

## EXHIBIT 6

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators or Takata Inflator-Related Component Parts While Engaged in the Business of Automotive Salvage and Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visit [www.recyclerpayment.org](http://www.recyclerpayment.org)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against BMW entities, including, but not limited to, BMW of North America, LLC and BMW Manufacturing Co., LLC (collectively, “BMW”) that were based on the inclusion of those Takata airbag products in certain BMW vehicles. Those people included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain BMW vehicles (which are listed in Question 3 below) and currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, [www.recyclerpayment.org](http://www.recyclerpayment.org), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies have been named as defendants in the litigation, including BMW. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact BMW or BMW Dealers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<b>YOU MAY:</b>		<b>DATE/CLAIM PERIOD</b>
<b>FILE A CLAIM FORM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Takata Inflator Certification Program prior to the Final Claim Deadline.	<p><i>Class members will have two years from the date of implementation to submit a Claim Form.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed settlement.	<i>October 4, 2023.</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue BMW about the issues in your own lawsuit.	<i>October 4, 2023.</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FINAL APPROVAL HEARING</b>	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Final Approval Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Final Approval Hearing.	<p><i>The appearance deadline is October 4, 2023.</i></p> <p><i>The Court will hold the Final Approval (or “Fairness”) Hearing at 2:30 p.m. (Eastern Time) on November 3, 2023.</i></p>
<b>DO NOTHING</b>	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue BMW about the issues in the lawsuit.	

## 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including BMW (collectively, the “Automotive Defendants”), manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the plaintiffs sustained economic losses as a result.

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PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain named plaintiff recyclers (“Recycler Plaintiffs”) by visiting [www.recyclerpayment.org](http://www.recyclerpayment.org). BMW denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. See *U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against BMW: RICO claim for the nationwide class; Lanham Act for all Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against BMW are: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

On April 24, 2021, the Recycler Plaintiffs filed a Second Amended Class Action Complaint (“SACAC”). The Recycler Plaintiffs corrected this Complaint on May 7, 2021, and this is the operative pleading for Plaintiffs’ claims at this time. BMW answered the SACAC on May 21, 2021.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.recyclerpayment.org](http://www.recyclerpayment.org).

### 3. What vehicles are included in the settlement?

The following BMW vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, and Puerto Rico are included:

<b>Model Years</b>	<b>Make and Model</b>	<b>Inflator Type</b>
2006, and 2008-2013	BMW 1 Series	PSDI-5
2014-2017	BMW 2 Series	PSDI-X
2000-2017	BMW 3 Series	PSPI PSDI-4 PSDI-5 PSDI-X
2014-2017	BMW 4 Series	PSDI-X

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<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2001-2003 and 2009-2017	BMW 5 Series	PSDI-4 PSDI-X
2012-2017	BMW 6 Series	PSDI-X
2011-2017	BMW X1	PSDI-5 PSDI-X
2007-2017	BMW X3	PSDI-5 PSPI-X
2014-2017	BMW X4	PSDI-X
2000-2004 and 2006-2017	BMW X5	PSDI-4 PSDI-5 PSPI-2
2007-2017	BMW X6	PSDI-5 PSPI-2
2014-2017	BMW i8 EV	PSDI-X

#### **4. Why is this a class action?**

In a class action, people or entities called “class representatives” sue on behalf of other people or entities who have similar claims. All of these people or entities together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### **5. Why is there a settlement?**

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation so that the Class Members can get the benefits of the settlement and, in exchange, BMW receives a release from liability. The settlement does not mean that BMW broke any laws or did anything wrong. Additionally, the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and attachments sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

### **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

#### **6. How do I know if I am part of the settlement?**

You are part of the settlement if you are a person who or entity purchased a Subject Vehicle containing a Takata Inflator, and that currently engage in, or at the time of such purchase were engaged in, the business of automotive salvage or recycling, or that recycled, refurbished, or removed for sale or re-sale, second-hand

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Takata Inflators or Takata Inflator-related component parts in the United States, the District of Columbia, and Puerto Rico prior to April 4, 2023.

