


United States District Court for the District of New Jersey

**If You Bought or Leased a Mercedes-Benz or
Sprinter BlueTEC II Diesel Vehicle,
You May Be Eligible for a
CASH PAYMENT
from Class Action Settlements**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

BENEFITS ARE AVAILABLE TO YOU:

<p><u>GET PAID CASH</u></p>	<p><u>UNDER THE CLASS ACTION SETTLEMENTS:</u></p> <p>Current owners and lessees can get up to \$3,590 or more, and former owners and lessees can get up to \$897.50</p>
<p style="text-align: center;"></p>	
<p style="text-align: center;">CURRENT OWNERS AND LESSEES</p>	
<p>GET YOUR AGENCY-APPROVED EMISSION MODIFICATION FREE OF CHARGE TO YOU</p>	<p>From a separate settlement with federal and California regulators; these benefits are available even if you do not participate in the class action settlement</p>
<p>RECEIVE AN EXTENDED MODIFICATION WARRANTY</p>	

YOU MUST TAKE ACTION TO RECEIVE THESE BENEFITS

QUESTIONS? VISIT MBBLUETECSETTLEMENT.COM, OR CALL 1-877-313-0170

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

**PLEASE CHECK THE SETTLEMENT WEBSITE AT
MBBLUETECSETTLEMENT.COM OFTEN FOR UPDATES AND FURTHER DETAILS.**

You are receiving this Notice as a possible current or former owner or lessee of certain Mercedes-Benz and Sprinter BlueTEC II diesel vehicles, including both Mercedes-Benz- and Freightliner-branded Sprinter diesel vehicles.

You may be eligible for a cash payment under class action settlements.

	Current Owners/Lessees If no former owner/lessee submits a Valid Claim for the same vehicle	Current Owners/Lessees If a former owner/lessee submits a Valid Claim for the same vehicle OR If the current owner/lessee begins owning or leasing after September 14, 2020	Former Owners/Lessees
Class Member Payment	<p>\$3,290 (Mercedes Class Action Settlement) + \$300 (Bosch Class Action Settlement)* + Possible Additional Payment (see Question 7)</p>	<p>\$2,467.50 (Mercedes Class Action Settlement) + \$225 (Bosch Class Action Settlement)* + Possible Additional Payment (see Question 7)</p>	<p>\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)* (Divided equally among former owners/lessees who submit a Valid Claim for the same vehicle)</p>

*The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)

Daimler AG and Mercedes-Benz USA, LLC (the "Mercedes Defendants") and Robert Bosch GmbH and Robert Bosch LLC (the "Bosch Defendants") each have reached settlements (the "Mercedes Class Action Settlement" and the "Bosch Class Action Settlement," together "the Class Action Settlements") with a class of persons or entities who purchased or leased and Registered¹ model year 2009-2016 Mercedes-Benz or Sprinter BlueTEC II diesel vehicles in the United States, subject to certain exclusions described in this Notice. The specific vehicles (the "Subject Vehicles") are listed below.

¹ All capitalized terms not defined in this Notice are defined in the Class Action Settlements, copies of which are available at mbluetecsettlement.com.

SUBJECT VEHICLES	
MODEL	MODEL YEARS
E250 BlueTEC	2014-2016
E350 BlueTEC	2011-2013
GL320 BlueTEC	2009
GL350 BlueTEC	2010-2016
GLE300d	2016
GLE350d	2016
GLK250 BlueTEC	2013-2015
ML250 BlueTEC	2015
ML320 BlueTEC	2009
ML350 BlueTEC	2010-2014
R320 BlueTEC	2009
R350 BlueTEC	2010-2012
S350 BlueTEC	2012-2013
Mercedes-Benz or Freightliner Sprinter (4-cylinder)	2014-2016
Mercedes-Benz or Freightliner Sprinter (6-cylinder)	2010-2016

This Notice summarizes the terms of the Class Action Settlements and answers potential questions Class Members may have about their eligibility and the terms of the Class Action Settlements. Additional information is available at mbbluetecsettlement.com.

The Settlement Website mbbluetecsettlement.com will allow current and former vehicle owners/lessees to register for more information. **Registration on the website does not constitute a Valid Claim for cash benefits. If you wish to claim a Class Member Payment, you must submit a Valid Claim by the applicable due date, even if you have registered on the website for updates.**

Please see below concerning the requirement to submit a Valid Claim to receive cash benefits.

SUMMARY OF BENEFITS FOR CLASS MEMBERS

The Class Action Settlements provide cash payments to current and former owners and lessees who are Class Members and who do not “opt out” of the Class Action Settlements.

To be eligible for a cash payment, current owners and lessees must first have an “Approved Emission Modification” or “AEM” installed in their vehicle. An AEM is an emission control system modification approved by the U.S. Environmental Protection Agency (the “EPA”) and the California Air Resources Board (“CARB”). The AEMs are the result of a separate settlement among the Mercedes Defendants and federal and California state regulators (the “US-CA Consent Decree”). More information about the US-CA Consent Decree is in Question 2 below. AEMs are free of charge to you.

The cash payments under the Class Action Settlements are available only to Class Members. However, current owners and lessees of Subject Vehicles may be eligible to receive the AEM and an Extended Modification Warranty even if they opt out of the Class.

Former owners and lessees are not required to install an AEM to be eligible for cash payment under the Class Action Settlements.

To claim a cash payment, Class Members must submit a Valid Claim by the deadlines in this Notice.

Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT	
DO NOTHING	<p>If you do nothing, you will get no payment, stay in the Class, and give up your rights to sue the Mercedes Defendants and Bosch Defendants regarding any of the claims in this case. You are still eligible to receive the AEM and the Extended Modification Warranty, as discussed in Question 2, below.</p>
SUBMIT A CLAIM FORM BY THE DEADLINE	<p>If you are a <u>current</u> owner or lessee of a Registered Subject Vehicle, you will receive a payment if the AEM is installed and you submit a Valid Claim by October 1, 2022.</p> <p>If you are a <u>former</u> owner or lessee of a Registered Subject Vehicle, you will receive a payment if you submit a Valid Claim by July 12, 2021, or by the date the Court finally approves the Mercedes Class Action Settlement (if after July 12, 2021). Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.</p> <p>To receive payments under both Class Action Settlements, you must <u>not</u> “opt out” of the Class.</p> <p>See Questions 19-22 for instructions on how to submit a claim.</p>
EXCLUDE YOURSELF FROM THE CLASS	<p>If you exclude yourself from the Class (“opt out”), you will receive no payment under the Class Action Settlements and you will keep the right to sue the Mercedes Defendants and Bosch Defendants about the claims in this case. You must send in a written request to be excluded by May 24, 2021 in order to be excluded from the Class (see Question 27).</p> <p>If you choose to exclude yourself from the Class, you can still receive the AEM and the Extended Modification Warranty discussed in Question 2, but you cannot receive any Class Member Payments (see Question 29).</p>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT

OBJECT TO THE CLASS ACTION SETTLEMENT	You may write to the Court by May 24, 2021 to explain why you think either or both of the Class Action Settlements is not fair or reasonable or that it is otherwise improper, but you may object to a Class Action Settlement only if you do not exclude yourself from the Class (see Questions 30-31).
GO TO A HEARING	If you file a written objection, you may also ask by May 24, 2021 to speak in Court about the fairness of either or both of the Class Action Settlements (see Questions 30 and 36), but you don't have to. Even if you don't object, you may appear at the hearing by filing a Notice of Appearance by May 24, 2021 .

