

# If you are a current or former owner or lessee of a Mercedes-Benz vehicle covered by this lawsuit, you could get benefits from a class action settlement.

*A federal court authorized this notice. It is not a solicitation from a lawyer.*

- The Settlement provides cash reimbursement for the cost of past repairs, and coverage for future repairs, to current and former owners and lessees of the following Mercedes-Benz vehicles:
  - C-Class (model years 2008-2019)
  - GLK-Class (model years 2010-2015)
  - CLS-Class (model years 2012-2017)
  - E-Class (model years 2010-2019)
  - GLA-Class (model years 2015-2019)
  - GL-Class (model years 2013-2016)
  - GLE-Class (model years 2016-2019)
  - GLS-Class (model years 2017-2019)
  - M-Class (model years 2012-2015)
  - GLC-Class (model years 2016-2019)
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b> |   |
|--|---|
| <b>MAKE A CLAIM FOR CASH REIMBURSEMENT</b>             | Submitting a claim is the only way to get reimbursed for past repairs. For repairs that occurred before May 11, 2020, your claim must be submitted online or postmarked by July 25, 2020. For repairs that occur between May 11, 2020 and December 7, 2020, your claim must be submitted online or postmarked within 75 days of the repair. See pg 4. |
| <b>OBTAIN COVERAGE FOR FUTURE REPAIRS</b>              | You do not need to do anything right now to ensure coverage under the extended warranty. If a problem with your HVAC system arises, simply take your Mercedes vehicle to an authorized dealer.  |
| <b>EXCLUDE YOURSELF (OPT OUT)</b>                      | You will not be eligible for any reimbursements or covered future repairs. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. Requests for exclusion must be postmarked by July 25, 2020. See pg 6.   |
| <b>OBJECT</b>  | Ask the Court not to approve the Settlement. The deadline to file an objection is July 25, 2020. See pg 7.  |
| <b>GO TO A HEARING</b>                                 | Ask to speak in Court about why you do or do not support the proposed Settlement or any of its provisions. The Fairness Hearing will be held on September 9, 2020.  |
| <b>DO NOTHING</b>                                      | If you do nothing, you will get no payment for reimbursement of past repairs, but you will still be eligible for coverage of future repairs. You will give up your rights to sue Defendants about the legal claims in this case.  |

**QUESTIONS? Call 1-844-924-0851 or e-mail [info@MercedesHVACSettlement.com](mailto:info@MercedesHVACSettlement.com).  
Para una notificación en español, visite [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com)**

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## **BASIC INFORMATION**

### **1. Why did I receive a notice?**

You have been identified as a potential Class Member who may have owned or leased a Mercedes-Benz vehicle that is covered by this Settlement. If you are a Class Member, you have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. This notice has been approved by the Court and summarizes the proposed Settlement and your rights and options. Go to [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com) and review the Settlement Agreement for the precise terms and conditions.

### **2. What is this lawsuit about?**

The Plaintiffs allege that the HVAC systems in certain Mercedes-Benz vehicles are defectively designed such that they accumulate mold or mildew and emit related odors. Defendants Daimler AG and Mercedes-Benz USA, LLC deny the allegations in the lawsuit and deny they acted improperly or did anything wrong. Judge Amy Totenberg of the United States District Court for the Northern District of Georgia is overseeing this class action. The lawsuit is known as *Amin, et al. v. Mercedes-Benz USA, LLC and Daimler AG*, Case No. 17-cv-01701 AT.

### **3. What is a class action?**

In a class action lawsuit, one or more people sue on behalf of other people alleged to have similar claims. The people who sued are called the Plaintiffs. The people together are a Class or Class Members. The companies they sued are called the Defendants. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

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

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement they believe is adequate, after considering the risks and costs of continued litigation. The Plaintiffs and Class Counsel believe the proposed Settlement confers substantial benefits on the Class and represents a fair, reasonable, and adequate resolution of the lawsuit.

Defendants deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability, or damage to the Plaintiffs and the Class; and deny that the HVAC systems in the covered vehicles are defective; and deny that they acted improperly or wrongfully in any way. Defendants nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

### **5. How do I know if I am part of the Settlement?**

Only Class Members are part of the Settlement. You are a Class Member if you fit the following description and do not opt out of the Settlement: *If you are a current or former owner or lessee of any of the vehicles listed below in the United States, you can make a claim for cash compensation. All owners and lessees and future owners and lessees of any of the vehicles listed below in the United States are entitled to coverage under warranty; you do not need to do anything now for that coverage.*

- C-Class (model years 2008-2019);
- GLK-Class (model years 2010-2015);
- CLS-Class (model years 2012-2017);
- E-Class (model years 2010-2019);
- GLA-Class (model years 2015-2019);
- GL-Class (model years 2013-2016);
- GLE-Class (model years 2016-2019);
- GLS-Class (model years 2017-2019);
- M-Class (model years 2012-2015); or
- GLC-Class (model years 2016-2019).