This is called the “Class.” Excluded from this Class are: (a) BMW, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and BMW’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

## **7. I’m still not sure if I’m included in the settlement.**

If you are not sure whether you are included in the Class, you may call (859) 344-1901. Please do not contact BMW or BMW Dealers regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## **C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT**

### **8. What does the settlement provide? What is the Takata Inflator Certification Program?**

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of a Takata Inflator Certification Program. Class Members will submit claims to Car-Part, as BMW’s Settlement Claims Administrator, who will work with the Class Members to locate, identify, and obtain a certification that the Takata Inflators in recalled as of January 12, 2023 Subject Vehicles of Class Members have been deployed or destroyed. If BMW has previously compensated you for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**Deadline to Submit Claim Form:** In order to participate in the Takata Inflator Certification Program, eligible Class Members must complete and submit the Claim Form during the Claim Period. Class Members will have two years from the date of implementation to submit a Claim Form.

**Obtaining, Completing, and Submitting the Claim Form:** You can complete and submit a Claim Form online at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can also obtain a Claim Form from the settlement website, which includes the instructions on how to submit a Claim.

We do not know when the Court will finally approve the settlement, if it does so, or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.recyclerpayment.org](http://www.recyclerpayment.org) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim Form. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

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**Takata Inflator Certification Program:** Pursuant to the Takata Inflator Certification Program and at BMW's direction, Car-Part will locate, identify, and obtain a certification that the Takata Inflators in recalled Subject Vehicles of Class Members have been destroyed or deployed in Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement. This Takata Inflator Certification Program does not apply to Inflators for which BMW has previously compensated Class Members under a separate program overseen by Car-Part.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, Car-Part, at BMW's direction, will, to the extent reasonably possible, locate and identify such Inflators and request the Class Member submit documentation for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by BMW under a separate program administered by Car-Part.

To the extent reasonably practicable, a website for the Takata Inflator Certification Program will be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to the Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to the list of VINs for Subject Vehicles that have been recalled as of the date of this Agreement that still may be equipped with Inflators ("VIN List") to determine which, if any, Inflators are subject to payment under the Takata Inflator Certification Program; and (iii) allow Class Members to submit claims for certification under the Takata Inflator Certification Program for Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement at and after the Effective Date.

Under the Takata Inflator Certification Program, BMW, through Car-Part, will pay to the eligible Class Member 15% more per Inflator than it currently, as of the Effective Date of the Agreement, unless implemented earlier, pays or paid under its prior or existing Takata Inflator Certification Program for recovered Inflators. Specifically, BMW will pay \$40.25 for each certification of a Recalled BMW Airbag in Current Inventories and \$28.75 for each certification of a Recalled BMW Airbag in Historic Inventories.

Car-Part will coordinate with, notify, and provide monthly updates to BMW regarding the results of the implementation of the Takata Inflator Certification Program. BMW will enter into a written, legally enforceable agreement with Car-Part (the "Car-Part Takata Inflator Certification Agreement") that memorializes the terms of the Takata Inflator Certification Program as described above. Under the terms of this Settlement Agreement, BMW will have a continuing obligation until the termination of the Takata Inflator Certification Program to periodically monitor Car-Part's compliance with the terms of the Car-Part Takata Inflator Certification Program Agreement. If BMW determines that Car-Part has breached the agreement, BMW will take necessary and reasonable steps to enforce the terms of the Car-Part Takata Inflator Certification Agreement.

The Takata Inflator Certification Program will run for a total of two (2) years, measured from the date of implementation. BMW, at its sole discretion, may implement the Takata Inflator Certification Program prior to the occurrence of the Effective Date.