These rights and options — and the applicable deadlines — are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified without further notice to you. Check the Settlement Website at mbbluetecsettlement.com often for updates and more details.

If you do not exclude yourself from the Class, the Class Action Settlements (if approved) will release certain legal claims and will affect your right to start or continue any other lawsuit or proceeding against the Mercedes Defendants and/or Bosch Defendants involving the Subject Vehicles. The releases are addressed in Question 9 and described in the Class Action Settlements, which are available at mbbluetecsettlement.com.

ATTORNEYS' FEES

Class Counsel will ask the Court to award up to **\$80,200,000** in attorneys' fees and up to **\$3,200,000** in costs (plus an amount equal to up to 25% of the Valid Claims submitted in the Bosch Class Action Settlement). Any fees and costs awarded by the Court to Class Counsel will not reduce payments to Class Members under the Mercedes Class Action Settlement. Any fees and costs awarded by the Court to Class Counsel in connection with the Bosch Class Action Settlement will reduce individual payments to Class Members under that settlement by no more than 25%. Class Counsel will also ask the Court to award each of the named Plaintiffs representing the Class (the "Settlement Class Representatives") a "service award" of up to **\$5,000** for their work in this litigation. Any service awards approved by the Court will not reduce payments to Class Members.

The Mercedes Defendants and Bosch Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally retained attorneys.

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CLASS MEMBERSHIP AND ELIGIBILITY FOR BENEFITS

1. What is this lawsuit about?

Owners and lessees of certain Mercedes-Benz and Sprinter BlueTEC vehicles filed a class action lawsuit against the Mercedes Defendants and the Bosch Defendants, which are collectively referred to as the “Defendants.” The people who sued are called the “Plaintiffs.”

Plaintiffs allege that the Subject Vehicles were equipped with emission control systems that caused the Subject Vehicles to emit more nitrogen oxides (“NOx”) than consumers reasonably expected, and more NOx than was permitted under federal and state clean air laws. Plaintiffs also claim that the Defendants intentionally misled consumers about the qualities and characteristics of the Subject Vehicles.

The case is before Judge Kevin McNulty of the United States District Court for the District of New Jersey (the “Court”). The case is known as *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881-KM-ESK (D.N.J.) (the “Action” or “Class Action”).

Under the Class Action Settlements, the Mercedes Defendants and Bosch Defendants each have agreed to make cash payments to certain *former* owners and lessees of Subject Vehicles, and certain *current* owners and lessees of Subject Vehicles who have Approved Emissions Modifications (“AEMs”) installed in their vehicles.

A complete copy of each of the Class Action Settlements is available at **mbbluetecsettlement.com**.

2. What is the US-CA Consent Decree?

The US-CA Consent Decree provides AEMs, which are updates to the software in certain Mercedes-Benz and Sprinter BlueTEC II vehicles’ emissions control systems and to certain related hardware, as well as a robust extended warranty for vehicles that receive the AEM. Daimler has developed, and the EPA and CARB have approved, AEMs for approximately 188,000 currently registered vehicles. It is anticipated that proposed AEMs for the remaining covered BlueTEC II vehicles will be submitted to EPA and CARB for approval during 2021.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, **mbbluetecsettlement.com**; there, you can access a link to type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle. For more details about the AEMs and Extended Modification Warranty, please visit **bluetecupdate.mbusa.com** (if you own or lease a passenger car), **bluetecupdate.mbvans.com** (if you own or lease a Mercedes-Benz-branded Sprinter),

or bluetecupdate.freightlinersprinterusa.com (if you own or lease a Freightliner-branded Sprinter).

Under the US-CA Consent Decree, owners and lessees of Subject Vehicles that are operable and either registered in the United States or its territories, or held by a dealer in the United States or its territories, can receive the AEM and an Extended Modification Warranty for the modified vehicle, free of charge to them, regardless of whether they are Class Members or submit a claim for a Class Member Payment.

A complete copy of the US-CA Consent Decree and additional information are available at bluetecupdate.mbusa.com, bluetecupdate.mbvans.com, and bluetecupdate.freightlinersprinterusa.com.

3. Am I included in the Class Action Settlements?

You are automatically included in both Class Action Settlements if you qualify as a Class Member and do not exclude yourself by “opting out” from the Class.

The Class is composed of all current and former owners or lessees of Subject Vehicles who:

- On or before September 14, 2020 owned or leased and Registered a Subject Vehicle;
- or
- After September 14, 2020 begin owning or leasing and Register a Subject Vehicle for which an AEM has not been installed.

The Class includes automobile dealers and resellers who meet either of the above qualifications for Class membership (including registration of the Subject Vehicle)”

The following persons (including individuals and entities) are **excluded** from the Class, even if they meet the Class definition:

- The Mercedes Defendants and their respective officers, directors, and employees; the Mercedes Defendants’ respective corporate affiliates and corporate affiliates’ officers, directors, and employees; their respective distributors and distributors’ officers, directors, and employees;
- Judicial officers and their immediate family members and associated court staff assigned to this Action;
- Persons who have settled with, released, or otherwise had claims adjudicated on the merits against the Mercedes Defendants arising from the same core allegations or circumstances as the BlueTEC Diesel Matter (as defined in Section 2.6 of the Mercedes Class Action Settlement); and

- All Persons otherwise in the Class who timely and properly exclude themselves from the Class as provided in the Class Action Agreement.

