

**MODEL**

E-Series	MY	Model Description	Production Dates	Engine
F01	2013 to 2015	750i Sedan	June 18, 2012 to May 21, 2015	N63TU1
F01	2013 to 2015	750i xDrive Sedan	June 18, 2012 to May 19, 2015	N63TU1
F01	2013 to 2015	ALPINA B7 SWB	July 12, 2012 to May 12, 2015	N63TU1
F01	2013 to 2015	ALPINA B7 xDrive SWB	July 09, 2012 to May 04, 2015	N63TU1
F02	2013 to 2015	750Li Sedan	June 18, 2012 to May 21, 2015	N63TU1
F02	2013 to 2015	750Li xDrive Sedan	June 19, 2012 to May 20, 2015	N63TU1
F02	2013 to 2015	ALPINA B7 LWB	July 06, 2012 to May 12, 2015	N63TU1
F02	2013 to 2015	ALPINA B7 xDrive LWB	July 09, 2012 to May 11, 2015	N63TU1
F06	2016 to 2019	650i Gran Coupe	February 28, 2015 to September 25, 2018	N63TU1
F06	2013 to 2019	650i xDrive Gran Coupe	February 02, 2012 to September 24, 2018	N63TU1
F06	2015 to 2019	ALPINA B6 xDrive Gran Coupe	March 14, 2014 to September 12, 2018	N63TU1
F07	2013 to 2015	550i Gran Turismo	June 18, 2012 to February 13, 2015	N63TU1
F07	2013 to 2017	550i xDrive Gran Turismo	June 20, 2012 to January 27, 2017	N63TU1
F10	2014 to 2016	550i Sedan	June 27, 2013 to October 20, 2016	N63TU1
F10	2014 to 2016	550i xDrive Sedan	July 25, 2013 to October 21, 2016	N63TU1
F12	2013 to 2018	650i Convertible	June 22, 2012 to May 28, 2018	N63TU1
F12	2013 to 2018	650i xDrive Convertible	June 18, 2012 to May 28, 2018	N63TU1
F13	2016 to 2017	650i Coupe	February 18, 2015 to February 23, 2017	N63TU1
F13	2016 to 2017	650i xDrive Coupe	March 03, 2015 to February 14, 2017	N63TU1
F15	2014 to 2018	X5 xDrive50i	July 17, 2013 to June 30, 2018	N63TU1
F16	2015 to 2019	X6 xDrive50i	March 04, 2014 to May 16, 2019	N63TU1

This information applies to certain models of the above US specification BMW vehicles sold or leased in the United States and Puerto Rico.

Please note: Not all vehicles in the model years identified above contained the N63TU1 engine at issue in the Action

SITUATION

BMW of North America, LLC (BMW NA) has entered into a nationwide settlement with the plaintiffs in the following class action: Isley, et al. v. BMW of North America, et al. The Court has granted final approval of the settlement.

The Settlement Benefits are effective and available on and after February 9, 2022

Note: This bulletin outlines a Class Action Settlement Service Campaign benefit that is now available. This is NOT a notice of a Recall or Service Action.

Class Members

Class Members are **owners/lessees of Class Vehicles** (prior to the Effective Date and currently) who have **not opted-out** of this Settlement, therefore, **accepting** the corresponding Class Member benefits, the terms, and conditions.

Eligible Class Vehicles that Qualify

Class Member's Class Vehicles that meet the criteria outlined in both the Settlement Agreement and the Important Note in the Situation section of [SI B01 01 22](#).

Eligible Class Vehicles have the following VIN-specific Vehicle Comment in the DCSnet Warranty Vehicle Inquiry.

[SI B01 01 22](#) and [B01 02 22](#): The current owner or lessee (Class Member) and their Class Vehicle that qualifies, as both are defined in these corresponding Service Information Bulletins, are eligible to receive the Service Campaigns (Engine oil consumption diagnosis, engine repair and future engine level oil top offs) and other benefits that are provided through the N63TU1 Engine Class Action Settlement. These Service Campaign benefits are subject to certain limitations and exclusions which are also outlined in the Settlement and the bulletins.

Note: Before performing a repair and submitting a claim, first confirm that the Class member's Class Vehicle has the above Notice of Eligibility in the DCSnet Warranty Inquiry's Vehicle Comments section.

