

**If you have purchased or leased in the United States
a Model Year 2010 to 2016 212 E-Class Mercedes-Benz vehicle
originally equipped with Burl Walnut interior trim, you could get
benefits from a class action settlement.**

**IMPORTANT! Deadlines to preserve your claim may be expiring!
You may need to take action now.**

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

- The Settlement will provide current owners, former owners, current lessees, and former lessees of model year 2010 to 2016 212 E-Class Mercedes-Benz vehicles purchased or leased in the United States and originally equipped with Burl Walnut or Burred Walnut interior trim (collectively, “Burl Walnut Trim”) with reimbursement for Qualified Past Repairs and coverage for Qualified Future Repairs addressing fading, discoloration, or development of a cloudy appearance not caused by external influences such as chemical exposure or harsh or abrasive cleaners and not otherwise falling into an exclusion from coverage unrelated to ultraviolet radiation exposure set forth in the New Vehicle Limited Warranty.¹
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT | |
|---|--|
| SUBMIT A CLAIM FOR REIMBURSEMENT OF PAST REPAIRS | Submitting a claim is the only way to get reimbursed for Qualified Past Repairs. For repairs that occurred before July 20, 2022, your claim must be submitted either by mail and postmarked by September 19, 2022 or by electronic Claim Form online at www.burlwalnutwoodtrimsettlement.com by September 19, 2022. For repairs that occur between July 20, 2022 and the Effective Date of this Settlement, your claim must be either submitted by mail and postmarked or electronically filed at www.burlwalnutwoodtrimsettlement.com within 60 days of the repair. <i>See page 5.</i> |
| OBTAIN COVERAGE FOR FUTURE REPAIRS | <p>If your vehicle needs a Qualified Future Repair after the Effective Date of the Settlement and is fewer than 15 years from the original in-service date at the time such repair is needed, simply take your vehicle to an authorized dealer. If your vehicle qualifies for a repair, the amount of coverage will be based on its age at the time of the repair unless you submitted a claim form as described below. You do not need to do anything right now to ensure this coverage under the extended warranty. <i>See page 6.</i></p> <p><u>If your vehicle has experienced unrepaired fading, discoloration, or cloudiness of the Burl Walnut Trim, you should file a claim now if you wish to preserve the percentage of coverage applicable to a Qualified Future Repair.</u> Your claim must be either submitted by mail and postmarked or electronically filed at www.burlwalnutwoodtrimsettlement.com by September 19, 2022. <i>See page 6.</i></p> |
| EXCLUDE YOURSELF (OPT OUT) | Choosing this option is the only way to ever be a part of any other lawsuit against Defendants about the legal claims in this case. However, it means you will not receive any repair or payment as part of this Settlement. Requests for exclusion must be postmarked by September 19, 2022. |
| OBJECT | Write to the Court about why you do not support the Settlement. The deadline to file an objection is September 19, 2022. |
| GO TO A HEARING | 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 November 7, 2022. |
| DO NOTHING | If you do nothing, you will not be entitled to receive a payment for reimbursement of Qualified Past Repairs, but you may still qualify for coverage of Qualified Future Repairs. You will give up rights to sue Defendants about the legal claims in this case. |

QUESTIONS? Read on or visit www.burlwalnutwoodtrimsettlement.com.

Para una notificación en español, visite www.burlwalnutwoodtrimsettlement.com.

¹ All capitalized terms shall have the same meaning ascribed to them in the Class Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”).

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

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Questions? Visit www.burlwalnutwoodtrimsettlement.com.

BASIC INFORMATION

1. Why did I receive a notice?

You have been identified as a potential Class Member who may own or lease, or may have owned or leased, a Subject Vehicle that is covered by this Settlement. 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. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.burlwalnutwoodtrimsettlement.com. The lawsuit is known as *Callen et al. v. Mercedes-Benz USA, LLC et al.*, United States District Court for the Northern District of Georgia, Case No. 1:19-cv-01411-TWT.

2. What is this lawsuit about?

The Plaintiffs allege that the “Burl Walnut Trim” available as an original, interior trim option for model year 2010 to 2016 212 E-Class Mercedes-Benz vehicles is defective in that it substantially fades, grows discolored, and becomes cloudy over time. Defendants Daimler AG and Mercedes-Benz USA, LLC deny the allegations in the lawsuit and deny they acted improperly or did anything wrong.