If, after reading this Notice, you are still not sure whether you are included in the Class Action Settlements, you may visit the Settlement Website (mbbluetecsettlement.com) or call **1-877-313-0170**. You may also send questions via e-mail to info@mbbluetecsettlement.com, or via regular mail to:

MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111

4. Who qualifies for payment benefits? And what will they receive?

Current and former owners and lessees of Subject Vehicles may be eligible for payments.² If a current owner or lessee purchased or leased and Registered their vehicle on or before September 14, 2020 (an “Eligible Current Owner or Lessee”), they are eligible for Owner/Lessee Payments, and if a current owner or lessee purchased or leased and Registered their vehicle after September 14, 2020 (an “Eligible Post-Announcement Owner or Lessee”) (collectively, “Eligible Current Owner/Lessee”), they are eligible for a Post-Announcement Owner/Lessee Payment. Owner/Lessee Payments and Post-Announcement Owner/Lessee Payments under the Mercedes Class Action Settlement are intended to encourage installation of the AEMs.

Eligible Former Owners/Lessees are eligible only for Former Owner/Lessee Payments.

The table below summarizes the eligibility categories and the benefits that Class Members are eligible to receive. The Class Action Settlements describe all of the eligibility criteria and payment details. Information regarding potential additional “contingent” payments, if any, is found in Question 7.

² The Bosch Defendants and their officers, directors and employees, and the Bosch Defendants’ corporate affiliates and corporate affiliates’ officers, directors and employees do not qualify for payment benefits.

Category	Definition	Class Member Payment (excluding possible additional payments – see Question 7)
<p>Eligible Current Owner or Lessee</p>	<p>Owned or leased and Registered a Subject Vehicle on or before September 14, 2020 AND owns or leases that vehicle at the time the AEM is installed</p>	<p>\$3,290 (Mercedes Class Action Settlement) + \$300 (Bosch Class Action Settlement)* If no other Class Member submits a Valid Claim for the same vehicle <u>OR</u></p>
		<p>\$2,467.50 (Mercedes Class Action Settlement) + \$225 (Bosch Class Action Settlement)* If an Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle *The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)</p>
<p>Eligible Post-Announcement Owner or Lessee</p>	<p>Owens or leases a Registered Subject Vehicle at the time the AEM is installed, but purchased or leased that vehicle after September 14, 2020</p>	<p>\$2,467.50 per Valid Claim (Mercedes Class Action Settlement) + \$225 (Bosch Class Action Settlement)* *The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)</p>

Category	Definition	Class Member Payment (excluding possible additional payments – see Question 7)
Eligible Former Owner/Lessee	Owned or leased and Registered a Subject Vehicle on or before September 14, 2020 and then sold, transferred, or surrendered the vehicle by July 12, 2021, or by the date the Court finally approves the Mercedes Class Action Settlement (if after July 12, 2021)	<p>\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)*</p> <p>if no other Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle</p> <p style="text-align: center;"><u>OR</u></p>
		<p>\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)*</p> <p>each amount divided equally among the number of Valid Claims for the same vehicle submitted by Eligible Former Owners/Lessees</p> <p>*The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33).</p>

Eligible Current Owners/Lessees must have an AEM installed before submitting a claim for a Class Member Payment, and must submit proof of the AEM installation to the Settlement Administrator to receive a Class Member Payment.

AEMs may be installed free of charge to you at an authorized dealership of the same brand as the Subject Vehicle (*i.e.*, Mercedes-Benz or Freightliner). The Bosch Defendants' obligations under the Bosch Class Action Settlement are limited solely to the payment of not more than \$63.3 million in accordance with Section 11 of the Bosch Class Action Settlement, inclusive of attorneys' fees, costs, and expenses, if any, as may be ordered as provided under the Bosch Class Action Settlement.

5. I sold my vehicle, or no longer lease my vehicle. Am I a Class Member?

If you owned or leased and Registered a Subject Vehicle on or before September 14, 2020, you are a Class Member. If you sold or otherwise transferred ownership of your vehicle, or terminated your lease (a) by **July 12, 2021, or by the date the Court finally approves the Mercedes Class Action Settlement (if after July 12, 2021)**, and (b) before the AEM is installed, you may be eligible to receive a Former Owner/Lessee Payment.

TO OBTAIN A CLASS MEMBER PAYMENT, Eligible Former Owners/Lessees MUST submit a complete and Valid Claim by **July 12, 2021, or by the date the Court finally approves the Mercedes Class Action Settlement (if after July 12, 2021)**. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim. Eligible Former Owners/Lessees who miss the claim deadline will **not** receive a Class Member Payment.

Certain Members of the Class who no longer own or lease their vehicles may be eligible to receive an Owner/Lessee Payment instead of a Former Owner/Lessee Payment. If you (a) had the AEM installed in your Registered Subject Vehicle before you sold it (or otherwise transferred ownership) or terminated your lease, or (b) previously leased your Registered Subject Vehicle, but then you bought it and still own it at the time the AEM is installed, you may be eligible to receive an Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment (as applicable).

*TO OBTAIN A CLASS MEMBER PAYMENT, Eligible Current Owners/Lessees MUST have the AEM installed in their vehicle, and then submit a complete and Valid Claim by **October 1, 2022**. Eligible Current Owners/Lessees who miss the claim deadline will **not** receive a Class Member Payment.*

If you owned or leased a Registered Subject Vehicle **on or before** September 14, 2020 and then sell (or otherwise transfer ownership of) the vehicle or terminate your lease (a) **after July 12, 2021, or after the date the Court finally approves the Mercedes Class Action Settlement (if later than July 12, 2021)**; but (b) **before** the AEM is installed, you **are** a Class Member but you are **not** eligible for a Class Member Payment. To avoid this situation, you should keep your vehicle, have an AEM installed, and submit a claim for an Owner/Lessee Payment. Alternatively, if you sell (or otherwise transfer ownership of) your vehicle or terminate your lease before the date above, you may also submit a claim by the deadline for Eligible Former Owners/Lessees for a Former Owner/Lessee Payment. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.

6. I bought or began leasing my vehicle after September 14, 2020. Am I a Class Member?

If you began owning or leasing and Registered a Subject Vehicle for which an AEM has not been installed after September 14, 2020, you are a Class Member. You may be eligible for a Post-Announcement Owner/Lessee Payment if you continue to own or lease the vehicle on the date the AEM is installed.

If you began owning or leasing and Registered a Subject Vehicle for which an AEM has not been installed after September 14, 2020 and then sell or otherwise transfer ownership or possession before the AEM is installed, you are not eligible for a Class Member Payment. To receive a payment, the AEM must be installed before you transfer ownership or possession. If you have the AEM installed, you may submit a claim for a Post-Announcement Owner/Lessee Payment.

SETTLEMENT BENEFITS

7. What additional benefits will be available under the Mercedes Class Action Settlement for Eligible Current Owners/Lessees who have an AEM installed in their vehicles?

The Class Action Settlements provide for cash payments to Eligible Current Owners/Lessees that have an AEM installed in their Registered Subject Vehicle, as described in Question 4.

