



SIB 01 13 23

2023-10-30

CLASS ACTION SETTLEMENT: F95 F96 G05 G06 G07 FRONT CENTER CONSOLE CUPHOLDER

This Service Information bulletin (Revision 01) supersedes SI B01 13 23 **dated May 2023**

What's New:

- This Class Action Settlement was finalized by the court on **September 22, 2023**
- The Subject, Situation, Cause, Procedure, and Claim Information sections have been updated

MODEL

E-Series	Model Year	Model Description	Production Dates
F95	2020 to 2022	X5 M	July 23, 2019 to July 27, 2022
F96	2020 to 2022	X6 M	June 18, 2019 to July 27, 2022
G05	2020 to 2022	X5 sDrive40i	July 07, 2019 to July 25, 2022
G05	2019 to 2022	X5 xDrive40i	July 11, 2018 to July 27, 2022
G05	2019 to 2020	X5 xDrive50i	July 12, 2018 to July 26, 2020
G05	2020 to 2022	X5 M50i	July 14, 2019 to July 27, 2022
G05	2021 to 2022	X5 xDrive45e	June 04, 2020 to July 27, 2022
G06	2020 to 2021	X6 sDrive40i	July 16, 2019 to July 27, 2021
G06	2020 to 2022	X6 xDrive40i	July 15, 2019 to July 27, 2022
G06	2020 to 2022	X6 M50i	July 17, 2019 to July 27, 2022
G07	2019 to 2022	X7 xDrive40i	October 30, 2018 to June 28, 2022
G07	2019 to 2020	X7 xDrive50i	November 01, 2018 to July 26, 2020
G07	2020 to 2022	X7 M50i	July 16, 2019 to June 27, 2022
G07	2021 to 2022	X7 ALPINA XB7	July 13, 2020 to June 28, 2022

SITUATION

Please see attached pdf bulletin.

Supporting Materials

[picture_as_pdf B011323 Class Action Notice_Cupholder \(v5\).pdf](#)

[picture_as_pdf B011323.pdf](#)

Service Information Bulletin

Warranties

October 27, 2023

B01 13 23

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SITUATION

BMW of North America, LLC (BMW NA) has a nationwide settlement with the plaintiffs in the following class action: Brightk Consulting, Inc. v. BMW of North America, LLC. The Court has granted final approval of the settlement.

Note: This updated bulletin (10/2023) is a notice that the Class Action Settlement was finalized on September 22, 2023. This is NOT a notice of a Recall or Service Action.

Class Allegations

The plaintiff in the lawsuit alleges that the front cupholders in certain model year 2019 through 2022 BMW X5, X5 M, X6, X6 M, or X7 vehicles are permeable to spilled liquids that may seep through the cupholders onto components, which in turn, may result in the illumination of the Supplemental Restraint System ("SRS") warning light along with displaying a corresponding Check Control Message (CCM).

BMW NA expressly denies 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 a settlement was desirable 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.

Class Vehicles

The US-specification model year 2019 to 2022 BMW vehicles listed above that were purchased, or leased, registered, and operated, in the United States, including the District of Columbia (DC) and Puerto Rico are included.

Settlement Class Members (Who did not opt-out)

All qualifying current and former owners and lessees of a Class Vehicle purchased in the United States and Puerto Rico.

Eligible Class Vehicles that Qualify: They fulfill the applicable State's requirements, have a valid vehicle registration in addition to meeting the criteria that is described in the corresponding Important Note below.

