



SIB 11 02 21

2021-07-08

CLASS ACTION SETTLEMENT: N20/N26 TIMING/OIL PUMP DRIVE CHAIN DIAGNOSIS/REPAIR

This Service Information Bulletin (Revision 1) replaces SI B11 02 21 **dated July 2021**.

What's New (Specific text highlighted):

- Situation updated to include, total loss, salvage and used parts
- Procedure updated with descriptions of the applicable 7 pin measuring cables
- Parts updated to include kit contents

MODEL

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

E-Series	Model Year	Model Description	Production Dates	Engine
E84	2013 to 2015	X1 sDrive28i Sports Activity Vehicle (SAV)	June 8, 2012 to June 30, 2015	N20
E84	2012 to 2015	X1 xDrive28i SAV	March 8, 2011 to June 30, 2015	N20
E89	2012 to 2015	Z4 sDrive28i Roadster	August 30, 2011 to February 26, 2015	N20
F10	2012 to 2015	528i Sedan/xDrive Sedan	August 22, 2011 to June 29, 2015	N20
F22	2014 to 2015	228i Coupe	November 13, 2013 to June 29, 2015	N20
F22	2015	228i xDrive Coupe	June 16, 2014 to June 29, 2015	N20
F22	2015	228i Coupe/xDrive Coupe PZEV/SULEV	October 18, 2014 to June 29, 2015	N26
F23	2015	228i Convertible/xDrive Convertible	October 24, 2014 to June 29, 2015	N20
F25	2015	X3 sDrive28i SAV	March 12, 2014 to March 31, 2015	N20
F25	2013 to 2015	X3 xDrive28i SAV	February 15, 2012 to March 31, 2015	N20
F26	2015	X4 xDrive28i Sports Activity Coupe (SAC)	March 6, 2014 to March 31, 2015	N20
F30	2012 to 2015	320i Sedan	June 18, 2012 to July 16, 2015	N20
F30	2013 to 2015	320i xDrive Sedan	February 28, 2013 to July 16, 2015	N20
F30	2012 to 2015	328i Sedan	October 19, 2011 to July 16, 2015	N20
F30	2012 to 2015	328i Sedan PZEV/SULEV	February 22, 2012 to July 26, 2015	N26
F30	2013 to 2015	328i xDrive Sedan	June 27, 2012 to July 16, 2015	N20
F30	2013 to 2015	328i xDrive Sedan PZEV/SULEV	June 27, 2012 to July 26, 2015	N26
F31	2014 to 2015	328i xDrive Sports Wagon	February 26, 2013 to July 29, 2015	N20
F32	2014 to 2015	428i Coupe/xDrive Coupe	June 27, 2013 to July 2, 2015	N20
F32	2014 to 2015	428i Coupe/xDrive Coupe PZEV/SULEV	June 22, 2013 to June 30, 2015	N26
F33	2014 to 2015	428i Convertible/xDrive Convertible	October 24, 2013 to June 29, 2015	N20
F33	2014 to 2015	428i Convertible/xDrive Convertible PZEV/SULEV	November 5, 2013 to June 29, 2015	N26
F34	2014 to 2015	328i xDrive Gran Turismo	June 12, 2013 to June 25, 2015	N20
F34	2015	328i xDrive Gran Turismo PZEV/SULEV	June 11, 2014 to June 30, 2015	N26
F36	2015	428i xDrive Gran Coupe	February 28, 2014 to June 23, 2015	N20
F36	2015	428i xDrive Gran Coupe PZEV/SULEV	April 22, 2014 to June 29, 2015	N26

Note: The Model information above is for informational purposes only, it is not the only deciding factor.

SITUATION

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

This Settlement is effective on and after Wednesday June 30, 2021

Note: This bulletin is a notice of a Class Action Settlement Repair Benefit that is now available. This is NOT a notice of a Recall or Service Action.

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.

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

SI B11 02 21: The current owner or lessee (Class Member) and their Class Vehicle are eligible to receive the Repair Program (diagnosis or diagnosis and repair service benefit one-time) that is provided through the Timing Chain and Oil Pump Drive Chain Module (N20, N26 Engines) Settlement. This service benefit is subject to certain limitations and exclusions as outlined in the Settlement. The previous Timing Chain/Oil Pump Drive Chain Module 7/70 Limited Warranty Extension ([SI B11 03 17](#)) may also still apply.

Note: Before performing a repair and submitting a claim, first confirm that the vehicle has the above Notice of Limited Warranty Extension in the DCSnet Warranty Inquiry Vehicle Comments section.

Important Note:

The service (repair) benefit that is provided by this settlement is subject to the same vehicle eligibility requirements, limitations, and exclusions that apply to the BMW New Vehicle Limited Warranty. Specifically, the coverage shall be null and void because the:

- Vehicle has been declared a total loss or sold for salvage purposes, the true mileage cannot be determined, the Vehicle Identification Number (VIN) has been altered and cannot be determined, and/or the
- Applicable covered vehicle components were previously replaced with used or salvaged automobile parts.

The BMW DCSnet Warranty Vehicle Inquiry (WVI) may not contain a corresponding Vehicle Comment that identifies that one or more of the above non-eligible vehicle situations apply. In these cases, please use any other resources that are available at your center to confirm the vehicle's eligibility (for example, CARFAX®). Always verify the correct engine serial number is installed in the vehicle. Enter the VIN into AIR and compare the engine serial number to the engine serial number in AIR using "Vehicles Details".

If the engine serial number does not match-

- Create a TSARA TeileClearing Hotline case that includes or identifies the issues that could affect the vehicle's eligibility
- Wait for a response before proceeding
- Provide a picture of the engine serial number in the case

If it is determined the vehicle is non-eligible, or if you are uncertain of the vehicle's eligibility, or you do not have access to any other resources; please create a TSARA TeileClearing Hotline case that includes or identifies the issues that could affect the vehicle's eligibility and wait for a response before proceeding.

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 B11 02 21: The current owner/lessee of this Class Vehicle has opted-out of the Timing Chain and Oil Pump Drive Chain Modules (N20, N26 Engines) Class Action Settlement. By asking to be excluded, the owner/lessee of this vehicle are not eligible to receive any of the Settlement Class benefits. The previous Timing Chain/Oil Pump Drive Chain Module 7/70 Limited Warranty Extension may apply if the Class Vehicle is still eligible.

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

Class Allegations

The plaintiffs in the lawsuit alleged that the timing chain and oil pump drive chain modules in certain MY 2012 to MY 2015 BMW Class Vehicles' are defective and could lead to sudden engine failure and a loss of power to the vehicles.

BMW expressly denied any wrongdoing alleged in the complaint and does not admit or concede any actual or potential fault, wrongdoing, or liability.