In addition to the payments described in Question 4, under the Mercedes Class Action Settlement Eligible Current Owners/Lessees who submit Valid Claims may be eligible for additional payments, as summarized below. Eligible Former Owners/Lessees are not eligible for these additional payments and the Bosch Class Action Settlement does not provide any additional payments beyond those described in Question 4. Any additional payments under the Mercedes Class Action Settlement will be paid at the same time as the Current Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment, as applicable.

Situation	Additional Payments
If a proposed emission modification is scheduled under the US-CA Consent Decree for submission to EPA and CARB more than 60 days after the Court approves the Mercedes Class Action Settlement	\$400 Please see Section 5.3.1 of the Mercedes Class Action Settlement for more details.
If the Mercedes Defendants submit to EPA and CARB a proposed emission modification more than 30 days after the deadline under the US-CA Consent Decree	\$200*
If the Mercedes Defendants submit to EPA and CARB a proposed emission modification more than 180 days after the deadline under the US-CA Consent Decree	\$400*
*These payments cannot be combined; the additional payment would be <u>either</u> \$200 <u>or</u> \$400, depending on when the proposed emission modification is submitted. Please see Section 5.3.2 of the Mercedes Class Action Settlement for more details.	
If EPA and CARB approve a proposed emission modification that fails to meet the emission standard to which the Registered Subject Vehicles were originally certified	\$350 Please see Section 5.3.3 of the Mercedes Class Action Settlement for more details.

Situation	Additional Payments
If, as measured by the Mercedes Defendants in connection with their submission of a proposed emission modification to EPA and CARB or pursuant to industry standards, an AEM causes a reduction in calculated fuel economy using the EPA formula of more than 3 MPG; a decrease of greater than 5% in peak horsepower; or a decrease of greater than 5% in peak torque	\$325**
If an AEM causes a reduction in calculated fuel economy using the EPA formula of more than 6 MPG, or a decrease of greater than 10% in peak horsepower or peak torque	\$650**
**These payments cannot be combined; the additional payment would be <u>either</u> \$325 <u>or</u> \$650, depending on the performance impacts, even if performance is reduced in more than one category. Please see Section 5.3.8 of the Mercedes Class Action Settlement for more details.	
If an AEM changes the frequency with which consumers need to refill their DEF tank, as stated in the consumer notifications required by the US-CA Consent Decree	\$75 Please see Section 5.3.9 of the Mercedes Class Action Settlement for more details.

The Mercedes Class Action Settlement provides that Eligible Current Owners/Lessees may be able to reserve a loaner car, shuttle service, or other alternative transportation through their authorized dealership, free of charge, if the installation of the AEM will take three hours or longer to complete and if loaner cars are available. In the event a loaner car, shuttle service, or other alternative transportation is not made available by the authorized dealership when the AEM installation takes three hours or longer to complete, under the Mercedes Class Action Settlement Eligible Current Owners/Lessees may submit a claim for transportation costs incurred, **up to \$35** but must submit a receipt detailing such costs (see Question 22).

8. What payment will I receive if the AEM for my vehicle is not available by October 1, 2022?

If an AEM is not available by October 1, 2022 for a Registered Subject Vehicle that you own or lease, then starting on that date, you may file a claim by November 30, 2022 for a cash payment under the Class Action Settlements. Class Members who cannot install an AEM because it is not available and who timely file a claim may receive the Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment under the Bosch Class Action Settlement, and under the Mercedes Class Action Settlement, they may receive an additional payment as follows:

First tier: If an AEM is not made available by October 1, 2022, Class Members who own or lease an affected Registered Subject Vehicle at that time may file a claim by November 30, 2022 for the following payment:

Model Year	If no Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle	If an Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle
Model Year 2014-2016	\$2,632	\$1,974
Model Year 2012-2013	\$1,974	\$1,480.50
Model Year 2009-2011	\$987	\$740.25

Second tier: If an AEM is not available by October 1, 2022, and no vehicle in that Emission Modification Category can be re-registered in the Registered Subject Vehicle owner’s state of residence because the AEM is unavailable, then any Class Members who own an affected Registered Subject Vehicle at that time may file a claim by November 30, 2022 for the Mercedes Defendants to repurchase the vehicle. If a Valid Claim is received by the deadline, the Mercedes Defendants will offer to repurchase the vehicle for an amount equal to its value according to Manheim Market Report, which is a service that provides valuations for vehicles.

The deadline for the Mercedes Defendants to make an AEM available for the purpose of this payment may be extended under the terms of the US-CA Consent Decree. To receive updates if this deadline (and the associated Claim Submission Deadline for Eligible Current Owners/Lessees) changes, and when AEMs become available, please register at **mbbluetecsettlement.com**.

For more details about eligibility for a voluntary repurchase, please see Sections 2.2 and 5.3.4-5.3.7 of the Mercedes Class Action Settlement and **mbbluetecsettlement.com** or call 1-877-313-0170.

9. What am I giving up if I stay in the Class?

If you stay in the Class and do not exclude yourself from the Class (see Question 27 on how to exclude yourself by “opting out”), you cannot sue the Mercedes Defendants or Bosch Defendants or be part of any other lawsuit against the Mercedes Defendants or Bosch Defendants about the issues in this case.

Full copies of the Class Action Settlements are available at **mbbluetecsettlement.com** and describe the claims that you give up if you do not exclude yourself from a Class Action Settlement and the Court approves that Class Action Settlement.

You can choose to remain in or opt out of the Class. You remain a Class member under both of the Class Action Settlements unless you exclude yourself (“opt out”) from the Class.

If you remain a member of the Class and the Court approves the Mercedes Class Action Settlement, you will release the Mercedes Defendants from any claims set forth below and will give up the right to bring or continue any action against the Mercedes Defendants relating to the claims being resolved by the Mercedes Class Action Settlement. If you remain a member of the Class and the Court approves the Bosch Class Action Settlement, you will release the Bosch Defendants from any claims set forth below and will give up the right to bring or continue any action against the Bosch Defendants relating to the claims being resolved by the Bosch Class Action Settlement.