3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives sue on behalf of other people alleged to have similar claims. If the Court certifies a class, the people together are a Class or Class Members. The people who sued—and all the Class Members like them—are called the Plaintiffs. 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 fair, reasonable, and 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 have determined that the Settlement is in the best interest of 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 named Plaintiffs and the Class; deny that the Burl Walnut Trim in the Subject Vehicles is defective; and deny that they acted improperly or wrongfully in any way. Defendants nevertheless value their relationship with their customers and 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.

WHO IS IN THE SETTLEMENT

To see if you will get benefits from the Settlement, you first must determine if you are a Class Member.

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

If the Court approves the Settlement, everyone who fits the following description and has not opted out of the Settlement will be a Class Member: *All current owners, former owners, current lessees, and former lessees of any model year 2010 to 2016 212 E-Class Mercedes-Benz vehicle purchased or leased in the United States and originally equipped with the Burl Walnut or Burred Walnut interior trim option (collectively, “Burl Walnut Trim”).*

Excluded from the Class are: (a) persons who have settled with, released, or otherwise had claims adjudicated on the merits against Defendants that are substantially similar to the Litigation Claims related to the Symptoms Alleged (i.e., alleging that the Burl Walnut Trim in 212 E-Class Mercedes-Benz vehicles substantially fades, grows discolored, and becomes cloudy over time); (b) Defendants and their officers, directors and employees, as well as their corporate affiliates and the corporate affiliates’ officers, directors and employees; (c) counsel to any of the parties; and (d) the Honorable Thomas W. Thrash, Jr., Hunter R. Hughes, and members of their respective immediate families.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

6. Which vehicles are included?

A Subject Vehicle is defined as any model year 2010 to 2016 212 E-Class Mercedes-Benz originally equipped with Burl Walnut Trim and purchased or leased in the United States.

7. I am still not sure if I'm included.

If you are still unsure whether you are included, you can email the Settlement Administrator at info@burlwalnutwoodtrimsettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

The Settlement provides two benefits to Class Members: reimbursement for Qualified Past Repairs and coverage for Qualified Future Repairs to address fading, discoloration, or development of a cloudy appearance of the Subject Vehicle's Burl Walnut Trim. To find out how much of the cost for repairs will be reimbursed or covered, the following time periods apply.

Period One is the time during which the Subject Vehicle has or had fewer than four years (48 months) from the Subject Vehicle's original in-service date. Qualifying Past Repairs that occurred during Period One will be reimbursed at 100% of the out-of-pocket cost paid. The cost of Qualifying Future Repairs during Period One will be covered for 100% of the cost of the repair defined in the Settlement Agreement.

Period Two is the time from the end of Period One until the Subject Vehicle has or had fewer than eight years (96 months) from the Subject Vehicle's original in-service date. Qualifying Past Repairs that occurred during Period Two will be reimbursed at 75% of the out-of-pocket cost paid. The cost of Qualifying Future Repairs during Period Two will be covered for 75% of the cost of the repair defined in the Settlement Agreement, unless a claim form is submitted preserving the coverage amount at an earlier coverage Period. *See* question 10.

Period Three is the time from the end of Period Two until the Subject Vehicle has or had fewer than ten years (120 months) from the Subject Vehicle's original in-service date. Qualifying Past Repairs that occurred during Period Three will be reimbursed at 55% of the out-of-pocket cost paid. The cost of Qualifying Future Repairs during Period Three will be covered for 55% of the cost of the repair defined in the Settlement Agreement, unless a claim form is submitted preserving the coverage amount at an earlier coverage Period. *See* question 10.

Period Four is the time from the end of Period Three until the Subject Vehicle has or had fewer than thirteen years (156 months) from the Subject Vehicle's original in-service date. Qualifying Past Repairs that occurred during Period Four will be reimbursed at 50% of the out-of-pocket cost paid. The cost of Qualifying Future Repairs during Period Four will be covered for 50% of the cost of the repair defined in the Settlement Agreement, unless a claim form is submitted preserving the coverage amount at an earlier coverage Period. *See* question 10.

Period Five is the time from the end of Period Four until the Subject Vehicle has or had fewer than fifteen years (180 months) from the Subject Vehicle's original in-service date. Qualifying Past Repairs that occurred during Period Five will be reimbursed at 30% of the out-of-pocket cost paid. The cost of Qualifying Future Repairs during Period Five will be covered for 30% of the cost of the repair defined in the Settlement Agreement, unless a claim form is submitted preserving the coverage amount at an earlier coverage Period. *See* question 10.