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

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

SI B01 13 23 (DC 65 77 90 07 00): THE CLASS MEMBER OWNER OR LESSEE, AS DEFINED IN THE SERVICE INFORMATION BULLETIN, AND THEIR CLASS VEHICLE THAT QUALIFIES ARE ELIGIBLE FOR THE CLASS ACTION SETTLEMENTS ISSUE-SPECIFIC REPAIR REMEDY WHEN IT IS DETERMINED THAT AN SRS WARNING LIGHT ILLUMINATION IS CAUSED BY LIQUID INGRESS FROM A SPILL THROUGH THE FRONT CENTER CONSOLE CUPHOLDER. THE COVERAGE PERIOD FOR THIS ISSUE-SPECIFIC REPAIR IS 7 YEARS/75,000-MILES AS DETERMINED FROM THE ORIGINAL IN-SERVICE DATE. WHEN REQUIRED, THIS ISSUE SPECIFIC REPAIR IS SUBJECT TO CERTAIN LIMITATIONS AND EXCLUSIONS WHICH ARE OUTLINED IN THE SETTLEMENT AND THE SERVICE INFORMATION BULLETIN.

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 Warranty Inquiry's Vehicle Comments section.

Important Note:

The repair benefit that is provided by the settlement (Attachment Item 5, page 3 and 4) is subject to the corresponding vehicle eligibility requirements, limitations, and exclusion criteria that apply to all repairs that will result with a claim submission to BMW.

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 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®).

Non-Eligible Class Member's and Class Vehicles (Superseding WVI Vehicle Comment Below)

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

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

SI B01 13 23 (DC 65 77 90 07 00): THIS VIN-SPECIFIC VEHICLE COMMENT SUPERSEDES THE PRIOR ONE THAT WAS PREVIOUSLY POSTED. THIS VEHICLE'S CLASS MEMBER OWNER OR LESSEE, AS DEFINED IN THE SERVICE INFORMATION BULLETIN, UPON RECEIVING THEIR CLASS ACTION NOTICE RESPONDED BY OPTING OUT. THIS VEHICLE THEN DOES NOT QUALIFY FOR THE CORRESPONDING ISSUE-SPECIFIC REPAIR REMEDY (SRS WARNING LIGHT ILLUMINATION DUE TO LIQUID INGRESS FROM A SPILL THROUGH THE FRONT CENTER CONSOLE CUPHOLDER) AND/OR THE REIMBURSEMENT OF A PRIOR CUSTOMER PAY REPAIR THAT IS DESCRIBED IN THE PRIOR VEHICLE COMMENT.

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

Eligible Repair for an Eligible Class Members' Class Vehicles (Active and Available)

When it is determined that a liquid has spilled, or otherwise seeped through the vehicle's front center console cupholder and is the cause for the SRS warning light's illumination/Check Control Message, the corresponding Settlement repair to address or remedy this specific issue is covered under the "Extended Warranty Period."

Settlement's Extended Warranty Period

The "Extended Warranty Period" for a covered settlement repair is:

- 7 years or 75,000-miles, whichever occurs first,

As determined from the Class Vehicle's in-service date.

Other SRS/Airbag-Related Faults and Repairs (Beyond the Scope of Class Action Settlement)

An illuminated SRS warning light (Airbag) on the vehicle along with any corresponding Check Control Messages (CCM) can be caused by various system/component-related faults (i.e., airbag modules, wiring harness, sensors, etc.).

The reason for the SRS warning light may not necessarily be related to the issue being addressed by this Class Action Settlement and the corresponding Extended Warranty period.

Depending on the status of the vehicle's standard 4 year/50,000-mile limited warranty for defects in materials and workmanship, and whether the repair qualifies, if an SRS warning light is due to some other cause that may result in an Out-of-Pocket Cost to the customer, the BMW authorized center will review with customer what other work is needed and obtain customer's prior approval to proceed with the repair.

CORRECTION

Please follow the instructions in the PROCEDURE section.

PROCEDURE

When an eligible Class Member's Class Vehicle that qualifies arrives at your center with an illuminated SRS warning light and has related Check Control Messages displayed, visually inspect the front center console cupholder for liquid spillage residue and carrying out a vehicle test.