Nevertheless, the parties concluded that settlement was desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation and to resolve, finally and completely, all pending and potential claims related to this matter.

Settlement Class Vehicles (Beyond 7/70*)

US-specification 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 (Who did not opt-out)

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; and those that
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.

Class Action Service Benefit/Repair Program (Available as of June 30, 2021)

Limitation

For eligible Class Vehicles beyond 7/70, under the terms of this Settlement, **only one Prospective Repair Program repair per VIN is permitted (Diagnosis or Diagnosis/Repair)**, although recovery under the Prospective Repair Program does not affect the Class Member's eligibility to recover under the Reimbursement Program (Refer to the attached notice for more information, Page 5).

As determined by the vehicle's original in-service date:

Up to one year after the Effective Date of the Settlement (June 30, 2021 to June 29, 2022):

- Any Class Vehicle **regardless of age** (i.e., years in service) the Class Member's Class Vehicle may be eligible for full or partial coverage of the costs of these same future repairs if the vehicle has 100,000 miles or less and is taken to an authorized BMW Center for the repair.
- This repair coverage will be scaled to the **vehicle mileage**

See the **repair reimbursement matrix (bottom) provided on page 5** of the attached preliminary settlement document and in the Warranty Information section below.

Or:

One year after the Effective Date of the Settlement (On or after June 30, 2022):

- Full or partial coverage of the costs of future repairs the Class Member's Class Vehicle timing chain module, oil pump drive chain module, or engine (if damaged due to a failure of the timing chain or oil pump drive chain modules) if the repair is performed at an authorized BMW Center and the Class Vehicle has less than 8 years or 100,000 miles in service (whichever comes first).
- Repair coverage will be scaled to the **vehicle age and mileage**

See the **repair reimbursement matrix (top) provided on page 5** of the attached preliminary settlement document and in the Warranty Information section below.

***Note: For eligible vehicles that have not exceeded the previous timing chain/oil pump drive chain module 7/70 extended limited warranty coverage, please refer to [SI B11 03 17](#).**

Inquiries

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

Additional Information/Settlement Status Updates

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

PROCEDURE

First, perform a DCSnet Warranty Vehicle Inquiry and review the Repair History (Claims) section to see if, and when a prior diagnosis or diagnosis/repair procedure was performed and claimed (DC 11 31 90 03 00/11 31 90 04 00).

For eligible Class Vehicles that are beyond the 7/70 limited warranty extension, under the terms of this Settlement, **only one Prospective Repair Program repair per VIN is permitted (Diagnosis or Diagnosis/Repair).**

1. Checking the chain modules for wear.

Connect the vehicle to ISTA and perform a vehicle test.

Select "Vehicle management"

Select "Troubleshooting"

Select "Function structure"

Select "Powertrain"

Select "Engine electronics, quality control valve (MSV)"

Select "Valve gear"
 Select "Start search"
 From the list of available test plans, select "VANOS solenoid valve, exhaust" or "Exhaust Camshaft Sensor"
 Select "Continue"
 Select "VANOS Solenoid Valve"
 Select "Display"
 Select "Continue test module" and "Next"
 Select "Timing chain test" and follow the steps to complete the test plan.
 If the test plan asks, "Solenoid valves ok?" Select "Yes".
 Follow the test plan steps to check the timing chain.
 Test plan will conclude with one of the following:

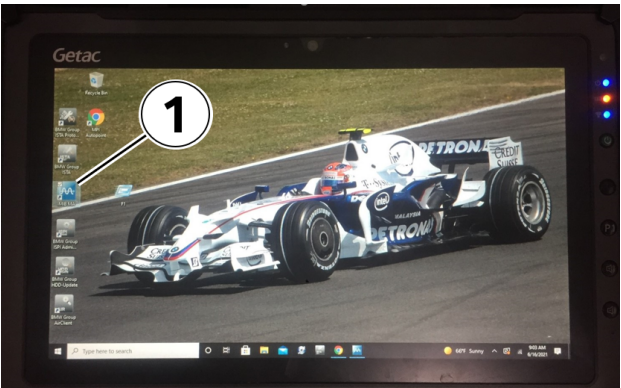
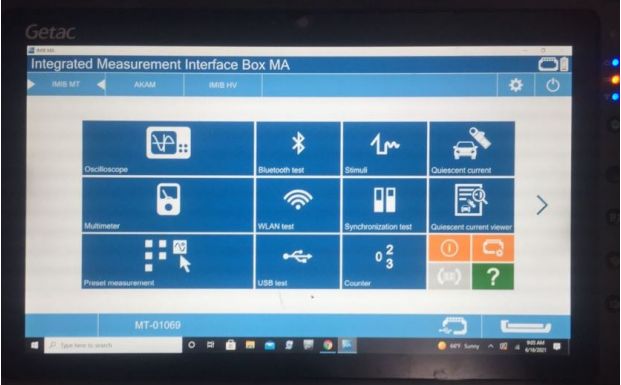
- If the test plan results indicate the timing chain is not stretched ("OK"), then go to step 2.

Or

- If the test plan results indicate "The timing chain can only be mechanically checked on this vehicle", then go to step 2.

Or

- If the test plan results indicate the timing chain is stretched ("not OK"), then go to step 6.

	<p>2. Go to the IMIB Next screen and open the "IMIB MA" application (1).</p>
	<p>3. After the IMIB MA application opens then return to ISTA and continue diagnosis.</p>

The test plan "Evaluating the drive chain for the oil pump" will not operate if the IMIB MA application is not open yet.

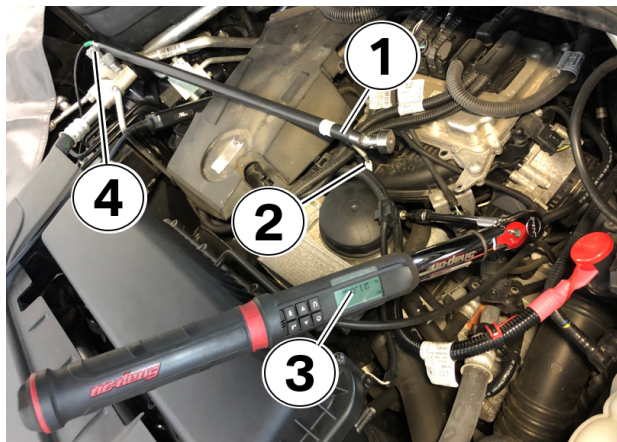
4. Proceed to the "Evaluating the drive chain for the oil pump" test plan using the following path:

- Select – "Service functions"
- Select – "Powertrain"
- Select – "Engine electronics MEVD"
- Select – "Evaluating the drive chain for the oil pump"

Follow the test plan steps. Thoroughly read the test plan directions to avoid repeating work.