A copy of the Class Release sections from the Mercedes Class Action Settlement is copied below. **Substantially the same Class Release sections appear in the Bosch Class Action Settlement and provide correspondingly broad and comprehensive releases of Bosch Released Parties. Please review the Class Release Provisions in the Bosch Class Action Settlement Agreement, available at mbbluetecsettlement.com, which will apply to you if you do not exclude yourself from the Class and the Court approves the Class Action Settlements.** In addition, each Class Member who submits a Claim Form will be required to execute an Individual Release, which covers the same claims as the Class Release, before receiving any Class Member Payment under the Class Action Settlements. Because Class Members will release a wide range of claims, please carefully read the following Class Release, which will apply to you if you do not exclude yourself from the Class and the Court approves the Class Action Settlements:

Mercedes Class Action Settlement Release Provisions:

- **In consideration for the Class Action Settlement, Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any attorney engaged by Class Members who is not Class Counsel), representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from, in whole or in part, or in any way related to the BlueTEC Diesel Matter, including without limitation (1) any claims or allegations that are, were, or could have been asserted in the Action; (2) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, statutory damages, liens, injunctive relief, attorneys’ fees (except as provided in**

Section 11 of this Class Action Agreement), expert, consultant, or other litigation fees or costs; or (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including arbitration (“Released Claims”). The Released Claims include without limitation any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, rule, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing under the laws of the United States, a state, territory, or possession of the United States, or of any other foreign or domestic state, territory, county, city, or municipality, or any other legal or governmental body, whether existing now or arising in the future, that arise from, in whole or in part, or in any way relate to the BlueTEC Diesel Matter. Notwithstanding the foregoing, this Class Action Agreement does not release any claims for wrongful death or personal injury.

- **“BlueTEC Diesel Matter” means all claims arising from or in any way relating to: (1) the design, manufacture, assembly, testing, development, installation, performance, presence, disclosure, or nondisclosure of any auxiliary emission control device (“AECD”) (as defined in 40 C.F.R. § 86.1803-01) or defeat device (as defined in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B)) in any Subject Vehicle, as that term is defined in Section 2.70 of the Class Action Agreement; (2) the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles, including Diesel Exhaust Fluid and associated equipment, Selective Catalytic Reduction systems, electronic control units, and emission-related software programming, coding, and calibrations; (3) overpayment or diminution in value related to the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles; (4) the actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or emissions standards; (5) the marketing or advertisement of the emissions or environmental characteristics or performance of any Subject Vehicle, including as clean diesel, clean, low emissions, green, environmentally friendly, and/or compliant with state or federal environmental or emissions standards; (6) the marketing or advertisement of the fuel efficiency, fuel economy, mileage, power, drivability, or performance of any Subject Vehicle, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods, and related hardware or software; (7) any badges, signage, or BlueTEC labels on the Subject Vehicles, including any badges or**

signage placed on the Subject Vehicles at the point of sale or in an advertisement; (8) performance of the AEM in a Subject Vehicle, exclusive of the Extended Modification Warranty and any “Lemon Law” protections available to Class Members; (9) whether the Subject Vehicles meet or exceed (or met or exceeded) consumer expectations, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment, and methods and related hardware or software; or (10) the subject matter of the Action as well as events or allegations related to the Action, with respect to the Subject Vehicles. Without limiting the foregoing, “BlueTEC Diesel Matter” includes allegations that (i) are related to any Subject Vehicle, (ii) relate to conduct by a Released Party that predates the date of the Class Action Settlement, and (iii) formed or relate to the factual basis for a claim that was made or could have been made in the Complaint.

- The Released Parties include, without limitation, (1) Daimler AG, Mercedes-Benz USA, LLC, Mercedes-Benz AG, and any former, present, and future owners, shareholders (direct or indirect), members (direct or indirect), directors, officers, members of management or supervisory boards, employees, attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect), predecessors, and successors of any of the foregoing (the “Entities”); (2) any and all contractors, subcontractors, joint venture partners, consultants, auditors, dealers, and suppliers of the Entities; (3) any and all persons and entities indemnified by any Entity with respect to the Action or the BlueTEC Diesel Matter; (4) any and all other persons and entities involved in the design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public relations, promotion, or distribution of any Subject Vehicle, even if such persons are not specifically named in Section 10.2 of the Class Action Agreement; (5) Settlement Administrator; (6) lenders, creditors, financial institutions, or any other parties that financed any purchase or lease of a Subject Vehicle; (7) for each of the foregoing, their respective former, present, and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint venturers, general or limited partners, attorneys, assigns, principals, officers, directors, members of management or supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers, and suppliers; and (8) any other person or entity that is or could be alleged to be responsible or liable in any way whatsoever, whether directly or indirectly, for the BlueTEC Diesel Matter. Notwithstanding the foregoing, the Released Parties do not include the Non-Settling Defendants Robert Bosch GmbH and Robert Bosch LLC.
- For the avoidance of doubt, Class Counsel, the Settlement Class Representatives, and Class Members expressly understand and

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, related to the BlueTEC Diesel Matter, the Released Claims, and/or the Release herein. Nevertheless, it is the intention of Class Counsel, the Settlement Class Representatives, and Class Members in executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all Released Claims which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).

- **In exchange for the Benefits, Class Members release their potential claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (the "Holder Rule"), relating to the BlueTEC Diesel Matter.**
- **Settlement Class Representatives expressly understand and acknowledge, and Class Members will be deemed to understand and acknowledge, Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Each Settlement Class Representative expressly acknowledges that they have been advised by Class Counsel of the contents and effect of Section 1542 of the California Civil Code and that they have considered the possibility that the number or magnitude of all claims may not currently be known. To ensure that this Release is interpreted fully in accordance with its terms, Class Members expressly waive and relinquish any and all rights and benefits that they may have under Section 1542 of the California Civil Code to the extent that Section 1542 of the California Civil Code may be applicable to the Release. Class Members likewise expressly waive and relinquish any rights or benefits of any law of any state, territory, county, municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may be applicable to the Release.**
- **Each Class Member who submits a Claim shall be required to execute an Individual Release, in the form attached as Exhibit 5 to the Class Action Agreement, as a precondition to receiving a Class Member Payment. Consistent with the Release provided in the Class Action Agreement, the Individual Release will provide that the Class Member releases all of the Released Parties from any and all Released Claims (as described in Section 10 of the Class Action Agreement) arising out of or related to the BlueTEC Diesel Matter. The Individual Release shall remain effective even if the Court does not enter the Final Approval Order, the Final Approval Order is reversed and/or vacated on appeal, or if this Class Action Agreement is**

abrogated or otherwise voided in whole or in part. The Individual Release binds Class Members when they receive a Class Member Payment.