Excluded from the Class are: (a) Persons who have settled with, released, or otherwise had claims adjudicated on the merits against Defendants arising from the same core allegations or circumstances as the Litigation Claims,

Questions? Call toll-free 1-844-924-0851 or visit [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com).

except that such persons shall remain eligible to receive future repairs and reimbursement for past repairs (both subject to applicable limitations and proof requirements) occurring after the date of such settlement, release, or adjudication on the merits; (b) employees of Defendants; and (c) the judges in this and related cases, and members of their respective families.

**6. I am still not sure if I am included.**

If you are still unsure whether you are included, you can call or email the Settlement Administrator at [info@MercedesHVACSettlement.com](mailto:info@MercedesHVACSettlement.com) or 1-844-924-0851. Do not call the Court.

**THE SETTLEMENT BENEFITS—HOW TO MAKE A CLAIM**

**7. What does the Settlement provide?**

The Settlement provides two benefits to Class Members: (1) cash reimbursement for costs paid for certain past repairs of the HVAC system, and (2) coverage for those repairs in the future.

The percentage of reimbursement or coverage is on a sliding scale based on the age of the vehicle, as follows:

| <b>Vehicle Age Time Period</b>  | <b>Reimbursement/<br/>Coverage Amount</b> |
|---|---|
| Warranty Coverage Period (the earlier of 4 years from in-service date or 50,000 miles, under standard warranty) | 100%                                      |
| From end of Warranty Coverage Period to the earlier of 8 years from in-service date or 100,000 miles            | 70%                                       |
| From end of prior Period to the earlier of 10 years from in-service date or 125,000 miles                       | 50%                                       |

**8. What past repairs qualify under the Settlement?**

A past repair is a repair that occurs before December 7, 2020 relates to a customer complaint of moldy, mildew-y, or similar odor emanating from the vehicle’s HVAC system, including cleaning the evaporator (flushing, Wynn, Contra-Sept, and any other cleaning methods or services) and replacing the filter. Evaporator replacement is included as a past repair only if the replacement was done at an Authorized Service Center.

**To request reimbursement for past repairs, you must submit a Claim Form.** See question 10 for more information on how to make a claim for past repairs.

**9. What future repairs qualify under the Settlement?**

A future repair is any repair to clean the vehicle’s evaporator and/or replace the filter that is performed at an Authorized Service Center on or after December 7, 2020. You do not need to bring your vehicle in for a future repair until and unless you experience moldy, mildew-y odors emanating from the HVAC System. Only current owners and lessees are eligible for future repairs. For more details on how to receive a future repair, see question 13.

**10. How do I file a claim to get reimbursed for past repairs?**

Any Class Member who wishes to make a reimbursement claim for a past repair must submit a completed and signed Claim Form, along with certain items of proof. Claims forms can be downloaded or submitted online at [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com), or you can obtain one by calling toll-free 1-844-924-0851.

Along with your claims form, you must submit the following proof:

- (a) Documentation showing that the vehicle received a past repair, the reason for the repair, and the cost of the repair. Examples include, but are not limited to, an invoice, statement or description of work to be completed, or estimate for the repair from the service center that completed the repair. A repair shall not qualify for reimbursement if the invoice or other documentation either omits the reason for the repair or describes an odor source other than moldy or mildew odors originating from the HVAC system;
- (b) Reasonable documentation that you paid for the repair, such as a credit card statement, an invoice showing a zero balance, a receipt showing payment, or other such proof; and
- (c) Proof that you owned or leased the vehicle at the time of the repair, such as a copy of the vehicle title, vehicle registration, vehicle lease agreement, insurance documentation, or financing documentation.

The amount of reimbursement you may receive for past repairs varies depending on the time period during which the past repair occurred, as outlined in question 7, and you cannot be reimbursed for an expense if you were already reimbursed for it by Mercedes or Daimler.

If the repair was performed by an Independent Service Provider, the following conditions and requirements also apply:

- (a) You must provide proof that within a six-month period prior to the first past repair performed by the Independent Service Provider, the vehicle was diagnosed by an Authorized Service Center as having moldy or mildew-y odors originating from the HVAC system.
- (b) The maximum reimbursement for a single past repair performed by an Independent Service Provider shall not exceed \$300. If there were multiple past repairs performed by an Independent Service Provider, the total reimbursement shall not exceed \$900.
- (c) No reimbursement will be paid for replacement of the evaporator if it was replaced by an Independent Service Provider.