Non-Eligible Class Vehicles

Certain Class Members have decided to **opt out** of this N63TU1 Engine Class Action Settlement. These Class Members and their Class Vehicles are **excluded and not eligible** for the Service Campaign and any other benefits being offered through this Settlement.

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

[SI B01 01 22](#) and [B01 02 22](#): The current owner/lessee of this Class Vehicle has opted-out of the N63TU1 Engine Class Action Settlement. They are therefore not eligible to receive any of the Settlement Class Member benefits.

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.

CAUSE

When performed by an authorized BMW center in the United States (including Puerto Rico).

Service Campaign Benefit – Engine Oil Level Top-Off (Settlement attachment, pages 5 and 6)

Starting with repair orders/claims dated on and after the Effective Date of February 9, 2022, and a Class Member may receive:

- **Up to two (2) free quarts (1.9 liters) of engine oil to top off their Class Vehicle between required engine oil services, pursuant to CBS (The vehicle’s Condition Base Service system).**

Engine Oil Level Top-Off Coverage

As also determined by Settlement’s Effective Date, the coverage periods for this Service Campaign benefit is the following:

- **On and after February 9, 2022, to February 8, 2023: Regardless of the Class Vehicle’s time (age) and mileage, then**
- **On and after February 9, 2023, as determined by the in-service date: Up to the first 10 years/120,000 miles on the Class Vehicle, whichever occurs first.**

CORRECTION

Please follow the instructions in the PROCEDURE section.

PROCEDURE

Prior to topping off the engine oil level, first ensure that the Class Member’s Class Vehicle N63TU1 engine is NOT currently setup for and awaiting a follow-up oil consumption evaluation procedure to be performed (SI B01 01 22). If yes, then this bulletin may not initially apply.

Engine Oil Level Top-Off

If the Class Member’s Class Vehicle displays a message/warning indicator to “Add engine oil” before the next Engine oil service task is either Bundling Eligible (BE), Recommended or Due (pursuant to the vehicle’s Condition Base Service/CBS), BMW then recommends adding two (2) quarts (1.9 liters) of engine oil instead of just one (1) quart of oil in this situation.

Submit for above engine oil level top-off procedure as outlined in the Claim Information section below.

PARTS INFORMATION

Note: Claim the applicable engine oil part number in sublet.

Part Number (PN)	Billing PN	Description	Top-Off Qty
83 21 5 A2A FB0	83 21 5A42D33	Engine oil (0W-30 – 209-liter drum) (1/10 Liter)	19
Or:			
83 21 5 A2A FC2	83 21 5A42D39	Engine oil (0W-30 – Tank Delivery (1/10 Liters)	19
Or:			
83 21 5 A2A F99	N/A	Engine oil (0W-30 - 6 x 1 Liter bottle, case)	2
Or:			

83 21 5A2AF86	N/A	Engine oil (5W-30 – 209-liter drum) (1 Liter)	2
Or:			
83 21 5 A2A F83	N/A	Engine oil (5W-30 - 6 x 1 Liter bottle, case)	2

Note: Claim the applicable engine oil part number and quantity in sublet.

CLAIM INFORMATION

Eligible Class Members with Class Vehicles that Qualify

As stated in the Important Note in the Situation section of SI B01 01 22, the Settlement’s Service Campaign benefit for engine oil level top-offs is subject to the corresponding vehicle eligibility requirements, limitations, and exclusion criteria that apply to all repairs that result with a claim submission to BMW.

Service Campaign Benefit – Engine Oil Level Top-Off

This Settlement Service Campaign benefit applies to eligible BMW US-specification Class members’ Class Vehicles that qualify when it is performed by an authorized BMW center in the United States (including Puerto Rico).

Coverage Periods

Repair Order (RO)/Claim Dates	Engine Oil Level Top-Off Coverage
On and after February 9, 2022, to February 8, 2023	Regardless of the time (vehicle age) and mileage
Then:	
On and after February 9, 2023, as determined by the in-service date	Up to the vehicle’s first 10 years or 120,000 miles, whichever occurs first

Claim Submission Information

Defect Code:	1100920200	F0x F1x US N63TU1 Settlement engine oil level top-off
---------------------	-------------------	--

The low engine oil level warning indicator displayed before an engine oil service task (per CBS) was required to be performed

Work Pkg	Labor Operation	Description	Labor Allowance
# 1	00 72 003	Checking engine oil level and top-off only (Oil service task is not due) (Main work)	3 FRU
Or:			
# 2	00 72 506	Checking engine oil level and top-off only (Oil service task is not due) (Plus work)	2 FRU

And:

Sublet – Bulk Materials (RO and Claim Comments Required)

Sublet Code 4	Up to \$45.00	Reimbursement for 2 quarts (1.9 liters) of oil to top-off the engine oil level
----------------------	---------------	--

Sublet reimbursement calculation for claiming the engine oil (BMW part number) is at the dealer net price amount for the 1.9 liters (2 quarts) of engine oil plus your center's handling.