Install the following special tools onto the engine:

	<p>Measuring adaptor special tool P/N 2405341 (1)</p> <p>Measuring adaptor tip (2)</p> <p>Sensor cable (3)</p> <p>Adjustable joint (4)</p> <p>Frequency sensor (5)</p> <p>7-pin IMIB cable connection (6)</p>
	<p>Frequency sensor mounting bolt and spacer sleeve special tool P/N 5A1FAD0</p> <p>Mounting bolt (1)</p> <p>Spacer sleeve (2)</p> <p>For additional information about this tool refer to SI 04 02 21.</p>
<p>Tool set up and installation onto the engine:</p>	
	<p>Remove the measuring adaptor tip (4)</p> <p>Install the spacer sleeve and mounting bolt (3) through the frequency sensor (2).</p>
	<p>Remove the acoustic engine cover.</p> <p>Locate the empty M8 threaded hole (1) in the cylinder head adjacent to the oil filter housing.</p>



Install the frequency sensor with mounting bolt into the M8 hole (1).

Route the wire between the oil filter housing and intake manifold (2) to avoid damage to the tool.

IMPORTANT!

Torque the mounting bolt to 21.5 Nm (3).

Connect the 7 pin AUX measuring cable to the end of the measuring adaptor tool (4).

The 7 pin AUX measuring cables cable part number is 81 31 2 468 790.

See 7 pin AUX measuring cable overview below.



7 pin AUX measuring cable overview:

BMW Part Number - 81 31 2 468 790 – This 7 pin cable was sent with IMIB R2.

Cable end colors: Yellow and Green

Label Description on the Cable:

AVL SN 2297
BV8066 V2
K101834 AIDH

OR



No BMW Part Number – This 7 pin cable was sent with IMIB.

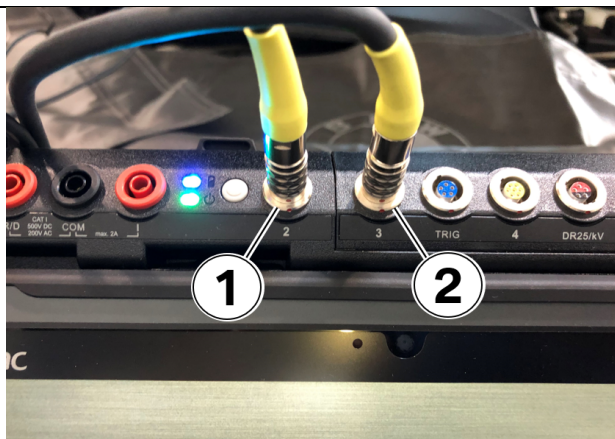
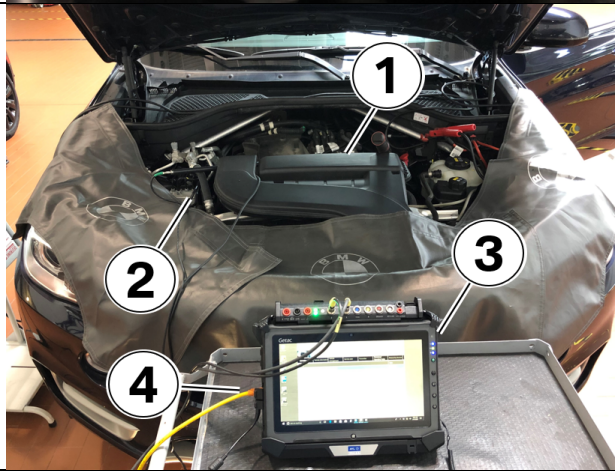
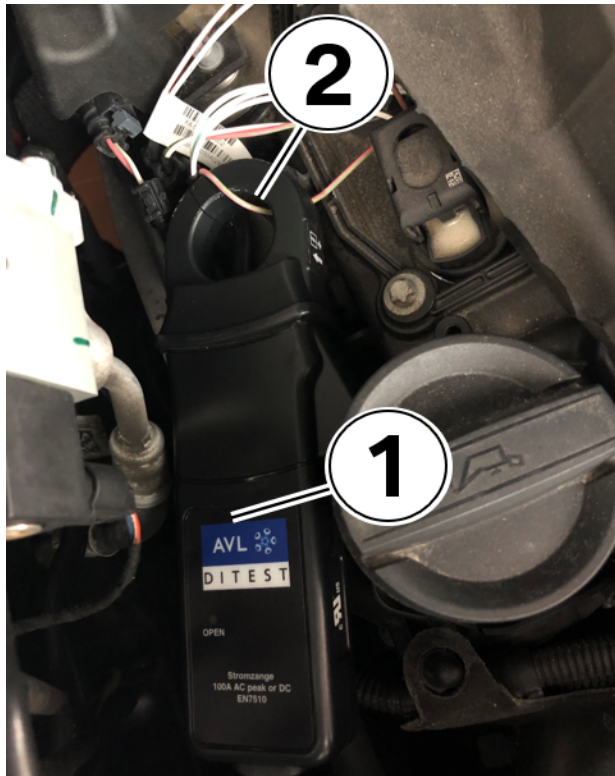
Cable end colors: Yellow and Brown

Label Description on the Cable:

SIEMENS AUX1
A5E01034069
ES 02 09/08

Connect the IMIB 100 AMP clamp (1) to the red/green wire of ignition coil #1 (2).

P/N 81 31 2 468 784
Or
P/N 81 31 2 344 255



IMIB and vehicle overview:

Frequency sensor installed (1).

100 AMP clamp installed (2).

IMIB next with tablet placed on a table or cart in front of the vehicle (3).

IMIB Next connect to the network via LAN (4).

Connect the frequency sensor 7 pin AUX cable to port 2 on the IMIB next (1).

Connect the 100 AMP clamp 7 pin cable to port 3 on the IMIB next (2).

Note:

The test plan can be performed and measured from the IMIB Next with tablet at the same time, this will require less equipment connections.

Or

- The test plan can be run from another tablet or lap top device.
- The tablets or laptops should be connected via LAN to the network. Connecting via WIFI may lead to connectivity issues when using the test plan.

Read the procedure steps in the test plan very carefully. Following the sequence of the on-screen instructions will lead to the best efficiency.

Refer to the attached video for a general description of how the diagnosis will occur.

5. Test plan will conclude with the statement “The oil pump chain is OK” or “The oil pump chain is not OK”.

If the test plan results indicate the oil pump chain is OK, then take no further action.

Or

If the test plan results indicate the oil pump chain is not OK, then go to step 6.

Or

If the results of the test plan are inconclusive or the engine is inoperable:

- Create a TSARA Hotline case with “N2X Chain Issues” in the subject line.
- Describe the vehicle situation in the case description, to increase case response efficiency provide pictures or videos as possible to help describe the issue.
- Submit the TSARA Hotline case and wait for a response.