Liquid intrusion into the airbag control unit will cause numerous ACSM and BDC-related ("930###") faults, like the following, but not limited to:

- Short circuit to minus and/or ground (GND)
- Internal error
- Time out
- Communication error
- Missing LIN bus

If it is determined that enough liquid spillage has occurred in the front center cupholder area, and consequently, this has affected the airbag control unit and its wiring (airbag control unit related ACSM/BDC faults codes are stored), continue your diagnosis. If the issue and cause described above is confirmed, replace the airbag control unit per the repair instructions.

Note: Labor operation code 65 77 518 includes labor 51 16 165/665 for "Completely removing and installing center console" provides further access to visually inspect the airbag control unit and its wiring.

PARTS INFORMATION

To determine the part number that applies to the specific vehicle being repaired, enter the VIN/chassis number into either ETK or AIR, this will consider the specific equipment and/or options that are fitted to the vehicle.

Part Number	Description	Quantity
Refer to ETK/AIR	Control unit airbag	1
Only in conjunction with:		
65 77 5 A5A 9F7	Cover cap	1

Dependent on the "Cover cap" Part Number Availability, Alternate Solution

Part Number	Description	Quantity
65 77 4 A24 8B8	Adhesive tape ACSM	1

CLAIM INFORMATION

For eligible Class Members' US-specification BMW Class Vehicles that are registered and operated in the United States (including Puerto Rico), this "issue-specific repair" (cupholder/airbag control unit) is covered for the first 7 years/75,000 miles, whichever occurs first as described in the Service Information Bulletin. This coverage applies to qualifying repairs performed by authorized BMW centers.

The applicable existing limited warranty coverage for the whole vehicle, the airbag control unit for other issues, and for the other vehicle components has not changed.

Repair Code:	6577900700	G05 G06 G07 F95 F96 US Airbag control unit
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Obtain the flat rate unit (FRU) allowances for the following that applies.

Labor Operation	Description	Labor Allowance
00 00 006**	Carrying out vehicle test (Main work)	As applicable
Or:		
00 00 556**	Carrying out vehicle test (Plus work)	As applicable
And:		
61 21 528**	Supporting voltage of the vehicle electrical system / recharging vehicle battery	As applicable
And:		
51 00 001	Visually inspecting the front center console cupholder for evidence of significant liquid spillage residue (Work time)	2 FRU
And, as needed:		
61 00 006*	Carrying out vehicle diagnosis, ABL (Work time)	WT
Or:		
00 58 500*	Diagnosis Worktime Flat Rate	2 FRU
And:		
65 77 518	Replace airbag control unit (After vehicle diagnosis) (without programming/coding) (Includes (51 16 665 for completely removing and installing center console)	As applicable
And, when applicable:		
51 16 998	Additional work with cup holder, rear (G07 only)	As applicable

If you are using a Main labor code for another repair, use the Plus code labor operation 00 00 556 instead of 00 00 006, or exclude (including 61 21 528) when the Vehicle Test is included in another repair.

Vehicle Programming and Encoding when Applicable

During this workshop visit, the affected vehicle may also show one or more programming and encoding Technical Campaign repairs open, the programming and encoding procedure may only be invoiced one time.

After an airbag control unit replacement, select one of these open Technical Campaigns to perform and submit for updating the vehicle to the required I-level or higher.

Please be sure to also perform any additional before and/or after work (including attaching labels) as required by the open campaigns on the vehicle. Close any other open programming and encoding Campaign repairs as outlined in the corresponding Service Information Bulletin.

(**) This type of technical campaign includes flat rate labor operation codes 00 00 006 or 00 00 556 and 61 21 528, these items also cannot be claimed more than once.

With No Open Programming and Encoding Technical Campaign

Labor Operation	Description	Labor Allowance
61 00 730	Program/encode control unit(s), includes deleting the fault memory	As applicable

Consequential Repair

When additional work and/or parts are required as a direct result of the issue described in this Service Information bulletin, claim these items under the under the Repair Code in this bulletin together with the corresponding labor operation codes and their flat rate unit (FRU) allowances that apply, including diagnosis*.