The cost for repairs occurring after the end of Period Five will not be reimbursed.

Qualified Past Repairs: A Qualified Past Repair means a repair or replacement of the Burl Walnut Trim of a Subject Vehicle because of fading, discoloration, or development of a cloudy appearance that occurred before the Effective Date not caused by external influences such as chemical exposure, harsh or abrasive cleaners, accidents, or alterations, and not otherwise falling into an exclusion from coverage that is unrelated to ultraviolet radiation exposure as set forth in the New Vehicle Limited Warranty.

To qualify for reimbursement of Qualified Past Repairs, you must submit a Claim Form. For information on how to make a claim for Qualified Past Repairs, including the limitations and proof requirements that apply, *see* question 9.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

Qualified Future Repairs: A Qualified Future Repair means the replacement of the Burl Walnut Trim set in a Subject Vehicle, at an Authorized Service Center on or after the Effective Date, upon confirmation that one or more Burl Walnut Trim pieces are experiencing fading, discoloration, or development of a cloudy appearance and that such conditions are not caused by external influences such as chemical exposure, harsh or abrasive cleaners, accidents, or alterations; that exclusions from coverage set forth in the New Vehicle Limited Warranty and that are unrelated to ultraviolet radiation exposure do not otherwise apply; and that the New Vehicle Limited Warranty has not been voided.

If your Subject Vehicle needs a Qualified Future Repair after the Effective Date of the Settlement and is fewer than 15 years from the original in-service date at the time such repair is needed, you can bring your vehicle to an Authorized Service Center to request a repair. You do not need to submit a claim form. If your vehicle qualifies for a Qualified Future Repair, the amount of coverage will be based on the age of the vehicle at the time of repair.

If your Subject Vehicle has already experienced fading or discoloration of the Burl Walnut Trim and is otherwise entitled to a Qualified Future Repair but has not been repaired, you should submit a Qualified Future Repair Claim Form if you wish to preserve the coverage period that will apply after the Effective Date of the Settlement when a Qualified Future Repair may be performed. Submission of such a claim will preserve the coverage period that applies when a Qualified Future Repair is performed. *See* question 10.

For further details regarding Qualified Future Repairs and how you can receive coverage for them, including the limitations and proof requirements that apply, *see* question 10.

If your Subject Vehicle is otherwise entitled to a Qualified Past Repair and you wish to have it repaired *before* the Effective Date of the Settlement, please take your vehicle to be repaired, retain your payment receipts for any qualifying repair performed, and make a claim for reimbursement using the Qualified Past Repair Claim Form within 60 days of the repair.

9. How do I get reimbursed for Qualified Past Repairs?

Any Class Member who wishes to make a reimbursement claim for a Qualified Past Repair must submit a completed and handwritten or electronically signed Claim Form (available at www.burlwalnutwoodtrimsettlement.com), along with the following items of proof:

- (a) Itemized repair order or invoice or other documentation showing that the Subject Vehicle received a qualified repair or replacement (e.g., the repair invoice must show that the Burl Walnut Trim was repaired or replaced) and the cost of the qualified repair or replacement. A repair or replacement shall not qualify for reimbursement if the reason for the repair or replacement described in any related repair order is for conditions other than fading or discoloration (e.g., automobile accidents, scratches, cracks, or loose parts) or is due to external influences such as chemical exposure, harsh abrasive cleaners, or other external influence unrelated to the alleged Burl Walnut Trim defect, or if other exclusions from coverage as set forth in the New Vehicle Limited Warranty that are unrelated to ultraviolet radiation exposure apply;
- (b) Proof of your payment for the repair, which could include a credit card statement, an invoice showing a zero balance, a receipt showing payment, or other such proof; and
- (c) Proof of your ownership or leasing of the Subject Vehicle at the time of the repair.

The amount of reimbursement you may receive for Qualified Past Repairs varies depending on the time period during which the Qualified Past Repair occurred, as outlined in question 8, and you cannot make a claim for reimbursement of an expense for which you have already been reimbursed.

You must submit a Claim Form to qualify for reimbursement for Qualified Past Repairs.

For a Qualified Past Repair that occurred prior to July 20, 2022, a Claim Form must be submitted to the Settlement Administrator postmarked by September 19, 2022 or submitted online at www.burlwalnutwoodtrimsettlement.com by completing the electronic Claim Form by September 19, 2022. For repairs that occur after July 20, 2022 but before the Effective Date of this Settlement, you must submit a Claim Form postmarked or online at www.burlwalnutwoodtrimsettlement.com within 60 days of the date of the repair.