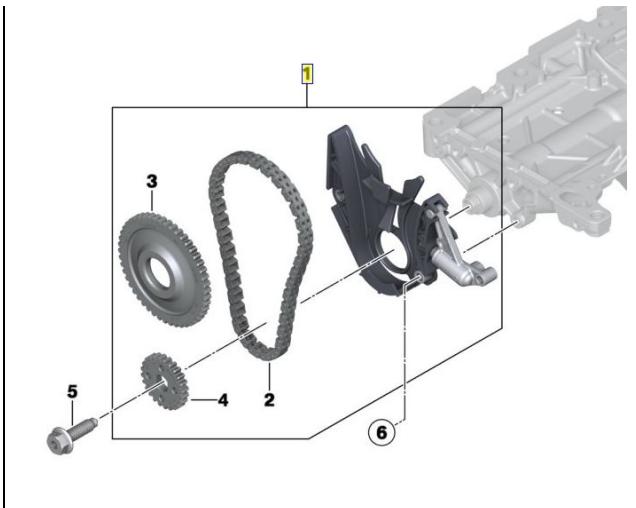
6. Replace the timing/oil pump chains module as per Premium Repair Instruction 11 31 054 “Replacing timing chain and chain module for oil pump N20, N26”.

Note: Step number 45 of Preliminary Works, “Installing and removing or replacing chain tensioner piston” (included in Repair Instruction 11 31 054), specifically states to release the screws for the wastegate actuator and to raise up the unit slightly to gain access to the chain tensioner.

This instruction will avoid wastegate actuator and turbocharger removal. Do not remove the entire wastegate actuator and or the turbocharger for any reason while replacing the engine oil pump drive chain module, timing chain, timing chain tensioner, slide rail, tensioning rail and guide rail.

Change the engine oil and filter.

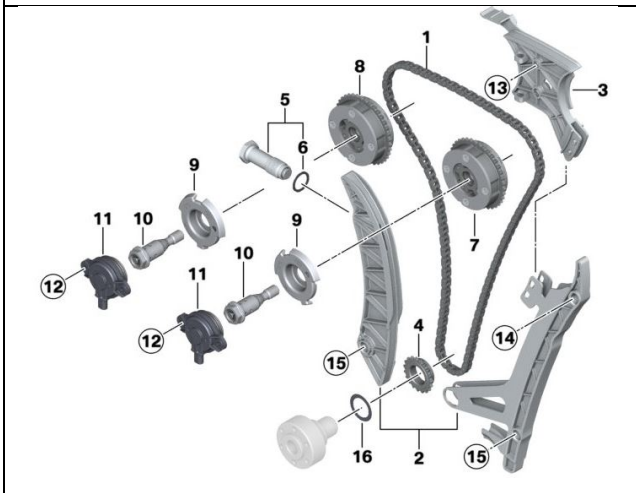
<p><u>Oil Pump Chain Module Overview</u></p> <p>Replace item #1 in the illustration.</p> <p>Item #1 Chain drive includes the gears, chain and tensioning device.</p> <p>The bolts are reusable as per the applicable repair instructions.</p> <p>These parts are found in the new parts kit P/N 11 31 5 A19 AA2. See Parts Information.</p>
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Timing Chain Module Overview
 Replace the following components in the illustration.

- #1 – Timing chain
- #2 – Chain tensioner and guide rail
- #3 – Slide rail
- #4 – Sprocket
- #5 – Chain tensioner with seal

These parts are found in the new parts kit P/N 11 31 5 A19 AA2. See Parts Information.

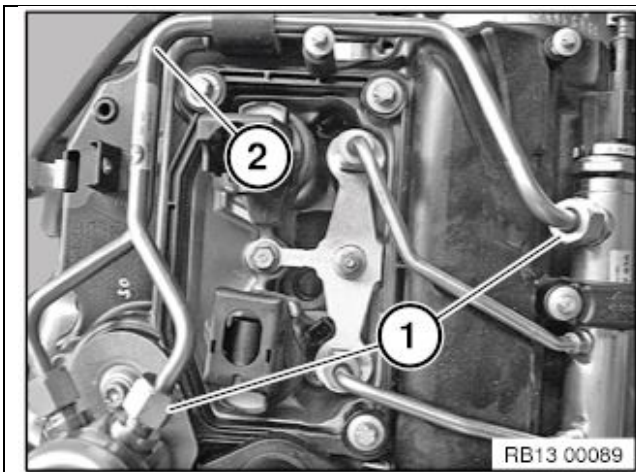


Timing Chain Module Overview
 Replace the following components in the illustration.

- #1 – Timing chain
- #2 – Chain tensioner and guide rail
- #3 – Slide rail
- #4 – Sprocket
- #5 – Chain tensioner with seal

These parts are found in the new parts kit P/N 11 31 5 A19 AA2. See Parts Information.

Important Repair Instruction Information:



When the high-pressure line connections (1) are released, then the line (2) must be replaced.

This high-pressure line must be replaced and cannot be re-used.

Refer to Repair Instruction 13 53 180 "Replace pressure line" for more details.

Refer to ETK using the VIN of the vehicle the proper part number.

PARTS INFORMATION

Please refer to the weekly Parts Matrix for ordering information. P/N 11 31 5 A19 AA2 is kit part number consisting of many parts.

Part Number	Description	Quantity
11 31 5 A19 AA2	Set Timing Chain (Kit)	1
	The Kit includes (Do not order these parts separately): Chain drive for oil pump Timing chain	

	Chain tensioner and timing chain guide rail Sprocket for crankshaft Timing chain slide rail Chain tensioner with gasket ring Collar screw Gasket set, cylinder head cover Seal flange for VVT motor Crankshaft Collar Screw Bearing bolts for the guide rails Oil pump collar screws Screw plugs with gasket rings	
Refer to EPC	Fuel feed line	1
Refer to EPC	Profile gasket oil sump	1
Refer to EPC	Engine oil filter kit	1
Refer to EPC	Washer – Manual transmission vehicles only – Enter the vin number into ETK to determine the requirement.	1 (if applicable)

Refer to the ETK and the applicable repair instructions for other one-time use fasteners and/or component information regarding additional or replacement screws, gaskets, and seals that need to be installed and claimed.

Bulk Materials - Sublet

Part Number (P/N)	Billing P/N (10ths)	Description	Quantity
See SI B11 01 21	N/A	Engine oil (0W-30 - 6 x 1 Liter case)	Up to 6 liters
Or:			
See SI B11 01 21		Engine oil (0W-30 – 209-liter drum)	Up to 5.3 liters
Or:			
See SI B11 01 21	See SI B11 01 21	Engine oil (0W-30 – Tank Delivery- Liters)	Up to 5.3 liters
And:			
82 14 1 467 704	N/A	Antifreeze*	As needed

*Replacing drained quantity with a 50/50 antifreeze/water solution.