- **Class Members expressly agree that the Release and the Final Approval Order, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, the Release. Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, Class Members shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Class Member commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; (2) any refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Class Member arising as a result of that Class Member's breach of their obligations under this Release. Within five business days of the Post-Appeal Date, Class Counsel will dismiss the Mercedes Defendants from the Complaint in this Action with prejudice.**
- **The Benefits pursuant to the Class Action Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties. The Benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon Settlement Class Representatives and Class Members.**
- **The Release shall be effective with respect to all Releasing Parties, including all Class Members, regardless of whether those Class Members ultimately submit a Claim or receive a Class Member Payment under this Class Action Agreement.**
- **Upon the Effective Date, Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Class Members, the Mercedes Defendants' counsel, and Class Counsel from any and all claims relating to the institution or prosecution of the Action.**

10. Why do I have to sign an Individual Release before receiving a payment?

Class Members must sign an Individual Release and submit it with their Claim Form to receive a Class Member Payment. The Individual Release will release the same claims as the Class Release discussed in Question 9. However, if you execute the Individual Release and receive a Class Member Payment under a Class Action Settlement, you will release the claims discussed in Question 9 even if that Class Action Settlement is terminated or if the settlement is appealed and overturned. Because the Individual Release will remain effective in these circumstances, the Mercedes Defendants and Bosch Defendants have agreed that the Settlement Administrator can begin making Class Member Payments after the Court grants final approval to the Class Action Settlements, without waiting for the outcome of any appeal.

MODIFYING YOUR VEHICLE'S EMISSIONS SYSTEM

11. How and when will the emissions systems in Subject Vehicles be modified?

Proposals for emissions modifications for Subject Vehicles ("AEMs") will be submitted at different times for EPA's and CARB's approval under the terms of the US-CA Consent Decree. Within 15 days of EPA's and CARB's approval of an emissions modification, customers can begin scheduling appointments at authorized dealerships to install the AEM.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, **mbbluetecsettlement.com**; there, you can access a link to type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle. For more details about the AEMs and Extended Modification Warranty, please visit **bluetecupdate.mbusa.com** (if you own or lease a passenger car), **bluetecupdate.mbvans.com** (if you own or lease a Mercedes-Benz-branded Sprinter), or **bluetecupdate.freightlinersprinterusa.com** (if you own or lease a Freightliner-branded Sprinter).

12. Is there a charge to have an AEM installed?

No. AEMs are free of charge to you at an authorized dealership.

13. How do I schedule an appointment to have the AEM installed in my vehicle?

Call your preferred authorized dealership to schedule an appointment to have the AEM installed. If you are a Mercedes-Benz vehicle owner, you can check **mbusa.com/en/dealers** for authorized dealerships in your area. If you are a Freightliner Sprinter owner, you can check

freightlinersprinterusa.com/freightliner/shopping-tools/find-a-dealer for authorized dealerships in your area.

14. To receive a payment under this settlement, when do I need to have the AEM installed?

If you own or lease a Registered Subject Vehicle, to receive a payment under the Class Action Settlements, **you must complete your AEM installation and submit a Valid Claim by October 1, 2022.** You can continue to drive your vehicle without an AEM until you schedule an AEM appointment, but you will not be eligible to submit a claim for a Current Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment until the AEM is installed in your vehicle.

15. What if I altered my vehicle's emission control system?

If you altered the emission control system in your vehicle, you may still be eligible to receive the AEM and may still be a Class Member eligible for a payment under the Class Action Settlements. However, if the AEM cannot be installed on your vehicle because of alterations to the emission control system or if the alterations are likely to substantially affect the operation of your vehicle with the AEM installed, you may not be eligible for the AEM or for a payment under the Class Action Settlements unless you first reverse the alterations, at your own expense (see the US-CA Consent Decree and Section 2.53 of the Mercedes Class Action Settlement for additional details).

16. What if my vehicle is not operable?

Pursuant to the US-CA Consent Decree, your vehicle must be operable to receive the AEM. That means the vehicle must be able to be driven under its own engine power (see the US-CA Consent Decree and Section 2.53 of the Mercedes Class Action Settlement for additional details).

17. What if my vehicle is not registered?

Registration at the time the AEM was installed in your vehicle (or, if you are making a claim as an Eligible Former Owner/Lessee, when you owned/leased the vehicle) is a requirement to file a Valid Claim on that vehicle under the Class Action Settlements.

18. What are the terms of the Extended Modification Warranty?

Please refer to the terms of the Extended Modification Warranty at mbbluetecsettlement.com, mbbluetecupdate.mbusa.com (if you own or lease a passenger car), bluetecupdate.mbvans.com (if you own or lease a Mercedes-Benz-branded Sprinter), or bluetecupdate.freightlinersprinterusa.com (if you own or lease a Freightliner-branded Sprinter).

HOW TO GET PAYMENTS – SUBMITTING CLAIMS FOR REGISTERED SUBJECT VEHICLES

19. How do I claim Class Action Settlement payments?

To claim a Class Member Payment under the Class Action Settlements, you must submit a Valid Claim by the applicable deadline. Claims can be submitted online, at **mbbluetecsettlement.com**, or by mail. You can obtain and print Claim Forms for mail submissions by downloading them from **mbbluetecsettlement.com** or you may request to have a Claim Form mailed to you by calling **1-877-313-0170**.

Submit claims Online:	mbbluetecsettlement.com
Submit claims via Mail:	MB Blue Tec Settlement c/o JND Legal Administration PO Box 91310 Seattle, WA 98111

If you want to claim Class Member Payments under the Class Action Settlements, you only need to file one Claim Form in the Mercedes Class Action Settlement and that Claim Form also will automatically be treated as a claim in the Bosch Class Action Settlement.

20. When can I submit a claim?

The Claims Program begins on **March 23, 2021**. Eligible Former Owners/Lesseees may submit claims as soon as the Claims Program begins. Eligible Current Owners/Lesseees may submit claims after the Claims Program begins and after they have the AEM installed in their Registered Subject Vehicle.

Class Members may also register at **mbbluetecsettlement.com** for updates and information at any time. **Registration on the website does not constitute a claim. If you wish to claim a Class Member Payment, you must submit a Valid Claim by the applicable due date, even if you have registered on the website for updates.**

Note: If an AEM for your vehicle is not available by October 1, 2022, you may submit a complete Claim Form beginning on October 1, 2022 and by no later than November 30, 2022.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, **mbbluetecsettlement.com**; there, you can access a link to type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue

to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle.

You can visit the Settlement Website (mbbluetecsettlement.com) to sign up for e-mail updates about the Class Action Settlements. Signing up for e-mail updates on the Settlement Website is not a submission of a claim, and you should check the Settlement Website (mbbluetecsettlement.com) often, even after you sign up for e-mail updates.

21. What is the deadline to submit a claim?

The deadline for you to submit a claim depends on whether you are an Eligible Current Owner/Lessee or an Eligible Former Owner/Lessee.

The deadline for Eligible Current Owners/Lessees to have the AEM installed in their Registered Subject Vehicle and submit a Valid Claim is **October 1, 2022**. To ensure that you have adequate time to schedule and complete your AEM and complete the Claim Form, you should not wait until the October 1, 2022 deadline approaches to schedule your AEM installation and submit your Claim Form.