Labor Operation	Description	Labor Allowance
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51 99 000	Work time without specification/body equipment	WT as needed
And/or:		
61 99 000	Work time without specification / vehicle electrical system	WT as needed

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

Work time labor operation codes 51 00 001, 61 00 006, 00 58 500, 51 99 000 and 61 99 000 are not considered Main labor operations.

BMW Group's AIR Application Resource for Flat Rate Labor Operation Codes

To determine the flat rate labor operation codes above that apply to the vehicle being repaired and to obtain the corresponding flat rate unit (FRU) allowance information from the BMW Group AIR application resource, start by entering the Chassis Number (the last seven (7) characters of the VIN, select the applicable Model if two or more vehicle choices show), or enter the full VIN (17 characters), click on the "Search" button. Next, click on the "Flat Rate Units" button and enter the flat rate labor operation code in the field to the right, click "Search" to display the Flat Rate Unit Group detail choices.

Vehicle Programming and Encoding – Additional Work (RO and Claim Comments Required)

This procedure automatically reprograms and encodes any vehicle control modules that do not have the latest software I-level.

If one or more control modules fail during the reprogramming procedure, claim the required consequential repair work procedures to address this issue (including performing the IRAP Control Unit Recovery first as required, refer to the SIB in AIR) under the Repair Code in this bulletin together with the corresponding labor operation codes and their flat rate unit (FRU) allowance(s) that apply, including diagnosis*.

Please explain the additional work procedures that were performed (The why and the what) on the repair order and in the claim comments.

For covered repairs that address control module failures that occurred prior to performing this reprogramming procedure, claim this work with the Repair Code that applies together with the corresponding labor operation codes and their flat rate unit (FRU) allowance(s) that apply, including diagnosis*.

(* Based on which one applies to your center, please refer to **SI B01 01 20** or **B01 07 20** for the applicable procedure for documenting, claiming, and explaining, on the RO and in the claim comments, your diagnosis work time (WT), job/repair work time (WT), and the vehicle repairs your center performed, unless otherwise required by State law.

Reimbursement of Out-of-Pocket Repair Reimbursement for Past Expenses

As previously announced (including on the website), the deadline to submit a qualifying reimbursement (request) claim was August 1, 2023.

Prior repairs paid for or covered by BMW NA under warranty, goodwill, or those covered by insurance, or under some other third-party reimbursement program, or service contract are excluded.

Prior Repair Reimbursement (Requests) Claims, Inquiries and Updates

The Class Member should refer to the Settlement website www.warninglightspillsettlement.com for prior repair reimbursement request and submission information, contact information, Settlement status, and other related updates or the Class Member can call toll free number at 1-833-709-0666

The third-party Claims Administrator will address questions related to the Prior Repair Reimbursement only.

FEEDBACK REGARDING THIS BULLETIN

Technical Feedback	To submit feedback for the technical topic of this bulletin: Submit your feedback in the rating box at the top of this bulletin
Warranty Feedback	To submit feedback for the CLAIMS section of this bulletin: Submit an IDS ticket to the Warranty Department, or use the chat available in the Warranty Documentation Portal
Parts Feedback	To submit feedback for the PARTS section of this bulletin: Submit an IDS ticket to the Parts Department

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

If You Have Ever Owned Or Leased A BMW

**X5 (2019-2022), X5M (2020-2022), X6 (2020-2022),
X6M (2020-2022), or X7 (2019-2022)**

You May Be Entitled To Benefits Under This Proposed Class Action Settlement.

Please Read This Notice Carefully, As It Affects Your Legal Rights.

The U.S. District Court for the Central District of California, authorized this notice.

This is not a solicitation from a lawyer.