WARRANTY INFORMATION

For eligible vehicles that have not exceeded the previous engine timing chain/oil pump drive chain module 7/70 extended limited warranty coverage, please refer to [SI B11 03 17](#).

For eligible vehicles beyond 7/70 limited warranty extension, qualifying N20 and N26 vehicle's timing chain module, oil pump drive chain module, or consequential engine replacement repairs are covered under the terms of the applicable CPO coverage.

Eligible Class Vehicles that are beyond the 7 year/70,000 Mile Extended Limited Warranty ([B11 03 17](#)) and/or are without or have expired CPO coverage

Class Members' Class Vehicles' timing chain and oil pump drive chain modules (N20, N26) and the engine (if damaged due to a failure of the timing/oil pump drive chain module) have the component-specific coverage described below.

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

Limitation

For eligible Class Vehicles beyond 7/70, under the terms of this Settlement, **only one Prospective Repair Program repair per VIN is permitted (Diagnosis or Diagnosis/Repair)**, although recovery under the Prospective Repair Program does not affect the Class Member's eligibility to recover under the Reimbursement Program (Refer to the attached notice for more information, Page 5).

The diagnosis and repair procedures described in this bulletin are subject to the corresponding vehicle eligibility requirements, limitations, and exclusion criteria that apply to all repairs and BMW claim submissions.

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

Non-Qualifying Repairs

Repairs performed on ineligible vehicles, eligible vehicles operated and repaired outside the United States and Puerto Rico and/or the diagnosis and repair of other unrelated issues. This exclusion also applies to repairs that were performed using (including those repairs that result from using) non-genuine BMW parts and/or used BMW passenger car or light truck parts.

Qualifying Repairs Claim Submissions (as determined by the vehicle's original in-service date)

Claim the applicable work with the Defect Code(s) and labor operations provided below that apply.

Diagnosis (100 Percent, one-time)

Within the coverage limits below that apply to the vehicle, the timing chain and oil pump drive chain module diagnosis are coverage at 100 percent, one time only.

Repair Required after Diagnosis (the applicable Matrix below applies, also one-time)

Up to one year after the Effective Date of the Settlement (SI B11 02 21)			
From June 30th, 2021, to and including June 29th, 2022 (Repair order/claim date – see below)			
Vehicle Mileage, Regardless of Years in Service		BMW's Contribution	Class Member's Contribution
Up to 70,000 miles	N/A	100%	0%
From 70,001 to 80,000 miles	N/A	75%	25%
From 80,001 to 90,000 miles	N/A	55%	45%
From 90,001 to 100,000 miles	N/A	40%	60%
Over 100,000 miles	N/A	Not Eligible for Relief	

Or:

One year after the Effective Date of the Settlement (SI B11 02 21)			
On or after June 30th, 2022 (Repair order/claim date – see below)			
Vehicle Mileage and Years in Service		BMW's Contribution	Class Member's Contribution
Less than 70,000 miles and 7 years in service		Refer to SI B11 03 17	
From 70,001 to 80,000 miles, or less than 70,000 miles	And more than 7 years (84 mos) and less than 8 years (96 mos) in service	75%	25%
From 80,001 to 90,000	And less than 8 years (96 mos)	55%	45%

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miles	in service	40%	60%
From 90,001 to 100,000 miles	And less than 8 years (96 mos) in service		
Over 100,000 miles	Or over 8 years or more in service	Not Eligible for Relief	

Reimbursement for this Action will be via normal claim entry utilizing the applicable work package information below, and when required, the part numbers listed above that apply.

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).

Defect Code:	1131900300	E84 E89 F1x F2x F3x N20 N26 Engine Timing Chain and Oil Pump Drive Chain Modules Diagnosis
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No Repair is Necessary: The vehicle is connected and diagnosed with the elongation test plan – Result Passed – Continue with diagnosis with frequency test – Result Passed

Work Pkg	Labor Operation	Description	Labor Allowance
# 1	00 70 994	Diagnosis Timing Chain and Diagnosis Oil Pump Chain (Results are OK, no parts replacement required) (Plus work – Vehicle already in the workshop)	8 FRU
Or:	---	---	---
# 2	00 70 432	Diagnosis Timing Chain and Diagnosis Oil Pump Chain (Results are OK, no parts replacement required) (Main work)	10 FRU

And, if the:

Results of the Test Plan are Inconclusive, or the Engine is Inoperable

Labor Operation	Description	Labor Allowance
00 58 677	Submit the TSARA Hotline case and wait for a response	Refer to AIR

Or, a:

Repair is Necessary: The vehicle is connected and diagnosed with the elongation test plan only – Result Failed (Perform repair under DC 1131900400 and the apply matrix)

Work Pkg	Labor Operation	Description	Labor Allowance
# 3	00 70 995	Vehicle test, measuring timing chain for elongation test plan (Result is NOT OK for the timing chain, parts replacement required) (Plus work – Vehicle already in the workshop)	5 FRU
Or:	---	---	---
# 4	00 70 433	Vehicle test, measuring timing chain for	7 FRU

	elongation test plan (Result is NOT OK for the timing chain, parts replacement required) (Main work)	
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Repair is Necessary: The vehicle is connected and diagnosed with the elongation test plan – Result Passed – Continue with diagnosis with frequency test – Result Failed (Perform repair under DC 1131900400 and the apply matrix)

Work Pkg	Labor Operation	Description	Labor Allowance
# 5	00 70 994	Diagnosis Timing Chain and Diagnosis Oil Pump Chain (Result is NOT OK for the oil pump chain, parts replacement required) (Plus work – Vehicle already in the workshop)	8 FRU
Or:	---	---	---
# 6	00 70 432	Diagnosis Timing Chain and Diagnosis Oil Pump Chain (Result is NOT OK for the oil pump chain, parts replacement required) (Main work)	10 FRU

And, with

Work Package #3, 4, 5 or 6:

Qualifying Repairs - Claim Submission (Labor/Parts/Sublet at the Matrix's Reimbursement Percentage that applies)

Defect Code:	1131900400	E84 E89 F1x F2x F3x N20 N26 Engine Timing Chain And Oil Pump Drive Chain Modules Repair (Matrix applies)	
Labor Operation	Description (Associated work)		Labor Allowance
00 62 987	Replace the oil pump chain module and timing chain module (includes replacing the engine oil, the engine oil filter, a wheel alignment check and adjustment is NOT necessary) (Plus work – Vehicle already in the workshop)		Refer to AIR

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

And, as needed:

Sublet – Bulk Materials (RO and Claim Comments Required)

Sublet Code 4	See the sublet reimbursement calculations 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 materials (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.