Note: If an AEM for your vehicle is not available by October 1, 2022, you must submit a complete Claim Form by November 30, 2022 to receive a Class Member Payment; please see Question 8 for more details. Please see Question 20 for information about how to check whether an AEM is ready for your Subject Vehicle.

The deadline for Eligible Former Owners/Lessees to submit a Valid Claim is **July 12, 2021, or by the date the Court finally approves the Mercedes Class Action Settlement (if after July 12, 2021)**. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.

Class Members who do not submit a Valid Claim by the applicable deadline will not receive a Class Member Payment.

22. What supporting documents do I need to submit a claim?

You will be required to submit supporting documentation to complete your claim, which may include:

- Proof of current or former vehicle ownership or lease;
- Dates you owned or leased the Registered Subject Vehicle;
- A copy of your driver's license or other government-issued identification;
- Proof of vehicle registration, including date of registration;
- For current owners and lessees, the repair order or invoice you receive when the AEM is performed on your Registered Subject Vehicle in order to prove that your

vehicle received the AEM (unless no AEM for your Registered Subject Vehicle was made available by October 1, 2022); and

- If submitting a claim for the transportation reimbursement discussed in Question 7, a receipt establishing the transportation costs for trips to and from the authorized dealership.

23. What happens if I do nothing?

If you are a Class Member (as explained in Question 3) and you do nothing, you will not get any payment from either of the Class Action Settlements, but you will remain in the Class and you will be bound by the Court's decisions. You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit. This means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 9.

Unless you affirmatively exclude yourself from the Class by opting out of the Class (see Question 27), if the Class Action Settlements are approved, you won't be able to sue or be part of any other lawsuit against the Mercedes Defendants and Bosch Defendants about the claims in this lawsuit ever again, regardless of whether you submit a claim or have the AEM installed in your Registered Subject Vehicle.

If you have any questions, you can contact the lawyers listed in Question 32 for free to discuss, or you can talk to another lawyer of your own choosing at your own expense.

UNDERSTANDING THE CLASS ACTION PROCESS

24. Why did I receive this Notice?

You received a Notice because you may be a Class Member. The Court authorized this Notice because Class Members have a right to know about the Class Action Settlements and to understand all of their options before the Court decides whether or not to approve the Class Action Settlements. This Notice summarizes the Class Action Settlements and explains Class Members' legal rights and options, as well as some of the relief provided by the US-CA Consent Decree. However, please read the complete text of the Class Action Settlements and US-CA Consent Decree for more details. You can find these documents at **mbbluetecsettlement.com**.

25. What is a class action?

A class action is a representative lawsuit. One or more Plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims who are not named in the lawsuit but are described in the class definition and are members of the Class. When a class action is settled, the Court resolves the issues in the lawsuit for all members of the Class, except for those who leave (opt out of) the Class. Opting out means that you will not receive a Class Member Payment under

the Class Action Settlements. The opt-out process is described in Question 27 of this Notice. Current owners and lessees of Subject Vehicles may be eligible to receive the AEM and an Extended Modification Warranty even if they opt out of the Class.

26. What am I giving up in exchange for receiving the Class Action Settlement payments?

If the Court approves the Class Action Settlements and you do not opt out, you will be eligible for the cash benefits, as described above. In exchange, you will waive your right to sue the Mercedes Defendants and the Bosch Defendants and related parties for the claims being resolved by these Class Action Settlements, as set forth in Question 9. If you submit a claim and receive a Class Member Payment, you will waive your right to sue the Mercedes Defendants and the Bosch Defendants for the claims described in Question 9, even if the Court does not approve the Class Action Settlements. The Class Action Settlements **do not** provide payments for any individuals or entities who are not Members of the Class (see Question 3) and do not affect any legal rights related to claims for personal injury or wrongful death.

The Class Action Settlements contain the complete text and details of what rights Class Members waive unless they exclude themselves from the Class, so please read them carefully. The Class Action Settlements are available on the Settlement Website, **mbbluetecsettlement.com**. If you have any questions, you may talk to the Class Counsel listed in Question 32 for free, or you may talk to another lawyer of your choosing at your own expense.

EXCLUDING YOURSELF FROM THE CLASS ACTION SETTLEMENTS

27. How do I get out of the Class Action Settlements?

If you do not want to receive any Class Member Payment provided by the Class Action Settlements, and you want to retain the right to sue the Mercedes Defendants and the Bosch Defendants about the legal issues in this case, then you must take steps to exclude yourself from the Class.

You may do this by asking to be excluded from the Class, sometimes referred to as “opting out of” the Class. To opt-out of the Class, you must send a letter or other written document to the Settlement Administrator. Your opt-out request must include:

- Your name, address, and telephone number;
- The VIN of your Registered Subject Vehicle;
- A statement that “I wish to exclude myself from the Class in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881 (D.N.J.),” or substantially similar clear and unambiguous language;

- A statement as to whether you own, lease, owned, or leased a Registered Subject Vehicle; and
- Your personal, physical signature is required (electronic signatures, including DocuSign, or PDF signatures are not permitted and will not be considered personal signatures). Requests signed solely by your lawyer are not valid.

You must mail your signed written request to:

MB Blue Tec Settlement - Exclusions
c/o JND Legal Administration
PO Box 91385
Seattle, WA 98111

Your signed written request must be sent (postmarked or e-mailed) by **May 24, 2021**, the **“Opt-Out Deadline.”**

28. If I stay in the Class, can I sue the Mercedes Defendants and the Bosch Defendants for the same thing later?

No. Unless you exclude yourself (“opt out”), you give up the right to sue the Mercedes Defendants and the Bosch Defendants for all of the claims that the Class Action Settlements resolve. Please see Question 9 and Section 10 of the Class Action Agreements for more details.

29. If I opt out of the Class, can I still get a payment from the Class Action Settlements?

No. If you exclude yourself (“opt out”) from the Class, you will not get any of the cash benefits provided by the Class Action Settlements.

Under the US-CA Consent Decree, if you own or lease a Subject Vehicle that is operable and registered or held by a dealer in the United States or its territories, you would still be able to obtain an Approved Emission Modification and Extended Modification Warranty free of charge. See Question 11 and mbbluetecupdate.mbusa.com (if you own or lease a passenger car), bluetecupdate.mbvans.com (if you own or lease a Mercedes-Benz-branded Sprinter), or bluetecupdate.freightlinersprinterusa.com (if you own or lease a Freightliner-branded Sprinter) for details regarding how to obtain the AEM and Extended Modification Warranty.