*Para obtener este aviso al grupo afectado en español, visite el sitio web del acuerdo en
www.warninglightspillsettlement.com*

- ❖ There is a proposed settlement in a class action lawsuit against BMW of North America, LLC (“BMW NA”). This lawsuit alleges that the front cupholders in BMW X5 (2019-2022) (G05), BMW X5M (2020-2022) (F95), BMW X6 (2020-2022) (G06), BMW X6M (2020-2022) (F96), or BMW X7 (2019-2022) (G07) vehicles (together “**Class Vehicles**”) are permeable to spilled liquids. Thus, Plaintiff claims that if liquid spills from cups in or around the Class Vehicles’ cupholders, it may seep through the cupholders onto components below, which in turn may result in illumination of the Supplemental Restraint System (“SRS”) warning light.
- ❖ The proposed settlement resolves claims by current and former owners and lessees of Class Vehicles against BMW NA, the distributor of these vehicles, and BMW NA’s parent, subsidiaries, affiliates, and related entities, for Out-of-Pocket Costs incurred or that may be incurred in the future due to “**Eligible Repairs**” (i.e. a repair performed by a BMW Center in the United States on a Class Vehicle during the “**Extended Warranty Period**” (defined below) to address or remedy a customer complaint of an SRS warning light illumination and/or damage to other components below the cupholder caused by liquid that spilled or that otherwise seeped through the cupholder(s) on the front center console of a Class Vehicle).
- ❖ You are covered by the settlement if you own or lease a Class Vehicle, or previously owned or leased a Class Vehicle. The proposed settlement provides for, among other things, a warranty extension (as detailed herein) and reimbursement of certain “**Out-Of-Pocket Costs**” (as defined herein).
- ❖ BMW NA’s records show you own or lease, or have previously owned or leased, a Class Vehicle. As a result, you have legal rights and options under the proposed settlement, and there are deadlines for exercising those rights and options, as set forth in this notice. *Please review this notice carefully and check the settlement website for important deadlines.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT	If you agree with the proposed settlement, you need not do anything to remain in the class. To receive certain benefits, however, you must file a claim, with the required proof, as detailed herein.
EXCLUDE YOURSELF	You will not be entitled to participate in the settlement and will not receive certain settlement benefits.
OBJECT / COMMENT	Write to the Claims Administrator and explain why you do, or do not, like the settlement. You must remain in the class to comment in support of, or in opposition to, the settlement. If the Court approves the settlement and overrules your objection, you will be bound by the settlement’s terms. You may also, but are not required to, attend the Final Approval Hearing to object to or comment on the settlement.

1. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Brightk Consulting, Inc. (acting by and through its principal, Lin Fang) filed this lawsuit on December 16, 2021 in the United States District Court for the Central District of California. The name of the lawsuit is *Brightk Consulting, Inc. v. BMW of North America, LLC*, Case No. 21-CV-02063-CJC-JDE (the “Action”). The lawsuit alleges that Class Vehicles are defective because liquid that may be spilled in the cupholder(s) on the front center console of a Class Vehicle may seep through or around the cupholder onto components below, which in turn may cause an illumination of the SRS warning light on the dashboard. The lawsuit does not seek money for any personal injury claims. Instead, Plaintiff claims it lost money when it paid out-of-pocket to repair an SRS warning light illumination when liquid that spilled into the cupholder seeped through the cupholder onto components below.

Plaintiff asserts claims for violations of California consumer protection laws (Cal. Civ. Code section 1750 *et seq.*; Cal. Bus. & Prof. Code sections 17200 *et seq.* and 17500 *et seq.*), for fraud and deceit, for breach of express and implied warranty (Song-Beverly Consumer Warranty Act and California Commercial Code), for strict liability, and for negligence. You can read the First Amended Class Action Complaint for Damages by visiting the settlement website, www.warninglightspillsettlement.com

BMW NA denies that it violated any law, denies liability, denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Class Vehicles, and denies the Class Vehicles are defective or any claimed out-of-pocket or other costs claimed to be incurred by owners or lessees of Class Vehicles is caused by a defect in the Class Vehicles or the Class Vehicles’ cupholders. The Parties agreed to resolve the case before these liability issues were decided by the Court.