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

Claim Repair Comments

Except for itemizing the claimed sublet amount as noted above, only reference the SIB number and the work package (Pkg) number performed in the RO technician notes and in the claim comments (For example: B01 02 22 WP 1), unless otherwise required by State law.

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 B010222 Isley-BMW-CM Notice-Final.pdf](#)

United States District Court for the District of New Jersey

If you are a current or former owner or lessee of a model-year 2013 to 2019 BMW vehicle with an “N63TU1” 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 certain model-year 2013 through 2019 BMW 5 Series, 6 Series, 7 Series, X5 or X6 vehicles that contain the N63TU1 engine.
- The Settlement provides an opportunity to be reimbursed for certain past expenses and to obtain free future benefits, which are explained more fully below.
- Your legal rights are affected whether you act or don't act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM AND/OR TAKE YOUR CLASS VEHICLE TO AN AUTHORIZED BMW CENTER	Make a claim to receive the valuable reimbursements for eligible past expenses and benefits potentially available to you under the Settlement and/or take your vehicle to an authorized BMW Center for certain free services after the Settlement is approved and/or utilize the new vehicle discount voucher.	Claims must be submitted by February 9, 2022 . See <i>Question 8, below</i> . You may bring your Class Vehicle to a BMW Center and/or utilize the new vehicle discount voucher after the Settlement is approved. See <i>Question 6, below</i> .
EXCLUDE YOURSELF	Write to the Settlement Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by November 30, 2021 . See <i>Question 12, below</i> .
OBJECT	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by November 30, 2021 . See <i>Question 17, below</i> .
GO TO A HEARING	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for January 10, 2022 . See <i>Question 19, below</i> .
DO NOTHING	Give up some of the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement.	See <i>Question 22, below</i> .

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

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 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 SETTLEMENTPAGE 3

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

THE BENEFITS: WHAT YOU GETPAGE 4

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 7

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

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 8

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 8

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

OBJECTING TO THE SETTLEMENTPAGE 9

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 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 10

22. What happens if I do nothing?

GETTING MORE INFORMATIONPAGE 10

23. Are there 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’s records indicate that you are a current or former owner or lessee of a model-year 2013 through 2019 BMW 5 Series, 6 Series, 7 Series, X5 or X6 vehicles that contains the N63TU1 engine purchased or leased in the United States or Puerto Rico.

Magistrate Judge Edward S. Kiel of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, known as *Isley, et al. v. BMW of North America, LLC*, Civil Action No. 2:19-cv-12680 (the “Action”). Thomas Isley, Jeffery Quinn, Vipul Khanna, Walington Urena, Daniel Gulick, Michael Henchy Jr., Angela Bovenzi, Jonathan Yehuda, and Paul Hoffner, the people who sued, are called the “Plaintiffs,” and the company that was sued, BMW of North America, LLC (“BMW NA”), is called the “Defendant.”

2. What is the lawsuit about?

This lawsuit involves model-year 2013 through 2019 BMW 5 Series, 6 Series, 7 Series, X5 or X6 vehicles that contain the N63TU1 engine that were purchased or leased in the United States or Puerto Rico (the “Class Vehicles”). The lawsuit alleges that the Class Vehicles consume excessive amounts of engine oil, requiring additional oil changes and the need for adding engine oil between regular oil changes. BMW NA, which distributes and warrants BMW vehicles in the U.S., denies these allegations and stands behind and supports its products.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (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 engine oil consumption issues. The Settlement does not mean that the Defendant broke any laws, or otherwise did anything wrong, because Judge Kiel 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 2013 through 2019 BMW 5 Series, 6 Series, 7 Series, X5 or X6 vehicles that contain the N63TU1 engine purchased or leased in the United States or Puerto Rico, which include the following vehicles:

Model Description	Model Years
650i/xi (TU1)	2013 - 2019
650i/xi Convertible (TU1)	2013 - 2018
650i/xi Coupe (TU1)	2013 - 2017
750i/xi (TU1)	2013 - 2015
750Li/LXi (TU1)	2013 - 2015
550i/xi (TU1)	2013 - 2017
550i/xi GT (TU1)	2014 - 2016
X5 (TU1)	2014 - 2018
X6 (TU1)	2015 - 2019

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

Please note that not all vehicles in the model years identified above contained the N63TU1 engine at issue in the Action. You have received this notice because BMW NA's records indicate that you have or had a BMW vehicle with an N63TU1 engine. If you're not sure whether you are included in the Settlement Class, you may call (toll-free) **1-888-208-0032** with questions.

6. What are the benefits of the Settlement?

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

A. Reimbursement for Past Expenses

Class Members may be eligible for reimbursement of various expenses related to excess engine oil consumption subject to the provision of the required proofs to support each claim.

i. Reimbursement for Past Oil Changes

Class Members are eligible to receive reimbursement for the cost (not to exceed \$95 each) of up to 4 past Oil Changes on a Class Vehicle if:

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

ii. Reimbursement for Past Oil Purchases for up to 9 Quarts of Engine Oil Purchased Between Oil Changes

Class Members are eligible to receive reimbursement of the cost (up to \$10 per quart) of up to nine (9) quarts of engine oil that the Class Member purchased between oil changes prior to the Effective Date if:

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

iii. Reimbursement for Past Oil-Consumption Testing and Subsequent Repairs

Class Members are eligible to receive reimbursement of up to an aggregate of \$900 for the cost of one (1) failed oil-

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

consumption test and subsequent repairs of a Class Vehicle if:

- a. Your Class Vehicle failed an oil-consumption test at a BMW Center as evidenced by a repair order or service invoice that identifies a Settlement Class Vehicle and VIN;
- b. The repair order or service invoice demonstrates that the Settlement Class Member paid for the amount(s) sought for reimbursement; and
- c. The mileage of the Settlement Class Vehicle at the time of the oil-consumption test failure.

iv. Reimbursement for Past Replacement of an Engine

Class Members are eligible to receive reimbursement for one (1) replacement engine related to Excess Oil Consumption subject to the customer contribution schedule below if:

- a. You have a legible repair order or invoice from an authorized BMW Center that identifies Your Class Vehicle and VIN, the date of replacement, the part number(s) used, and the cost of the replacement, with parts and labor separated;
- b. The mileage of the Class Vehicle at the time of engine replacement and that it had fewer than 10 years and 120,000 miles at the time of engine replacement;
- c. The Class Vehicle failed at least one Oil-Consumption Test at a BMW Center;
- d. The BMW Center confirmed the Excess Oil Consumption caused the failure and the engine was replaced after the last failed oil-consumption test; and
- e. You have proof of payment, in the form of a canceled check, credit-card receipt, credit-card statement, or receipt demonstrating that the Settlement Class Member paid for the amount(s) sought for reimbursement.

Odometer Mileage at time of failed Oil Consumption Test resulting in engine replacement		Customer Contribution (parts & labor)
Below	50,000	0%
50,001	60,000	5%
60,001	70,000	15%
70,001	80,000	27%
80,001	90,000	42%
90,001	100,000	55%
100,001	105,000	65%
105,001	110,000	70%
110,001	115,000	75%
115,001	120,000	85%
120,001	Above	100%

* * *

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

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

B. Service Campaign

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

- i. For each future oil change (pursuant to the CBS) of a Class Vehicle at a BMW Center up to 10 years or

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

120,000 miles from the in-service date (whichever comes first) but in no event less than one (1) year from the Effective Date, Settlement Class Members will receive two (2) free quarts of oil to top-off their Class Vehicles between required engine oil services (pursuant to the CBS).

ii. Settlement Class Members may receive up to three (3) free engine oil consumption tests for their Class Vehicles up to 10 years or 120,000 miles from the in-service date (whichever comes first) but in no event less than one (1) year from the Effective Date of the settlement.

a. After one failed Oil Consumption Test of a Class Vehicle, and confirmation by an authorized BMW Center that the Class Vehicle has an oil consumption issue, BMW NA will, at its discretion, either authorize the BMW Center to make one engine repair attempt or offer customer an engine replacement per paragraph (c) below.