You may download a Claim Form from the website or contact the Settlement Administrator at info@burlwalnutwoodtrimsettlement.com to request that a Claim Form be mailed to you. You may also access the online Claim Form at www.burlwalnutwoodtrimsettlement.com. 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.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

10. How do I get coverage for Qualified Future Repairs?

Any Class Member who wishes to have a Qualified Future Repair covered by the Settlement must bring their Subject Vehicle to an Authorized Service Center to request a repair. To determine coverage, a technician will confirm that the vehicle meets the age requirements; that one or more Burl Walnut Trim pieces are experiencing fading, discoloration, or development of a cloudy appearance and that such conditions are not caused by external influences such as chemical exposure, or harsh or abrasive cleaners, accidents, or alterations; that exclusions from coverage set forth in the New Vehicle Limited Warranty and that are unrelated to ultraviolet radiation exposure do not otherwise apply; and that the New Vehicle Limited Warranty has not been voided. You do not need to submit a claim form. If your Subject Vehicle qualifies for a Qualified Future Repair, the amount of coverage will be based on the age of the vehicle at the time of repair unless you submitted a claim form as described below.

If your Subject Vehicle has already experienced fading or discoloration of the Burl Walnut Trim and has not been repaired, you should submit a Qualified Future Repair Claim Form if you want to preserve the coverage period that will apply after the Effective Date of the Settlement when a Qualified Future Repair may be performed. That Qualified Future Repair Claim Form must include evidence that your Subject Vehicle is experiencing fading, discoloration, or development of a cloudy appearance of the Burl Walnut Trim and has not been repaired. Submission of such a claim will preserve the coverage period that applies when a Qualified Future Repair is performed. The Claim Form must be accompanied by: (i) documentary evidence showing that you presented the Subject Vehicle to an authorized Mercedes-Benz dealer for a qualifying replacement or repair or provided written notice to MBUSA under the New Vehicle Limited Warranty and you were denied warranty or goodwill coverage for such repair at the time; or (ii) a dated photograph showing that the Burl Walnut Trim in the Subject Vehicle is experiencing fading, discoloration, or development of a cloudy appearance. The Claim Form and required documentation must be submitted to the Settlement Administrator by mail postmarked by September 19, 2022 or online at www.burlwalnutwoodtrimsettlement.com by September 19, 2022.

If the claim is approved, the Class Member shall arrange for a Qualified Future Repair to be performed after the Effective Date within 90 days of notice of said approval. The percentage of coverage provided by Defendants shall be determined by the earlier of the following dates using the coverage periods set forth in Question 8: (1) the date you were originally denied warranty or goodwill coverage for the repair of fading or discoloration of the Burl Walnut Trim in the Subject Vehicle by an Authorized Service Center or after providing written notice to MBUSA under the New Vehicle Limited Warranty; or (2) the date you submitted to the Settlement Administrator a dated photograph of fading or discoloration of the Burl Walnut Trim in the Subject Vehicle.

11. When would I get my payment or be able to have my vehicle repaired?

Qualified Past Repairs. Reimbursements for Qualified Past Repairs will be paid only if the Court approves the Settlement and that approval becomes final (the Effective Date). The Effective Date is 75 days after the date of the Court's final approval of the Settlement, unless there is an appeal or a timely motion for an extension of time to file an appeal. If there is an appeal or a timely motion for an extension of time to file an appeal, the Effective Date will be the latest of the following dates: (a) 75 days after the date when the Final Order and Judgment is entered; (b) 15 days after the date on which any motion for extension of time to file an appeal has been denied; or (c) 15 days after the date on which any appeals of the approval of the Settlement have been resolved exhausted in a manner approving the Settlement as proposed. Under the Settlement, the deadline for the Settlement Administrator to determine the validity of a reimbursement claim is 90 days after the Effective Date. If the Settlement Administrator approves your claim, payment will be made within 30 days of the approval decision. If the Settlement Administrator denies your claim or a portion of your claim, you will have 30 days to dispute such denial (measured from the postmark date of the denial notice). Such a dispute will be decided by the Third-Party Neutral selected pursuant to the Settlement, who will independently determine the validity of the claim. If the Third-Party Neutral approves your claim, payment will be made within 30 days of notice of the decision approving your claim.