The Settlement Claims Administrator will receive, review, and process the claims Class Member submit to the Takata Inflator Certification Program ("Claims") to determine whether the Class Members' Subject Vehicles are on the VIN List and, if so, take such actions as required to obtain certification that the Takata airbags in those Subject Vehicles have been deployed or destroyed. The Settlement Claims Administrator will provide periodic reports to counsel for BMW and Settlement Class Counsel, but not more often than quarterly.

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## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release BMW and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section and the definition of Released Parties in Appendix A to this Notice. The Settlement Agreement is available at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can talk to one of the lawyers listed in Question 13 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue BMW or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against BMW or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing your Subject Vehicle’s(s’) Vehicle Identification Number(s) (VIN); and (iii) a statement that you wish to be excluded from the BMW Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can’t ask to be excluded over the phone or through the settlement website. To be valid and timely, exclusion requests must be postmarked on or before **October 4, 2023**, the last day of the Exclusion (“Opt-Out”) Period (the “Exclusion (Opt-Out) Deadline”). You **must** mail your request for exclusion postmarked no later than **October 4, 2023**, to:

Dunn v. Takata  
c/o Kroll Settlement Administration

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PO Box 225391  
New York, NY 10150-5391

The Court may change the deadlines found in this Notice. Please check [www.recyclerpayment.org](http://www.recyclerpayment.org) regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Settlement Class Counsel”: Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel for the economic damages track. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs’ Steering Committee members. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Their contact information is as follows:

<p>Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3<sup>rd</sup> Avenue, Suite 2700 Miami, Florida 33131 Tel: (305) 358-2800 Email: <a href="mailto:pprieto@podhurst.com">pprieto@podhurst.com</a> URL: <a href="http://www.podhurst.com">www.podhurst.com</a> Chair Lead Counsel</p>	<p>David Boies BOIES, SCHILLER &amp; FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: <a href="mailto:dboies@bsfllp.com">dboies@bsfllp.com</a> URL: <a href="http://www.bsfllp.com">www.bsfllp.com</a> Co-Lead Counsel for the Economic Loss Track</p>
<p>Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: <a href="mailto:tas@prslaw.com">tas@prslaw.com</a> URL: <a href="http://www.prslaw.com">www.prslaw.com</a> Co-Lead Counsel for the Economic Loss Track</p>	<p>Roland Tellis BARON &amp; BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a> URL: <a href="http://www.baronbudd.com">www.baronbudd.com</a> Plaintiffs’ Steering Committee</p>
<p>James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY &amp; AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: <a href="mailto:jcecchi@carellabyrne.com">jcecchi@carellabyrne.com</a> URL: <a href="http://www.carellabyrne.com">www.carellabyrne.com</a> Plaintiffs’ Steering Committee</p>	<p>Elizabeth J. Cabraser LIEFF CABRASER HEIMANN &amp; BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: <a href="mailto:ecabraser@lchb.com">ecabraser@lchb.com</a> URL: <a href="http://www.lchb.com">www.lchb.com</a> Plaintiffs’ Steering Committee</p>

### 14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?

BMW will not be liable for, or obligated to pay, any attorneys’ fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in the Settlement

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Agreement.

Settlement Class Counsel have agreed to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$214,938.00 to be shared equally by the settling Automotive Defendants (BMW's share therefore being \$30,705.43). This award of costs and expenses will be the only compensation BMW pays for all Settlement Class Counsel in the Actions. Any attorneys' expenses award made by the Court shall be paid by BMW within 30 days of the Effective Date.

Any order or proceedings relating to the application for attorneys' costs and expenses, or any appeal from any order related to that application, or reversal or modification that order, will not operate to terminate or cancel the settlement or affect or delay the Effective Date.

Settlement Class Counsel will allocate among other plaintiffs' counsel the attorneys' expenses BMW pays as provided for in the settlement in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against BMW in the Actions.