Alternate Transportation Procedure - Timing Chain and Oil Pump Drive Chain Module Repair Related

If a vehicle that is covered by this Class Action requires a timing chain/oil pump chain replacement, BMW NA will cover the cost of up to 3 days car rental.

- Where possible, please schedule these repairs early in the week. BMW NA will not pay any expenses for weekend car rental days (Monday through Friday only).
- Car rentals related to diagnosis only cases (no repair required) will not be reimbursed.
- Prior AAM Field Authorization (FAS) is not required.

A rental car is purely a goodwill gesture and is not part of the Class Action Settlement.

Please refer to the attachment for more information including the per-day car rental allowance.

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 the corresponding items under the Defect Code for diagnosis (labor only) and/or the Defect Code for the repair as applicable.
 - Explain the reason for this consequential repair work (the why and the what) on the repair order and in the claim comments section.

Based on which one 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 (WT), RO/Claim WT and/or repair explanation procedures, unless otherwise required by State law.

BMW Maintenance Program (In conjunction with a Timing/Oil Pump Drive Chain Repair)

If the vehicle has an active maintenance program and the Engine oil Service task shows Recommended, Due or Bundling Eligible (BE), then:

- Perform the Engine oil Service task; and
- Reset the CBS data.

Create an additional RO line item to perform and claim the maintenance task Standard Scope (Main flat rate labor operation code 00 00 105 under DC 85 99 05 01 MP).

Claim and submit for only the engine oil and filter part numbers under the BMW Maintenance Program engine oil service Defect Code

Be sure to also perform and claim any other required connected maintenance service tasks.

Claim the timing/oil pump drive chain module diagnosis and repair-related work tasks using the Plus code operations.

QUESTIONS REGARDING THIS BULLETIN

Technical inquiries	Submit feedback at the top of this bulletin
Warranty inquiries	Please contact the Warranty department by either using the Live Chat that's available in the Warranty Documentation Portal or through IDS by selecting Coverage, Policy, Coding Questions and Mileage Corrections
Parts inquiries	Submit an IDS ticket to the Parts Department

Supporting Materials

[picture_as_pdf B110221 N20_N26 TC Gelis v BMW CF Notice.pdf](#)

[picture_as_pdf B110221 Timing Chain Class Action Rental.pdf](#)

Videos

[11.01.21](#)

Gelis Claims Administrator
c/o Rust Consulting - 7080
PO Box 14
Minneapolis, MN, 55440-0014

United States District Court
for the District of New Jersey

IMPORTANT LEGAL MATERIALS

FOR OFFICIAL USE ONLY
01

clmnt_idno UAA <<SequenceNo>>

<<Name1>> <<Name2>>
<<Name3>>
<<Name4>>
<<Name5>> <<Name6>>
<<Name7>>
<<Name8>> <<Name9>>
<<Address1>>
<<Address2>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

Page 1 of 2

Claimant Identification Number:
<<clmnt_idno>>

If you are a current or former owner or lessee of a model-year 2012 to 2015 BMW vehicle, 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, entitled *Gelis, et al. v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No. 2:17cv-07386, involving the timing chain and oil pump drive chain modules in certain model-year 2012 to 2015 BMW vehicles.
- The Settlement provides an opportunity to be reimbursed for certain past expenses and covered for certain future repairs.

- c. The identity of the owner/lessee of the Settlement Class Vehicle at the time of repair (such as a true copy of a vehicle title, registration, or license receipt); and
- d. That your Settlement Class Vehicle had fewer than 8 years and 100,000 miles (whichever comes first) at the time of the repair, as evidenced by a repair order with vehicle mileage from the entity that performed the repair or replacement, or service records from before and after the repair or 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(s) numbers used in the repair; and
- i. The date of repair; and
- j. Evidence of adherence to regular oil changes in accordance with the Class Vehicle's Condition Based Service Indicator. Documents evidencing your adherence to the relevant aspects of the vehicle maintenance schedule during the time you owned the vehicle are required, in particular, scheduled oil changes up to the date/mileage of replacement/repair, within a variance of 1,000 miles of the scheduled time or mileage maintenance requirements. However, if you cannot obtain maintenance records despite a good faith effort to obtain them, you may submit a declaration under penalty of perjury detailing what efforts you made to obtain the records, who you communicated with and when, why the records were not available, and attesting to adherence to the maintenance schedule and, in particular, scheduled oil changes up to the date/ mileage of the replacement/repair, within the variance set forth above.

COMPLETED CLAIMS FORMS CAN BE SUBMITTED BY MAIL OR ONLINE.

IF YOU ARE SUBMITTING THIS FORM 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 18, 2021** TO:

Gelis Claims Administrator c/o
Rust Consulting - 7080
PO Box 14
Minneapolis, MN, 55440-0014

IF YOU ARE SUBMITTING THIS FORM ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT WWW.TIMINGCHAINMODULESETTLEMENT.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 18, 2021**.

QUESTIONS? CALL TOLL-FREE (866) 411-6985 OR VISIT www.TimingChainModuleSettlement.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 2012 to 2015 BMW vehicle,
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, entitled *Gelis, et al. v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No. 2:17-cv-07386, involving the timing chain and oil pump drive chain modules in certain model-year 2012 to 2015 BMW vehicles.
- The Settlement provides an opportunity to be reimbursed for certain past expenses and covered for certain future repairs.
- **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 March 18, 2021 . <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 January 19, 2021 . <i>See Question 12, below.</i>
OBJECT	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by January 19, 2021 . <i>See 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 16, 2021. <i>See 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 prospective repair program, explained below).	<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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION **PAGE 3**

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 SETTLEMENT **PAGE 3-4**

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

THE BENEFITS: WHAT YOU GET **PAGE 4-5**

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

HOW TO GET BENEFITS **PAGE 6**

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 benefits?

EXCLUDING YOURSELF FROM THE SETTLEMENT **PAGE 6**

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 YOU **PAGE 7**

15. Do I have a lawyer in the case?

16. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT **PAGE 7-8**

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 HEARING **PAGE 8 - 9**

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 IF I DO NOTHING? **PAGE 9**

22. What happens if I do nothing?

GETTING MORE INFORMATION **PAGE 9**

23. Can I get more details about the Settlement?

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	Description	Model Years
X1	SAV	2012-2015
X3	SAV	2013-2015
X4	SAV	2015
Z4		2012-2015
228i	Coupe, Convertible	2014-2015
320i	Sedan	2012-2015
328i	Sedan, Sports Wagon, Gran Turismo	2012-2015
428i	Coupe, Convertible, Gran Coupe	2014-2015
528i	Sedan	2012-2015

**Model Years are not fully indicative of actual vehicles, which will depend on production ranges.*

Judge Cathy L. Waldorf of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, captioned as *Gelis, et al. v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No. 2:17-cv-07386 (the "Action"). Artem V. Gelis, Bhawar Patel, Robert McDonald, James V. Olson, Gregory Heyman, Susan Heyman, Debra P. Ward, Darrian Stovall, Alex Martinez, Amanda Gorey, Chris Williams, Ashok Patel, Kenneth Gagnon, Michael Cerny, Maria Meza, Andre Malske, Nicole Guy, David Richardson, Stacey Turner, and Eric T. Zinn, the people who sued, are called the "Plaintiffs,"

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and the company that was sued, BMW of North America, LLC, is called the “Defendant.”