Qualified Future Repairs. Subject Vehicles will be eligible for Qualified Future Repairs beginning on the Effective Date, after which you can simply bring your Subject Vehicle to an Authorized Service Center for repair. If you wish to have a qualifying repair prior to the Effective Date and your vehicle otherwise qualifies for repair, please take your Subject Vehicle to be repaired, retain your payment receipts for any qualifying repair performed, and make a claim for reimbursement as a Qualified Past Repair.

If you bring your covered vehicle to an Authorized Service Center to request coverage for a future repair and are, in your opinion, wrongfully denied coverage by the Authorized Service Center, you can contact Class Counsel at ClassCounsel@burlwalnutwoodtrimsettlement.com for further assistance concerning your dispute.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

12. What am I giving up to stay in the Class?

If the Court approves the Settlement and you have not excluded yourself, you are staying in the Class, and that means you will release and forever discharge Defendants and other entities described in the Settlement Agreement from each and every claim of liability that was or could have been made relating to the Litigation Claims alleging that Burl Walnut Trim is inadequate, of poor or insufficient quality or design, or defective, due to fading, discoloration, or cloudiness. 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 that describes exactly the legal claims that you give up if you get Settlement benefits. For the precise terms of the Release, please review the Settlement Agreement, which is available at www.burlwalnutwoodtrimsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, 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.

13. How do I get 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 September 19, 2022 and must include: (1) the Class Member's full name, current address, and telephone number; (2) the Subject Vehicle Identification Number (VIN), and dates of ownership or lease for the Subject 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. Send your request to:

Mercedes-Benz Burl Walnut Trim Settlement
c/o Settlement Administrator
P.O. Box 5278
Portland, OR 97208-5278

14. If I do not exclude myself, 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, you must exclude yourself from this class to continue your own lawsuit.

15. If I exclude myself, can I get money 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

16. Do I have a lawyer in the case?

The Court has appointed W. Lewis Garrison, Jr.; James F. McDonough, III; and Taylor C. Bartlett of Heninger Garrison Davis, 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.

17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$4,500,000, and an amount not to exceed \$65,000 total for Class Representative Service Awards. The Court may award fewer than these amounts. The fees and expenses that the Court approves will be paid by Defendants. Defendants have agreed not to oppose fees and expenses up to the specified amounts. The costs to administer the Settlement will also be paid by Defendants. Class Counsel's Motion for Attorneys' Fees and Costs will be available on the Settlement Website once it has been filed.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

OBJECTING TO THE SETTLEMENT

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

18. 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. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

All objections must be in writing and must be filed with the Court at:

Clerk of the Court
United States Courthouse
75 Ted Turner Drive, NW
Suite 2211
Atlanta, Georgia 30303

Your objection must be filed not later than September 19, 2022, 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 Subject Vehicle Identification Number (VIN) and the dates of ownership or lease of the Subject 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;
- a statement indicating whether the Class Member is being represented or assisted by counsel with respect to their objection and, if so, identifying such counsel; and
- a dated, handwritten signature.

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.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself 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 case no longer affects you.

THE COURT'S FAIRNESS 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.

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

The Court will hold a Fairness Hearing at 10:00 a.m. on November 7, 2022, at the United States District Court for the Northern District of Georgia, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303 or through remote means such as video conferencing or telephone conferencing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court 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.

Questions? Visit www.burlwalnutwoodtrimsettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Thrash 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 submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary for your objection to be considered.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement. 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.

However, if you do nothing, you may still qualify for coverage for Qualified Future Repairs. For details regarding Qualified Future Repairs, *see* questions 8 and 10 or visit www.burlwalnutwoodtrimsettlement.com.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents, at www.burlwalnutwoodtrimsettlement.com.

24. How do I get more information?

This notice provides a summary of the basic terms of the Settlement. For the complete terms and conditions, please consult the Settlement Agreement. You can access the Settlement Agreement, other important case documents, answers to frequently asked questions, and an online Claim Form at www.burlwalnutwoodtrimsettlement.com. You may email the Settlement Administrator at info@burlwalnutwoodtrimsettlement.com or call them at 1-855-604-1845. You should check that website regularly for updates on the case.

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

W. Lewis Garrison, Jr.
Heninger Garrison Davis, LLC
2224 1st Avenue North
Birmingham, AL 35203

Tel: (205) 549-4548

**PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR THE DEFENDANTS
REGARDING THIS NOTICE.**

Questions? Visit www.burlwalnutwoodtrimsettlement.com.