2. WHY DID I GET THIS NOTICE?

Records show you may be a member of the class because you presently own or lease, or previously owned or leased, a Class Vehicle. This notice is designed to inform members of the class of the pendency of this litigation and of the proposed settlement, and to describe your rights and options if you are a member of the class.

3. WHO IS A CLASS MEMBER?

The United States District Court for the Central District of California has conditionally certified a “**Settlement Class**” that includes all current and former owners and lessees of a Class Vehicle purchased in the United States, including the District of Columbia and Puerto Rico.

Excluded from the Settlement Class are:

- (1) BMW NA, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees;
- (2) BMW Group dealers or independent repair shops;
- (3) Insurers of the Class Vehicles;
- (4) All persons and/or entities claiming to be subrogated to the rights of Class Members;
- (5) Issuers or providers of extended vehicle warranties or issuers or providers of extended service contracts;
- (6) Individuals and/or entities who validly and timely opt-out of the settlement;

- (7) Consumers or businesses that have purchased Class Vehicles previously deemed a total loss (i.e. salvage title; subject to verification through Carfax or other means) or that were purchased with a branded title or where the vehicle was sold “as is” and the purchase price for such vehicle therefore reflects such condition;
- (8) Current and former owners of a Class Vehicle that previously have released their claims against BMW NA with respect to the issues raised in the Action;
- (9) United States residents that have purchased Class Vehicles in the United States but have since transported the vehicle outside the United States for permanent use abroad;
- (10) Individuals or entities that have purchased and/or leased Class Vehicles as “fleet” vehicles (i.e. rentals or company vehicles);
- (11) The Judge(s) to whom the Action is or will be assigned and any members of the Judge(s)’ family or Judge(s)’ chambers (law clerks, secretaries, deputy clerk, etc.); and
- (12) Class counsel or employees of Class Counsel

4. DO I HAVE A LAWYER REPRESENTING ME?

To represent the Settlement Class, the Court has appointed The Margarian Law Firm (www.margarianlaw.com) to act as Class Counsel. You will not be charged for contacting this law firm.

The Margarian Law Firm
462 W Colorado Street
Glendale, CA 91204
(818) 553-1000
info@margarianlaw.com

5. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

Refer to the complete Settlement Agreement and Release for a full description of all settlement terms and conditions. You can review the Settlement and Release in its entirety at the settlement website (www.warninglightpillsettlement.com). The following is a summary of the benefits set forth in the settlement.

- (a) **Reimbursement of Out-of-Pocket Costs Incurred Prior to Mailing Date of Class Notice (Claims Submission):** BMW will reimburse you for valid and eligible “**Out-of-Pocket Costs**” incurred prior to the date of this Class Notice (subject to providing the Required Proof, as explained below).
 - An “**Out-Of-Pocket Cost**” is money you paid for an **Eligible Repair** prior to the mailing date for this Class Notice, and that was not otherwise paid for or covered by BMW NA under warranty or goodwill, covered by insurance, or under a third-party reimbursement program or service contract.
 - An “**Eligible Repair**” is a repair performed by a BMW Center in the United States on a Class Vehicle during the **Extended Warranty Period** to address or remedy a customer complaint of an SRS warning light illumination that the BMW Center determines or determined was caused by liquid that spilled or that otherwise seeped through the cupholder(s) on the front center console of a Class Vehicle. An SRS warning light illumination that a BMW Center determines is illuminated for reasons other than liquid seeping through the cupholder is **not an Eligible Repair** covered by this settlement and will be subject to normal warranty coverage terms and conditions, if any.

- The “**Extended Warranty Period**” means the period of 7 years/75,000 miles (whichever occurs first), from the date your Class Vehicle was first placed in service, during which an **Eligible Repair** may be performed.