This lawsuit alleges that the Class Vehicles’ timing chain and oil pump drive chain modules are defective and 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.

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.

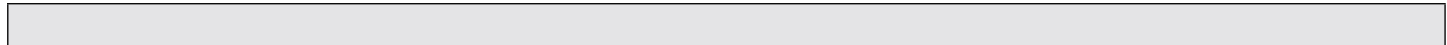
All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendant from liability for the claims that were raised or could have been raised in the Action involving the Class Vehicles’ alleged issues with the timing chain and oil pump drive chain modules. The Settlement does not mean that BMW of North America broke any laws, or otherwise did anything wrong, because Judge Waldor 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.

The Settlement Class includes all persons or entities (as of the Effective Date) in the United States, including the District of Columbia and Puerto Rico, who currently own or lease, or previously owned or leased, certain of the following U.S. specification 2012-2015 model year BMW vehicles purchased or leased, and registered and operated in the United States, including the District of Columbia and Puerto Rico:

Model Description		Model Years
X1	SAV	2012-2015
X3	SAV	2013-2015
X4	SAV	2015
Z4		2012-2015
228i	Coupe, Convertible	2014-2015
320i	Sedan	2012-2015
328i	Sedan, Sports Wagon, Gran Turismo	2012-2015
428i	Coupe, Convertible, Gran Coupe	2014-2015

528i Sedan	2012-2015
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*Model Years are not fully indicative of actual vehicles, which will depend on production ranges.



If Judge Waldor 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 repairing or replacing one failed timing chain module, oil pump drive chain or engine (if damaged due to a failure of the timing chain pump drive chain modules), as follows:

Reimbursement Program: You may be eligible for full or partial reimbursement of costs for repairing or replacing one failed timing chain module, one failed oil pump drive chain module, or replacing one failed engine if damaged due to a failure of the timing chain or oil pump drive chain modules, per VIN, per owner/lessee if the replacement occurred before the Effective Date and prior to the earlier of the first 8 years or 100,000 miles of the Class Vehicle’s in-service date (whichever comes first). All reimbursements will be made according to the Reimbursement Chart below. Repairs performed at authorized BMW Centers will be reimbursed 100%, without any cap. Repairs performed at independent service centers will be capped at \$3,000.00 for timing chain/oil pump drive chain repairs, and at \$7,500.00 for engine replacement, inclusive of parts and labor. In addition to this cap for independent service center repairs, reimbursements will be scaled to vehicle age and mileage as follows:

Mileage and Years in Service	Defendant Contribution	Class Member Contribution	Reimbursement Cap for Repair at BMW Center	Reimbursement Cap for Repair at Independent Service Center	
				Timing Chain Module/ Oil Pump Drive Chain Module	Engine
Less than 70,000 miles and 7 years in service	100%	0%	None	\$3,000	\$7,500
70,001 to 80,000 miles, or less than 70,000 miles but more than 7 years and less than 8	75%	25%	None	\$3,000	\$7,500

years in service					
80,001 to 90,000 miles and less than 8 years in service	55%	45%	None	\$3,000	\$7,500
90,001 to 100,000 miles and less than 8 years in service	40%	60%	None	\$3,000	\$7,500
Over 100,000 miles or 8 years in service (whichever comes first)	Not Eligible For Relief				

- 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).

Prospective Repair Program: After the Effective Date, you may be eligible for full or partial coverage of the costs of **future** repairs to your vehicle's timing chain module, oil pump drive chain module, or engine (if damaged due to a failure of the timing chain or oil pump drive chain modules) if the repair is performed at an authorized BMW Center and the Class Vehicle has less than 8 years or 100,000 miles in service (whichever comes first). Repair coverage will be scaled to vehicle age and mileage as follows:

Mileage and Years in Service	Defendant Contribution	Class Member Contribution
Less than 70,000 miles and 7 years in service	Covered by existing 7 year/70,000 mile Component Warranty Extension	
70,001 to 80,000 miles, or less than 70,000 miles but more than 7 years and less than 8 years in service	75%	25%
80,001 to 90,000 miles and less than 8 years in service	55%	45%
90,001 to 100,000 and less than 8 years in service	40%	60%

Over 100,000miles or 8 years in service (whichever comes first)	Not Eligible For Relief
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Additionally, for one year after the Effective Date, any Class Vehicle regardless of age (i.e., years in service) you may be eligible for full or partial coverage of the costs of these same future repairs as long as the vehicle has 100,000miles or less and is taken to an authorized BMW Center for the repairs. This repair coverage will also be scaled to vehicle mileage as follows:

Mileage	Defendant Contribution	Class Member Contribution
Less than 70,000 miles	100%	0%
70,001 to 80,000 miles	75%	25%
80,001 to 90,000 miles	55%	45%
90,001 to 100,000miles	40%	60%
Over 100,000miles	Not Eligible For Relief	

* * *

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. Only one Prospective Repair Program repair per VIN is permitted, although recovery under the Prospective Repair Program does not affect your eligibility to recover under the Reimbursement Program. There are additional limitations and exclusions from coverage contained set forth in BMW of North America's New Passenger Vehicle Limited Warranty and in Section III of the Settlement Agreement, which you should review at www.TimingChainModuleSettlement.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 identified on the Claim Form. In order to receive benefits under the prospective repair program, you must take your Class Vehicle to an authorized BMW Center.

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 timing chain module or oil pump drive chain module in the Class Vehicles. The Settlement Agreement is available at www.TimingChainModuleSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily precise legal terminology, so read it carefully.

Judge Waldor has approved specific lawyers to represent you and other Class Members in this lawsuit and Settlement. You can talk to one of

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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.

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.TimingChainModuleSettlement.com. The current deadline for submitting your Claim Form is **March 18, 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.

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.TimingChainModuleSettlement.com to see a copy of the Settlement Agreement, or contact Class Counsel below.

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 16, 2021**, and all appeals, if any, are resolved.

Please be patient, and feel free to check www.TimingChainModuleSettlement.com for current status.

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.

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?

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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 *Gelis, et al. v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No.