OBJECTING TO THE CLASS ACTION SETTLEMENTS

30. How do I tell the Court if I do not like one of the Class Action Settlements (or both)?

If you do not opt out of the Class, you may object to the Class Action Settlements. The Court will consider your views.

To comment on or to object to a Class Action Settlement or Class Counsel’s request for attorneys’ fees and costs, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Class Action Settlement in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881 (D.N.J.);
- A statement as to which Settlement—the Mercedes Class Action Settlement or the Bosch Class Action Settlement—you are objecting (or a statement that you are objecting to both Class Action Settlements);
- A statement that you have reviewed the Class definition and have not opted out of the Class;
- The reasons you object to that Class Action Settlement (or both) or Class Counsel’s request for attorneys’ fees and costs, along with any supporting materials;
- The VIN of your Registered Subject Vehicle and the dates you owned or leased the vehicle; and
- Your signature (physical, not electronic, form) and date.

In addition, if you wish to speak at the final approval hearing (the “Fairness Hearing”), you must submit a written notice of your intent (see Question 36 below).

You must mail your objection to the addresses below, postmarked by **May 24, 2021**:

COURT	CLASS COUNSEL
Clerk of the Court/Judge Kevin McNulty Martin Luther King Building & United States Courthouse 50 Walnut Street Newark, NJ 07101	James E. Cecchi Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068
THE MERCEDES DEFENDANTS	THE BOSCH DEFENDANTS
Daniel W. Nelson Gibson, Dunn & Crutcher LLP 1050 Connecticut Avenue NW Washington, D.C. 20036	Matthew D. Slater Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Ave., NW Washington, DC 20037

Submitting an objection is not a substitute for submitting a claim as described in Questions 19-22. Even if you make an objection, you must also submit a Valid Claim by the applicable deadline in order to get any cash payment under the Class Action Settlements.

31. What is the difference between objecting to the Class Action Settlements and opting out?

If you opt out of the Class, you cannot object to the Class Action Settlements. Opting out is telling the Court that you do not want to be part of the Class Action Settlements, and you do not want to receive any Class Member Payment from the Class Action Settlements. If you opt out of the Class Action Settlements, you have no basis to object to the Class Action Settlements by telling the Court you do not like something about them, because the Class Action Settlements no longer affect you. If you opt out, you keep your right to sue the Mercedes Defendants and the Bosch Defendants, but you give up your right to obtain a cash payment under the Class Action Settlements. If you opt out, you may still be eligible to receive the AEM and the Extended Modification Warranty pursuant to the US-CA Consent Decree.

If you object to one of the Class Action Settlements (or both), you are expressing your views about that Class Action Settlement, but you remain a Class Member (if you are otherwise eligible). If you make an objection, you must still submit a Valid Claim in order to get a Class Member Payment under the Class Action Settlements.

THE LAWYERS REPRESENTING THE CLASS

32. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent the Class as “**Class Counsel.**” You will not be charged for contacting these lawyers. Please contact them at **shelby@hbsslaw.com** or **206-623-7292**. They are:

James E. Cecchi Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 2nd Avenue, Suite 2000 Seattle, WA 98101	Christopher A. Seeger Seeger Weiss LLP 55 Challenger Road, 6th Floor Ridgefield Park, NJ 07660
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33. How will the lawyers and named Plaintiffs representing the Class be paid? And how much?

Under the Mercedes Class Action Settlement, any reasonable attorneys’ fees and costs awarded to Class Counsel by the Court will be paid separately by the Mercedes Defendants in addition to the Class Member Payments, and will not reduce benefits to Class Members. Under the Bosch Class Action Settlement, any reasonable attorneys’ fees and costs awarded to Class Counsel by the Court will be paid from, and will reduce, individual Class Member Payments by no more than 25% each.

Class Counsel will ask the Court to award up to **\$80,200,000** in attorneys’ fees and up to **\$3,200,000** in costs from the Mercedes Defendants. Class Counsel will also ask the

Court to award attorneys' fees and costs in an amount equal to up to 25% of the Valid Claims submitted in the Bosch Class Action Settlement. Class Counsel also will ask the Court to award each of the named Plaintiffs representing the Class (the "Settlement Class Representatives") a "service award" of up to **\$5,000** for their work in this litigation. That filing will be available on the Settlement Website shortly after it is filed with the Court, and will describe the methodology and rationale behind Class Counsel's requests. Class Members will have an opportunity to comment on and/or object to the requests, as explained further in Question 30. The Court must approve any requested attorneys' fees and costs and service awards before they are paid by the Mercedes Defendants (or in the case of the Bosch Class Action Settlement, before they are distributed to Class Counsel).

The Mercedes Defendants and Bosch Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from the Mercedes Defendants under the Class Action Settlement or any fee-shifting statute.

THE COURT'S FAIRNESS HEARING

34. When and where will the Court decide whether to approve the Class Action Settlements?

The Court will hold the Fairness Hearing on **July 12, 2021, at 10:30 a.m. Eastern Time** at the United States District Court for the District of New Jersey, located at the Martin Luther King Building & United States Courthouse, 50 Walnut Street, Newark, NJ 07102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website **mbbluetecsettlement.com** or call **1-877-313-0170** for further updates. In addition, given the continued risk occasioned by Covid-19, the Court may determine to conduct the hearing via video-conference. Again, please check the Settlement Website and docket for further updates.

At this hearing, the Court will hear evidence about whether the Class Action Settlements and Class Counsel's request for attorneys' fees and costs are fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Class Action Settlements and Class Counsel's request for attorneys' fees and costs. We do not know how long it will take for the Court to reach its decisions.

35. Do I have to attend the hearing?

No. Class Counsel and lawyers representing the Mercedes Defendants and Bosch Defendants will answer questions the Court may have. You are welcome to attend at your

own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may have your own lawyer attend the hearing at your expense, but it is not necessary.

36. May I speak at the hearing?

If you or your attorney attend the Fairness Hearing, you may ask the Court for permission to speak. To do so, you must first send a letter stating that it is your “Notice of Intention to Appear in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881 (D.N.J.)” Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be postmarked by **May 24, 2021** and sent to the addresses listed in Question 30. The Court will determine whether to grant you permission to speak.

GETTING MORE INFORMATION

37. How do I get more information?

This Notice summarizes the Class Action Settlements. More details are in the Class Action Settlements and the US-CA Consent Decree. You can get copies of all of these documents on the Settlement Website (mbbluetecsettlement.com). You also may call **1-877-313-0170** for additional information or send questions via e-mail to info@mbbluetecsettlement.com or via regular mail to:

MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111

You can access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR DAIMLER AG,
MERCEDES-BENZ USA, LLC, ROBERT BOSCH GMBH, OR ROBERT BOSCH LLC
REGARDING THIS NOTICE.**