

## B. The settlement terms

### 1. Relief for N14 Class members

If the Court grants final approval to the settlement agreement, Defendants agree to dismiss this action with prejudice with respect to *all* Plaintiffs, and N14 Class members "will be forever barred and enjoined **[\*8]** from pursuing any claims" resolved by the settlement. *Id.* at 16, 31-33.

In consideration, Defendants have agreed to provide N14 Class members with four primary types of relief. First, N14 Class Vehicles will receive a warranty extension for the timing-chain tensioner and timing chain for seven years or 100,000 miles from the date when the vehicle was first placed into service, whichever comes first, subject to certain exceptions. *Id.* Second, N14 Class members who submit claims by the relevant deadlines are entitled to reimbursement for out-of-pocket expenses incurred before the effective settlement date for repair and/or replacement of the timing chain and/or timing-chain tensioner, subject to certain limitations. *Id.* at 17-18. Class members are entitled to 100% of costs incurred at authorized MINI dealers and up to \$120 for timing-chain tensioners and \$850 for timing chains repaired or replaced at independent service centers. *Id.* Third, N14 Class members who submit timely claims are entitled to reimbursement for up to \$4,500 in out-of-pocket expenses incurred before the effective settlement date for repair and/or replacement of an engine because of timing-chain tensioner and/or timing chain failure, subject to **[\*9]** discounts based on mileage and the amount of time since their vehicle was first placed into service, as well as certain other limitations. *Id.* at 19-20. Finally, N14 Class members who submit timely claims are entitled to compensation of up to \$2,250 if they had to sell their vehicle at a loss before the effective settlement date due to an unrepaired damaged or failed engine caused by timing-chain tensioner and/or timing chain failure, again subject to discounts based on mileage and the time since their vehicle was first placed into service, as well as certain other limitations. *Id.* at 21-22.

The settlement requires N14 Class members to complete and submit a claim form, either online or by mailing a hard copy, providing information and documentation about their N14 Vehicle(s), routine maintenance, repairs, and sale. P. Mot. Final Approval Settlement Agreement, ECF No. 92 at 15; *see also* Notice and Claim Form, Decl. Matthew J. McDermott in Support Mot. Approve Settlement ("McDermott Declaration"), ECF No. 92-4 Ex. A. If the Court grants final approval to the settlement agreement, the Settlement Administrator will review each timely claim and initially decide whether to grant or deny each claim. ECF No. 92 at **[\*10]** 15; ECF No. 92-4 Ex. A § K. Granted claims will be submitted to Defendants for final approval. ECF No. 92 at 15-16; Settlement Agreement and Release, ECF No. 69-3 Ex. 1 ¶ III.E.2. The Settlement Administrator will notify each Class member whose claim is denied, in whole or in part, of the reason for the denial and the steps the Class member may take to cure any deficiencies in his or her claim. ECF No. 92 at 15; ECF No. 69-3 Ex. 1 ¶ III.E.1. Class members who cannot cure the deficiencies may notify Class Counsel of their wish to appeal the denial, eventually submitting any dispute to an agreed-upon Special Master for a binding determination. ECF No. 92 at 16; ECF No. 69-3 Ex. 1 ¶ III.E.3.

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