2:17-cv-07386. 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 19, 2021**, to the 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 firms of Kantrowitz Goldhamer & Graifman, P.C.; Thomas P. Sobran, Esq.; and Nagel Rice, LLP. Judge Waldor 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

Bruce H. Nagel, Esq.
Randee M. Matloff, Esq.
NAGEL RICE, LLP
103 Eisenhower Parkway
Roseland, NJ 07068

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.

As part of the resolution of the Action, Class Counsel and BMW of North America have agreed that Class Counsel may apply for an award of attorneys’ fees, costs, expenses, and service payments for the twenty Class Representatives between \$1,500,000 and \$3,700,000 in the aggregate. BMW of North America has agreed not to object to or oppose Class Counsel’s application for an award of attorneys’ fees, inclusive of

costs, expenses, and Settlement Class Representative Services Payments up to \$1,500,000 in the aggregate. The Parties have agreed that Class Counsel will not seek payment of any amount in excess of \$3,700,000 in the aggregate, and that they will submit the issue to Judge Waldor to decide the exact final award amount. The Parties have also agreed that Class Counsel may apply for service payments to the Class Representatives in the amount of \$1,000 each (\$20,000 in the aggregate) if awarded by Judge Waldor, which will be included in Class Counsel's final award amount. The Class Counsel attorneys' fees, costs, expenses, and Class Representative service payments, not to exceed \$3,700,000 in the aggregate, that Judge Waldor awards 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 Waldor will determine the amount of attorneys' fees, costs, expenses, and service payments after evaluating Plaintiffs' submission.

If you don't like some part of the Settlement, you can object to it. You can give reasons why you think Judge Waldor should not approve it. To object, you must send a letter to the Clerk of Court saying that you object to the Settlement in *Gelis, et al.*

v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC, Civil Action No. 2:17-cv-07386.

You must include: (1) your full name, current address, current telephone number, and if you are represented by a lawyer other than Class Counsel, the name of your lawyer and your lawyer's address; (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 and 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 19, 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
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CLAIMS ADMINISTRATOR	<i>Gelis</i> Claims Administrator c/o Rust Consulting - 7080 PO Box 14 Minneapolis, MN 55440-0014
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 Bruce H. Nagel, Esq. Ranee M. Matloff, Esq. NAGEL RICE, LLP 103 Eisenhower Parkway Roseland, NJ 07068
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

Objecting is simply telling Judge Waldor that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Waldor 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.

Judge Waldor will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **February 16, 2021 at 11:00 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 Waldor 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 Waldor will only listen to people who have asked to speak at the hearing (*see* Question 21 below). At this hearing, Judge Waldor 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.TimingChainModuleSettlement.com to find out if any dates have changed and to learn if Judge Waldor has approved the Settlement.

No. Class Counsel will answer any questions Judge Waldor 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 Waldor 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 Waldor for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Gelis, et al. v. Bayerische Motoren Werke Aktiengesellschaft and BMW of North America, LLC*, Civil Action No. 2:17-cv-07386. 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 19, 2021**, and mailed to the addresses listed in Question 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

If you do nothing, you will give up the right to be part of any other lawsuit against BMW of North America 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. You will be eligible for the future repair program.

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

E84 E89 F1x F2x F3x N20 N26 Engine Timing Chain and Oil Pump Drive Chain Modules – RepairRelated Alternate Transportation.

Note: Any other available BMW Alternate Transportation Measures (ATM) programs do not apply to this vehicle repair situation.

PROCEDURE

BMW AMP Vehicles (Standard)

Subject to availability, please provide the owner/operator with a comparable BMW AMP loaner vehicle from your loaner fleet.

Or:

SI B11 02 21 Rental Car Procedure

Due to the shortness of the timing/oil pump drive chain diagnosis time, it is recommended that this diagnosis be carried out as a waiting job.

Car rentals related to diagnosis only cases (no repair required) will not be reimbursed.

If a Class Vehicle that is covered by this Class Action requires a timing chain/oil pump chain replacement, BMW NA will cover the cost of up to 3 days car rental. Where possible, please schedule these repairs early in the week. BMW NA will not pay any expenses for weekend car rental days (Monday through Friday only).

A rental car is purely a goodwill gesture and is not part of the Class Action Settlement.

Rental car compensation will be reviewed on a monthly basis. BMW NA may reduce or stop a rental car reimbursement. If this action is required, advanced notice will be given.

Prior AAM Field Authorization (FAS) is not required.

Please provide the customer with a vehicle through one of our preferred third-party rental car providers (Enterprise or Hertz if available in your area).

BMW will reimburse the following:

All Rental Vehicles	<ul style="list-style-type: none"> • Up to \$44.00 a day; plus, any • Market surcharge (if applicable); plus, the • CDW* (Collision Damage Waiver) protection - when the rental vehicle agreement "signee" accepts this "optional" coverage; plus • Taxes
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Invoice these allowable rental car expenses (Excluding fuel) as a separate line item on the repair order as outlined below.

Rental Vehicle Invoice - Required Information for Claim Submission

Your center must itemize the rental car invoice in the claim comments, please ensure that you always include the following information:

6/2021

Attachment to SI B11 02 21

Rental Vehicle Invoice - Line items	Required Information to be provided
Brand of rental vehicle in use	Model year and description
Rental period	Total number of days
Market surcharge (If applicable)	Cost per day and the total amount
CDW* (Collision Damage Waiver)	Cost per day and the total amount
Taxes	Total amount

Other Optional Protection/Insurance Coverage

BMW will only reimburse the cost of the applicable Collision Damage Waiver (CDW)* protection that the rental vehicle agreement “signee” accepted.

***Note:** The Collision Damage Waiver (CDW), this may also be referred to as the Loss Damage Waiver (LDW), or the Physical Damage Waiver (PDW).

If your customer wants to obtain other optional protection or insurance coverage, for example:

- SLP/SLI/LIS (Supplemental Liability Protection or Insurance/Liability Insurance Supplement); and/or • PAI (Personal Accident Insurance); and/or
- PEC (Personal Effects Coverage).

The cost of this optional coverage would be at the owner’s/operator’s expense.

Important Note

<p>If the customer believes they have access to optional protection/insurance coverage that will apply to their loaner car or rental vehicle either through their credit card company, and/or personal car insurance (including other drivers and/or total loss), please encourage them to verify if and what coverage above is available to him or her.</p>

WARRANTY INFORMATION

Reimbursement for an eligible **Engine Timing/Oil Pump Chain Repair related** car rental (up to 3 days) is via DCSnet normal claim entry utilizing the following information.

Defect Code:	85800209NA	SI B11 02 21 Timing Chain replacement Rental reimbursement
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And:

Sublet Code 3	Sublet at cost	Reimbursement for an alternate transportation vehicle through one of our preferred third-party rental car providers
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