To get reimbursed for an Out-Of-Pocket Cost, you must submit online or transmit via U.S. mail a Claim Form and **Required Proof** (as described below) by the claims deadline. *Please check the settlement website frequently for any updates to the this claim deadline.* Under the Settlement Agreement, the deadline to submit a claim for an Out-Of-Pocket Cost is one hundred twenty (120) days after the mailing date of this Class Notice or up until the Court issues its order on final approval of the settlement, whichever is earlier. **Currently, the deadline to submit a claim is August 1, 2023.**

The **Required Proof** for a valid claim for **Out-of-Pocket Costs** is:

- (1) a legible repair order from a BMW Center that identifies a Class Vehicle and VIN; and
- (2) proof of payment, in the form of a canceled check, credit-card receipt, credit-card statement, or receipt demonstrating that you paid for the amount(s) sought for reimbursement (a repair order that itself denotes a payment by check or credit card that is issued from a BMW Center is sufficient proof of payment); and
- (3) the mileage of your vehicle at the time of **Eligible Repair**; and
- (4) the date of the **Eligible Repair**, and
- (5) a description of the **Eligible Repair** performed with indications as to the parts and labor for the repair.

- (b) **Warranty Coverage for Eligible Repairs After this Class Notice:** If your Class Vehicle requires an **Eligible Repair** after the mailing date of this Class Notice, you must take it to a BMW Center during the **Extended Warranty Period**. No reimbursement is available for **Out-of-Pocket Costs** you incur for **Eligible Repairs** after the mailing date of this Class Notice. If the dealer determines the SRS illumination is an **Eligible Repair**, the concern will be addressed free of charge under warranty.

This warranty coverage for Eligible Repairs will be honored prior to the Court’s approval of this settlement. If your Class Vehicles receives an Eligible Repair under warranty after this Class Notice but before Final Approval of the settlement, you will be bound by the Release in this settlement even if you “opt out” of the settlement.

6. WHO PAYS CLASS COUNSEL’S FEES AND EXPENSES?

To date, Class Counsel has not been paid for time spent prosecuting the case and has not been reimbursed for any out-of-pocket costs. If the Court approves the proposed settlement, Class Counsel will apply to the Court for an award of attorneys’ fees and reimbursement for costs not to exceed \$375,000. Class Counsel also will apply to the Court for a service award of \$3,000 for the Settlement Class Representative (BrightK Consulting, Inc.) for its initiative and effort in pursuing this litigation for the benefit of the class. Any award of attorneys’ fees and expenses and any service award will be paid by BMW NA separately and will not reduce the benefits available to you under the settlement. You are not personally liable for these attorneys’ fees and costs or the service award.

7. WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

If you fall within the class definition and elect to remain in the class, and the settlement is approved, the Court will enter a judgment dismissing the lawsuit with prejudice, and releasing any and all claims that you may have against BMW NA and its direct and indirect parents, subsidiaries, affiliates, successors in interest, officers, directors, agents, authorized BMW dealers, attorneys, and all other persons or entities acting on their behalf; suppliers, licensors, licensees, distributors, assemblers, partners, component part designers, manufacturers, holding companies, joint ventures, and any individuals or entities involved in the chain of design, development, testing, manufacture, sale, assembly, distribution, marketing, advertising, financing, warranting, repair, and maintenance of the Settlement Class Vehicles and their component parts (together “Released Parties”) from any and all claims or causes of Action, including unknown claims, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity that relate to or arise out of complaints or concerns that led to or may lead to an Eligible Repair, excluding claims for property damage or personal injury (“Released Claims”).