b. If after the BMW NA approved engine repair, the Class Vehicle returns and fails a second Oil-Consumption Test, the Settlement Class Member's Class Vehicle is entitled to an engine replacement per the provisions and exclusions below.

c. Engine Replacement due to Excess Oil Consumption Contribution Schedule:

i. No Settlement Class Member contribution applies if the Class Vehicle engine is still covered under either the New Vehicle Limited Warranty term or the BMW Certified Pre-Owned warranty term.

ii. If there is no applicable warranty coverage the Settlement Class Member shall contribute to the total replacement cost, including parts and labor, in accordance with the schedule below:

Odometer Mileage at time of failed Oil Consumption Test resulting in engine replacement		Customer Contribution (parts & labor)
Below	50,000	0%
50,001	60,000	5%
60,001	70,000	15%
70,001	80,000	27%
80,001	90,000	42%
90,001	100,000	55%
100,001	105,000	65%
105,001	110,000	70%
110,001	115,000	75%
115,001	120,000	85%
120,001	Above	100%

iii. Replacement N63TU1 engine will have improved components compared to engines produced before May 2017.

iv. Subject to the mileage limitations above for all eligible Class Members, engine replacement contribution will only be made until the later of 10 years from the Class Vehicle's in-service date or 1 year from the Effective Date.

v. In the event a Class Member's engine fails or otherwise needs replacing unrelated to Excess Oil Consumption the schedule above shall not apply and the Class Member will not be entitled to any contribution from BMW.

C. New Vehicle Credit Voucher

Each Settlement Class Member may file a claim to receive one credit voucher towards either one future purchase/lease credit for (a) \$1,500 for BMW 6 Series, 7 Series, X5, X6, X7; or (b) \$1,000 for all other BMW models. The voucher will be transferable to immediate family members (children, parents and siblings) or other members of the Class

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

Member's household provided proof is provided that the Class member and person to whom the voucher is being transferred reside in the same house. The voucher will not be valid retroactively, will be valid for 1 year from the Effective Date and may be combined with other applicable and then available and qualifying BMW purchase/lease incentives. Notwithstanding the foregoing, Class Member(s) cannot combine and use multiple credit vouchers made available as part of this Settlement in one lease or purchase transaction.

* * *

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

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

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all of the claims described and identified in Section VII.A of the Settlement Agreement. In essence, the claims released by Class Members are all claims (except for personal injury or damage to property other than the Class Vehicle) that could arise based on excess engine oil consumption in the Class Vehicles. The Settlement Agreement is available at www.IsleySettlement.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Judge Kiel has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

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

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

If you are a Class Member and would like to obtain the Reimbursement Benefits (described in Answer 6.A., above), you need to complete the Claim Form that accompanies this Notice and mail or email it, with all the required proofs, to the address provided on the Claim Form. Additional Claim Forms are available at www.IsleySettlement.com. The current deadline for submitting Claim Forms is **February 9, 2022**.

These benefits are also subject to limitations, which are discussed in the answer to Question 6. If you have any questions on how to complete the Claim Form or what information is needed, you can call the following toll-free number: **1-888-208-0032**.

9. What if my claim 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 the answer Question 15 below will represent you in any dispute regarding relief under the terms of the Settlement, and the dispute will be handled in accordance with the procedures set forth in the Settlement Agreement. You may have the right to appeal any denied claim to a Special Master. If you have questions regarding this process, visit www.IsleySettlement.com to see a copy of the Settlement Agreement, or contact Class Counsel below.

10. When will I get the Settlement benefits?

- 1) If you have submitted a claim, your Claim Form will be processed and payments will be issued on a continuing,

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

rolling basis after the Effective Date.

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

- 2) After the Effective Date, you can schedule an appointment with your BMW Center for Oil-Consumption Testing and, if required, engine replacement.
- 3) All other benefits discussed above will be valid after the Effective Date.