**You must submit a Claim Form to qualify for reimbursement for past repairs.**

For repairs that occurred before May 11, 2020, you must submit your Claim Form (online or postmarked) by **July 25, 2020**. For repairs that occur between May 11, 2020 and December 7, 2020, you must submit a Claim Form **within 75 days** of the date of the repair.

You may submit a claim online at [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com), or, if you are unable to complete the claim online, you may download a Claim Form from the website or contact the Settlement Administrator at 1-844-924-0851 or [info@MercedesHVACSettlement.com](mailto:info@MercedesHVACSettlement.com) to request that a Claim Form be mailed to you. You may be asked for additional information. Follow all instructions on the Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Claim Form.

**11. When would I get my reimbursement payment for past repairs?**

Reimbursements for past repairs will be paid if the Court approves the Settlement and that approval becomes final (the Effective Date). The Effective Date is 61 days after the date of the Court's final approval of the Settlement, or, if there are appeals of the Settlement approval, the date on which any appeals of the approval of the Settlement have been resolved in favor of the Settlement. Under the Settlement, the deadline for the Settlement Administrator to determine the validity of a reimbursement claim is 90 days after the Effective Date. You will have 30 days to dispute a denial of your claim (measured from the postmark date of the denial notice). The deadline for valid reimbursement claims to be paid is 30 days after the final decision approving the claim.

**12. What if my past repair claim is denied and I wish to dispute the denial?**

If the Settlement Administrator denies your claim for a past repair reimbursement, you will be notified by first-class mail of the denial. You will then have 30 days to dispute the denial (measured from the postmark date of the denial notice). To do so, you must send to the Settlement Administrator a statement (maximum two pages long) explaining why

your claim should not have been denied. Class Counsel and Defendants will see your statement and will have 30 days to submit their own statements about your dispute. An independent third party will determine the validity of your claim, and their decision will be final and binding on you, Class Counsel, and the Defendants.

### **13. How do I get coverage for future repairs?**

You do not need to take any action now to qualify for coverage for future repairs.

If and when a moldy, mildew-y HVAC odor arises, you simply bring your vehicle to an Authorized Service Center to receive a future repair. All covered vehicles are eligible for unlimited future repairs until 10 years after their in-service date or 125,000 miles, whichever comes first.

To determine coverage, a technician will perform an odor diagnostic test and verify that the source of the odor in the vehicle is mold or mildew odors originating from the HVAC system. To qualify for coverage, you must present the following items of proof to the Authorized Service Center at the time that coverage is requested:

- (a) Proof that the vehicle's currently installed filter is a Mercedes-Benz brand or other approved filter. Such proof includes, but is not limited to, an Authorized Service Center employee examining the filter and determining whether it is an approved filter, a service center invoice indicating installation of an approved filter in the vehicle, or a receipt of purchase of an approved filter that was self-installed.
- (b) Proof that the vehicle timely received proper service in reasonable compliance with the vehicle's maintenance schedule for the two service intervals immediately prior to the requested repair. Such proof includes, but is not limited to, documentation from an Authorized Service Center or Independent Service Provider indicating the vehicle's maintenance history, information found in the Authorized Service Center's own service records for the vehicle, or receipts of parts and materials used for maintenance that you performed on the vehicle.

### **14. When can I get a future repair?**

Vehicles will be eligible for future repairs beginning on December 7, 2020. If you need HVAC System repairs prior to December 7, 2020, please bring your vehicle to an Authorized Service Center for repair, retain your payment receipts, and make a claim for reimbursement as a past repair.

### **15. What if I am denied a future repair and I wish to dispute the denial?**

If you brought your covered vehicle to an Authorized Service Center to request coverage for a future repair and were, in your opinion, wrongfully denied coverage by the Authorized Service Center, you can contact Class Counsel at [ClassCounsel@MercedesHVACSettlement.com](mailto:ClassCounsel@MercedesHVACSettlement.com) for further assistance concerning your dispute.

### **16. What am I giving up in exchange for the Settlement Benefits?**

If the Settlement is approved by the Court and you have not excluded yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a Release of claims which describes exactly the legal claims that you give up if you get Settlement Benefits. The Release is defined and detailed in the Settlement Agreement, which is available at [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, or to be eligible for future repairs, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, sometimes referred to as opting out of the Settlement Class.

### **17. How do I opt out of the Settlement?**

Any Class Member who wants to be excluded from the Class must submit a written request for exclusion to the Settlement Administrator at the address provided below. Your request must be postmarked on or before July 25, 2020 and must include: (1) the Class Member's full name, current address, and telephone number; (2) the Vehicle Identification Number and dates of ownership or lease for the vehicle; (3) a dated, handwritten signature; and (4) a written statement that the Class Member has reviewed the Class Notice and wishes to be excluded from the Settlement.