The Court will consider the amount(s) of any attorneys' expenses separately from the Court's consideration of the fairness, adequacy, and reasonableness of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' expenses the Court awards to Settlement Class Counsel will affect the finality of the Final Order and Final Judgment.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

## F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from (opt-out of) the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, BMW's Counsel (see addresses below), and the Court, on or before **October 4, 2023**, a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the *Takata* MDL;
- b) the objector's full name, telephone number, and address (the objector's actual address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class;
- f) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

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- g) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- h) the number of times the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior such objections that were issued by the trial and appellate courts in each listed case;
- i) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector’s counsel and any other person or entity;
- j) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel;
- k) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- l) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- m) the objector’s dated, handwritten signature (an electronic signature or the objector’s counsel’s signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and BMW’s Counsel no later than **October 4, 2023**. To have your objection considered by the Court, you also must send the objection to the Clerk of Court (identified below) so that it is received and filed no later than **October 4, 2023**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2700 Miami, FL 33131	<u>BMW’s Counsel</u> Christopher J. Dalton Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, NJ 07102
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## 16. What is the difference between objecting and excluding?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the “Final Approval Hearing” or the “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

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## 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or “Fairness,” Hearing at **2:30 p.m. (Eastern Time) on November 3, 2023** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members for costs and expenses. We do not know how long these decisions will take.

## 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and BMW’s Counsel identified above (see Question 15) so that they receive it no later than **October 4, 2023**. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than **October 4, 2023**. You must include your name, address, telephone number, the year, make, model, and VIN number of your vehicle(s), and your signature. Anyone who has requested permission to speak must be present at the start of the Final Approval Hearing at **2:30 p.m. (Eastern Time) on November 3, 2023**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form, at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can also call the toll-free number, (859) 344-1901, or write the Settlement Notice Administrator at *Dunn v. Takata, c/o Kroll Settlement Administration*, P.O. Box 225391, New York, NY 10150-5391. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Final Approval Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact BMW or BMW Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

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## Appendix A

### Section VII from the Settlement Agreement - Release and Waiver

A. The Parties agree to the following release and waiver, which will take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Automotive Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons or entities who or which may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties<sup>1</sup> from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind or type regarding the subject matter of the Actions and the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, unfair business, unfair trade practices, false, misleading, fraudulent advertising, consumer-fraud, or consumer-protection statutes, any breaches of express, implied, or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products-liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common-law, statutory, or equitable-relief theories, or from any other source, and any claim or potential claim of any kind related to, arising from, connected with, or in any way involving the Actions, the Subject Vehicles' Takata airbags containing desiccated or non-desiccated driver or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged, or described in the Actions or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt-out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding will be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in this Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle or Takata airbag itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Approval Order and Final Judgment will reflect these terms.

G. Automotive Recycler Plaintiffs and Class Members will not now or hereafter institute, maintain, prosecute, assert, instigate, or cooperate in the institution, commencement, filing, or prosecution of any suit, action,

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<sup>1</sup> Released Parties means BMW, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including BMW Centers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

claim, or proceeding, whether legal, administrative, or otherwise, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, or any other matters released through this Settlement.

H. In connection with this Agreement, Automotive Recycler Plaintiffs, and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release in this Agreement. Nevertheless, Settlement Class Counsel, Automotive Recycler Plaintiffs, and Class Members, in executing this Agreement, intend fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, the Subject Vehicles, and their Takata airbags, except as otherwise stated in this Agreement.

I. Automotive Recycler Plaintiffs expressly understand and acknowledge, and all Automotive Recycler Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive, Section 1542 of the Civil Code of the State of California, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Automotive Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the Civil Code of the State of California, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Automotive Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Automotive Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including, without limitation, any claim for benefits, proceeds, or value under the Actions, and that Automotive Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

K. Without in any way limiting its scope, this Release covers, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or Automotive Recycler Plaintiffs, other than as set forth in this Settlement Agreement.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending the Court's entry of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to BMW. Upon the Court's entry of the Final Approval Order and Final Judgment approving this Settlement, the Parties expressly waive any and all such pretrial requirements as to BMW.

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N. Nothing in this Release will preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Automotive Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and will be included in any Final Approval Order and Final Judgment entered by the Court.

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