class Counsel will not seek payment of any amount in excess of \$490,000.00 for attorneys' fees, costs, and expenses as well as service payments to the three Plaintiffs in the amount of \$2,000.00 each (\$6,000.00 in total) if awarded by Judge Arleo. The Class Counsel fees and expenses, as well as the service payments 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. Defendant will also separately pay the costs to administer the Settlement. Judge Arleo will determine the amount of attorneys' fees, costs, and 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 Arleo should not approve it. To object, send a letter saying that you object to the Settlement in *Boehm v. BMW of North America, LLC, Civil Action No. 2:17-cv-12827*. 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) and a statement as to whether the objection applies only to you, a specific subset of the class, or the entire class; (4) 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); (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 have submitted in the previous five (5) years to any court, whether state, federal, or otherwise, in the United States; (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, Settlement Class Counsel, and Defendant's Counsel at the addresses below.** The mailed copies must be postmarked on or before **October 28, 2019**:

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
SETTLEMENT ADMINISTRATOR	<i>Boehm Fuel Pump Settlement</i> c/o Atticus Administration P.O. Box 64053 Saint Paul, Minnesota 55164
CLASS COUNSEL	Tina Wolfson, Esq. Bradley K. King, Esq. Ahdoot & Wolfson, PC 8424 Santa Monica Blvd. Ste 575 West Hollywood, CA 90069 info@ahdootwolfson.com
DEEFENDANT’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 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 **December 2, 2019 at 2:00 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 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.fuelpumpsettlement.com to find out if any dates have changed and to learn if Judge Arleo has approved the Settlement.

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.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 *Boehm v. BMW of North America, LLC, Civil Action No. 2:17-cv-12827*. 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 **October 28, 2019**, 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 Answer 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 get copies of the Settlement Agreement and related documents at www.fuelpumpsettlement.com.

QUESTIONS? CALL TOLL-FREE 1-888-208-8099 OR VISIT www.fuelpumpsettlement.com

Boehm Fuel Pump Settlement

Home

Online Claim Filing

Full Notice

Important Dates

Settlement Documents

FAQs

Contact Us

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Boehm v BMW of North America, LLC Case No. 2:17-cv-12827

IF YOU ARE A CURRENT OR FORMER OWNER OR LESSEE OF A MODEL-YEAR 2010 to 2012 MINI COOPER VEHICLE WITH AN "N14" ENGINE, YOU COULD GET BENEFITS FROM A CLASS ACTION SETTLEMENT.

A nationwide settlement has been reached in a class action lawsuit against BMW of North America, LLC involving the high pressure fuel pump, part number 13517588879, in certain model-year 2010 to 2012 MINI Cooper vehicles equipped with an N14 engine.

A federal Court has authorized notice of this settlement. This is not solicitation from a lawyer.

The Settlement provides an opportunity to be reimbursed for certain past expenses.

On December 3, 2019, the Court granted Final Approval of the Settlement. Please check back in **January 2020** for updates on the status of claim processing and payments after the Settlement becomes effective. You may read the Order Granting Final Approval by clicking [here](#).

To learn more about the terms of the proposed Settlement and how your legal rights may be affected, you may download and read the [Long Form Notice](#) or the [Settlement Documents](#), and the [Frequently Asked Questions](#) section provided on this website.

Questions? Call Toll-Free 1-888-208-8099 .

Your legal rights are affected whether you act or don't act. **Please read the information provided on this website and the [settlement documents](#) carefully.**

Boehm Fuel Pump Settlement

Home

Online Claim Filing

Full Notice

Important Dates

Settlement Documents

FAQs

Contact Us

SUMMARY OF IMPORTANT DATES

(Please see the [LONG FORM NOTICE](#) for details)

September 27, 2019	Notice and Claim Form Mailed
October 28, 2019	Objection Deadline
October 28, 2019	Request for Exclusion Deadline
October 28, 2019	Notice of Intent to Appear Deadline
November 26, 2019	Claim Filing Deadline
December 2, 2019	Final Approval Hearing at 2:00 p.m.



Boehm Fuel Pump Settlement

Home

Online Claim Filing

Full Notice

Important Dates


Settlement Documents

FAQs

Contact Us

CONTACT US

You may contact the Settlement Administrator:

By Phone: **1-888-208-8099** 

By Email: fuelpumpsettlement@atticusadmin.com

Boehm Fuel Pump Settlement

c/o Atticus Administration

PO Box 64053

Saint Paul, MN 55164