8. WHAT ARE MY OPTIONS NOW THAT I’VE RECEIVED THIS NOTICE?

If you are a member of the class, you have the following options:

- (a) **PARTICIPATE IN THE SETTLEMENT:** If you agree with the proposed settlement, you need not do anything to remain in the class. If you have **Out-of-Pocket Costs** that are eligible for reimbursement, you are required to submit a **timely** claim for reimbursement along with **Required Proof** or comply with other deadlines as set forth herein and in the Settlement Agreement and Release. For information on the status of settlement approval and other settlement related information, please visit the settlement website at www.warninglightsettlement.com.
- (b) **REQUEST TO BE EXCLUDED:** If you do not want to stay in the class, then you must send a written notice of your request to exclude yourself from the class, **postmarked no later than May 18, 2023** to the Claims Administrator at the following address:

Brightk Consulting, Inc. v. BMW of North America, LLC
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

Your request must be signed by you, include your full name and current address, identify your vehicle’s model, model year, and vehicle identification number (VIN), and specifically state that you request to be excluded from the Settlement Class in *Brightk Consulting, Inc. v. BMW of North America, LLC*.

If you validly and timely request exclusion from the Settlement Class, (1) you will be excluded from the class; (2) you will not be entitled to the settlement benefits; (3) you will not be bound by the terms of the Settlement Agreement, the judgment dismissing the Action, or the release of claims provided by the Settlement Agreement; and (4) you will not be entitled to object to the proposed settlement or be heard at the fairness hearing described below.

If you do not exclude yourself, you will be bound by any judgment entered in the case, whether favorable or unfavorable, and will be bound by the release in the Settlement Agreement.

Please note, however, that if you obtain an Eligible Repair after this Class Notice but before the Settlement Agreement receives final approval from the Court, you are precluded from opting out of the settlement even if an otherwise valid and timely opt-out notice is sent to the Claims Administrator.

- (c) **OBJECT TO THE SETTLEMENT:** If you are a Settlement Class Member and you do not request to be excluded, you may object to the terms of the settlement, Class Counsel's request for attorneys' fees and costs, or the incentive award requested for the Settlement Class Representative. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may, *but need not*, enter an appearance through counsel of your choice, but you will be responsible for paying your own attorney.

If you object to the settlement, your objection must be mailed (**post-marked**) **on or before May 18, 2023**.

The objection must be mailed to the claims Administrator at this address:

Brightk Consulting, Inc. v. BMW of North America, LLC
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

The written objection must include (i) a reference to *Brightk Consulting, Inc. v. BMW of North America, LLC*, Case No. No. 21-CV-02063-CJC-JDE; (ii) your full name, current address, and current telephone number; (iii) the year, model, and vehicle identification number (VIN) of the Class Vehicle that you own or lease or previously owned or leased; (iv) a statement of the position(s) the you wish to assert, including the factual and legal grounds for the position; (v) a statement as to whether you intend to appear to be heard at the Final Approval Hearing, (vi) any other documents that you wish to submit in support of his/her position, and (vii) your signature or if you are represented by counsel, your counsel's signature. You may but are not required to personally appear at the final approval hearing for your objection to be considered by the Court.

Please note that by objecting, you will remain a member of the class and will have released your claims as set forth herein.

9. WHEN IS THE FINAL APPROVAL HEARING?

On **August 7, 2023**, at the United States District Court for the Central District of California, the Honorable Cormac J. Carney, U.S. District Court Judge, will hold a fairness hearing for the purpose of deciding (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Class Counsel's application for attorneys' fees and expenses and incentive award for the Settlement Class Representative should be granted. The hearing may be postponed, adjourned, or rescheduled by the Court without further notice to the class. You do not need to attend this hearing to remain a member of the class or participate in the settlement.

10. WHERE CAN I REVIEW SETTLEMENT DOCUMENTS AND OTHER INFORMATION ON THE SETTLEMENT?

This notice summarizes the proposed settlement. For full details of the matters discussed in this notice, you may wish to review the Settlement Agreement and Release dated September 29, 2022, a copy of the operative complaint, and other settlement related documents, on file with the Court, and also available at the dedicated website of www.warninglightspillsettlement.com, or by contacting class counsel, Hovanes Margarian (hovanes@margarianlaw.com; 818.553.1000), the Margarian Law Firm, 462 W Colorado St, Glendale, CA 91204.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE COURT

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