Mercedes HVAC Settlement  
c/o JND Legal Administration  
PO Box 91329  
Seattle, WA 98111

### **18. If I do not opt out, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue Defendants for the claims that this settlement resolves. If you have a pending lawsuit against the Defendants for the issues in this case, you must exclude yourself from this class to continue your own lawsuit.

### **19. If I opt out, can I get money or future repairs from the Settlement?**

No. If you exclude yourself, you cannot receive any payments or covered future repairs, but you retain the right to bring, maintain, or be part of a different lawsuit against Defendants.

## **THE LAWYERS REPRESENTING YOU**

### **20. Do I have a lawyer in the case?**

The Court has appointed Annika K. Martin and Jonathan D. Selbin of Lieff Cabraser Heimann & Bernstein, LLP, and Ketan A. Patel of Corpus Law Patel, LLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. **You will not be charged for these lawyers.** If you want to be represented by your own lawyer, you may hire one at your own expense.

### **21. How will the lawyers be paid?**

The Court has to approve any payment to Class Counsel. Class Counsel will ask the Court for attorneys' fees up to \$5,200,000, up to \$200,000 for expenses, and an amount not to exceed \$40,000 total for Class Representative Service Awards. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid by Defendants. Defendants have agreed not to oppose these fees and expenses. The costs to administer the Settlement will also be paid by Defendants. Class Counsel's Motion for Attorneys' Fees and Costs is available at [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com).

## **OBJECTING TO THE SETTLEMENT**

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

### **22. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. However, you can only ask the Court to deny approval of the Settlement – you cannot ask the Court to just change some part of it. If the Court denies approval, then there is no settlement, there will be no settlement payments to anyone, there will be no coverage for future repairs, and the parties will return to litigation. If that is what you want to happen, you must object.

All objections must be in writing and must be filed with the Court, with copies sent to Class Counsel and Defense Counsel at the addresses provided below. Your objection must be filed on or before July 25, 2020, or it will not be considered. Any objection to the proposed Settlement must include the following:

- The Class Member’s full name, current address, and telephone number;
- The Vehicle Identification Number and the dates of ownership or lease of the vehicle;
- A statement that the objector has reviewed the Settlement Class definition and understands that s/he is a Class Member and has not opted out of the Settlement Class;
- A complete statement of all legal and factual bases for any objection that the objector wishes to assert;
- A statement of whether the Settlement Class Member intends to appear at the final approval hearing;
- Copies of any documents or witnesses that support the objection; and
- A dated, handwritten signature.

| Clerk of the Court  | Class Counsel  | Defense Counsel  |
|---|--|--|
| Clerk of the Court<br>United States Courthouse<br>75 Ted Turner Drive, NW<br>Suite 2211<br>Atlanta, Georgia 30303 | Annika K. Martin<br>Lieff Cabraser Heimann<br>& Bernstein, LLP<br>250 Hudson Street, 8th Floor<br>New York, New York 10013 | Troy M. Yoshino<br>Eric J. Knapp<br>Scott J. Carr<br>Squire Patton Boggs (US) LLP<br>275 Battery St. Suite 2600<br>San Francisco, California 94111 |

If you file a timely, written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Any Class Member who does not file a timely written objection to the Settlement or who otherwise fails to comply with these requirements shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

**23. What is the difference between objecting and opting out?**

Objecting is simply telling the Court that you want her to reject the Settlement because you do not like something about the Settlement. You can object only if you stay in the Class.

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.

**THE COURT’S SETTLEMENT HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

**24. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 10:30 a.m. on September 9, 2020, at the United States District Court for the Northern District of Georgia, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Totenberg will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.



**25. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Totenberg 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. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you do nothing, you will get no money from the Settlement, but you will still be eligible for future repairs. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case ever again.

**GETTING MORE INFORMATION**

**27. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. Go to [www.MercedesHVACSettlement.com](http://www.MercedesHVACSettlement.com) to review more information about the Settlement, including the Settlement Agreement and other important case documents, or email your questions to [info@MercedesHVACSettlement.com](mailto:info@MercedesHVACSettlement.com).

You may also contact one of the following attorneys appointed by the Court to serve as Class Counsel:

Annika K. Martin  
**LIEFF CABRASER HEIMANN  
& BERNSTEIN, LLP**  
250 Hudson Street, 8th Floor  
New York, New York 10013  
Phone: (212) 355-9500

Ketan A. Patel  
**CORPUS LAW PATEL, LLC**  
PO Box 724713  
Atlanta, Georgia 31139  
Phone: (678) 597-8020

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**