11. Can I exclude myself from this Settlement?

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

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

No. If you ask to be excluded, you cannot object to the Settlement and you will not receive any of the benefits of the Settlement. 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 *Isley v. BMW of North America, LLC*, Case No. 2:19-cv-12680 (ESK). 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 **November 30, 2021**, to the Settlement Administrator at the address below:

Isley Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

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

15. Do I have a lawyer in the case?

The Plaintiffs and you have been represented by lawyers and a law firm that has prosecuted this case. Judge Kiel has appointed the following lawyers to represent you and other Class Members as “Class Counsel”:

Frederick J. Klorczyk, III, Esq. Bursor & Fisher, P.A. 888 Seventh Avenue New York, NY 10019 fklorczyk@bursor.com	Joel D. Smith, Esq. Bursor & Fisher, P.A. 1990 North California Boulevard, Suite 940 Walnut Creek, CA 94696 jsmith@bursor.com
---	--

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

16. How will the lawyers be paid?

As part of the resolution of the Action, Class Counsel and Defendants have agreed that Class Counsel may apply for an award of attorneys' fees, costs, and expenses not to exceed \$1,900,000.00, inclusive of service awards to the nine Plaintiffs in the amount of \$3,000.00 (\$27,000.00 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 \$1,900,000.00 for attorneys' fees, costs, and

QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE

expenses inclusive of service awards to the nine Plaintiffs in the amount of \$3,000.00 (\$27,000.00 in total) if awarded by Judge Kiel. The Class Counsel fees and expenses, inclusive of the service awards to the class representatives, will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Class Members. Defendant will also separately pay the costs to administer the Settlement. Judge Kiel will determine the amount of attorneys' fees, costs, and expenses and service awards after evaluating Plaintiffs' submission.

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

You can object to the Settlement if you don't like some part of it. You can give reasons why you think Judge Kiel should not approve it. To object, send a letter saying that you object to the Settlement in *Isley v. BMW of North America, LLC*, Case No. 2:19-cv-12680 (ESK). 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) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class; (4) the reasons why you object and the factual and legal reasons for your objection (including all relevant documents that pertain to your objection); (5) copies of relevant repair history or other proof that the objector has 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 submitted to any court, whether state, federal, or otherwise, in the United States in the previous five (5) years; (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 below addresses. The mailed copies must be postmarked on or before November 30, 2021:

COURT	Clerk of Court United States District Court for the District of New Jersey Rev. Dr. Martin Luther King, Jr. Federal Building & U.S. Courthouse 50 Walnut Street Newark, New Jersey 07102	
CLAIMS ADMINISTRATOR	<i>Isley Settlement</i> <i>c/o Atticus Administration</i> PO Box 64053 Saint Paul, MN 55164	
CLASS COUNSEL	Frederick J. Klorczyk, III, Esq. Bursor & Fisher, P.A. 888 Seventh Avenue New York, NY 10019	Joel D. Smith, Esq. Bursor & Fisher, P.A. 1990 North California Boulevard, Suite 940 Walnut Creek, CA 94696
DEFENDANTS' COUNSEL	Christopher J. Dalton, Esq. Daniel Z. Rivlin, 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 Kiel that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Kiel 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 Kiel decide whether to approve the Settlement?

Judge Kiel will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **January 10, 2022, at 10 a.m.**, at Courtroom 8 in the United States District Court for the District of New Jersey, Newark Division, Frank R. Lautenberg U.S. Post Office & Courthouse Building, 2 Federal Square, Newark NJ 07102. At this hearing, Judge Kiel will determine

**QUESTIONS? CALL TOLL-FREE 1-888-208-0032 OR VISIT WWW.ISLEYSETTLEMENT.COM
PARA UNA NOTIFICACION EN ESPANOL, LLAMAR O VISITAR NUESTRO WEBSITE**

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 Kiel will only listen to people who have asked to speak at the hearing (See Question 21 below). At this hearing, Judge Kiel will also decide the service awards for the Class Representatives, as well as the attorney's fees for the lawyers representing the Class Members. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. You should monitor www.IsleySettlement.com to find out if any dates have changed and to learn if Judge Kiel has approved the Settlement.

20. Do I need to go to the hearing?

No. Class Counsel will answer any questions Judge Kiel 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 Kiel will consider it. You may also pay another lawyer to attend, but that is not required.

21. May I speak at the hearing?

You may ask Judge Kiel for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Isley v. BMW of North America, LLC*, Case No. 2:19-cv-12680 (ESK). Be sure to include your name, address, telephone number, signature, and other requirements outlined in Answer 17. Your Notice of Intent to Appear must be postmarked no later than **November 30, 2021** and mailed to the addresses listed in Answer 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

22. What if I do nothing?

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

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get copies of the Settlement Agreement and related documents at www.IsleySettlement.com. You may also write with questions to Isley Settlement, c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164. You can also call the toll-free number, 1-888-208-0032.