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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

**MERCEDES-BENZ BURL WALNUT TRIM SETTLEMENT:
INSTRUCTIONS FOR CLAIMING REIMBURSEMENT FOR QUALIFIED PAST REPAIRS**

To submit a Claim Form for reimbursement of Qualified Past Repairs, please carefully review and follow the below instructions. Please take note that this Claim Form must be accompanied by certain required items of proof described below. Please only fill out and submit a Claim Form if you meet the requirements for reimbursement described below.

WHO:

You may only file a claim if you are a Class Member. You are a Class Member if you fit the following description and do not opt out of the Settlement: *You are a current owner, former owner, current lessee, or former lessee of a 2010 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.

WHAT:

Only Qualified Past Repairs are eligible for reimbursement: A Qualified Past Repair is a repair or replacement of the Burl Walnut Trim of a Subject Vehicle because of fading, discoloration, or cloudiness that occurred before the Effective Date of the Settlement 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.

WHEN:

To request reimbursement for Qualified Past Repairs that occurred before July 20, 2022, you must submit a Claim Form postmarked by September 19, 2022 or submit the completed electronic Claim Form online at www.burlwalnutwoodtrimsettlement.com by September 19, 2022.

To request reimbursement for Qualified Past Repairs that occurred after July 20, 2022 but before the Effective Date of the Settlement, you must submit a Claim Form postmarked within 60 days of the date of repair or submit the completed electronic Claim Form online at www.burlwalnutwoodtrimsettlement.com.

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 in a manner approving the Settlement as proposed.

HOW:

Any Class Member who wishes to request reimbursement for a Qualified Past Repair must submit a completed and signed Claim Form via mail or by completing the electronic Claim Form at www.burlwalnutwoodtrimsettlement.com, along with the items of proof listed below in this section.

You may submit a claim by mailing this Claim Form to the Settlement Administrator at the address printed below:

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

** If the vehicle was more than fifteen years past its original in-service date when the repair was made, the repair does not qualify for reimbursement.*



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If you wish to make claims for repairs to more than one vehicle, please use a separate Claim Form for each vehicle.

If you wish to make claims for more than one repair/service to the same vehicle, please attach additional pages and answer all the questions in Section II for each claimed repair/service.

Your reimbursement claim for a Qualified Past Repair must include a completed and handwritten or electronically signed Claim Form and 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 receipt or statement, an invoice showing a payment, a receipt showing cash or other form of payment, or other such proof; and
- (c) proof of your ownership or leasing of the Subject Vehicle at the time of the repair.

HOW MUCH:

The amount of reimbursement you may receive for Qualified Past Repairs varies depending on the coverage period during which the Qualified Past Repair occurred, as shown below.

Period One is defined as 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.

Period Two is defined as 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.

Period Three is defined as 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.

Period Four is defined as 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 Three will be reimbursed at 50% of the out-of-pocket cost paid.

Period Five is defined as 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 Three will be reimbursed at 30% of the out-of-pocket cost paid.

If the vehicle was more than fifteen years past its in-service date when the repair was made, the repair does not qualify for reimbursement under the Settlement.

You are only eligible to be reimbursed for actual out-of-pocket costs. If any part of your repair cost was covered by MBUSA, an Authorized Mercedes-Benz Service Center, or any other form of coverage such as insurance or an extended warranty, you will not be reimbursed for the portion of the cost you did not pay out-of-pocket.

* * *

If you believe your claim for a Qualifying Past Repair is wrongfully denied or should have been approved for a greater amount, you may notify the Settlement Administrator that you believe your claim was wrongfully decided and you will be afforded an opportunity to present your reasons to a Third Party Neutral, who will make a final and non-appealable decision as to whether your claim should have been approved or decided differently.

If you have questions about how to complete your claim, contact the Settlement Administrator at info@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 submit your Claim Form.



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Mercedes-Benz Burl Walnut Trim Settlement:
Claim Form for Reimbursement of Qualified Past Repairs

I. CONTACT INFORMATION

First Name

MI

Last Name

Mailing Address – Line 1

Mailing Address – Line 2 (If Applicable)

City

State

ZIP Code

Telephone Number

 - -

Email Address

II. VEHICLE INFORMATION

Vehicle Identification Number (VIN)

Vehicle Model

Vehicle
Model Year

Dates you owned/leased the vehicle (start/end)

 - - - - -

MM

DD

YYYY

MM

DD

YYYY

Date of service

 - -

MM

DD

YYYY

Amount paid for repairs

\$.

Was any part of the cost covered (e.g., in the form of warranty or extended warranty coverage, insurance, “goodwill” from the dealership, or other payment assistance)?

Yes No

If you answered “Yes” to the previous question, list the source(s) of payment and amount(s) received:

Payment Source

Amount Received

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Please list and describe the documents you are attaching to support your claim:

III. CERTIFICATION

By signing this form, I swear under penalty of perjury that:

1. I am a Settlement Class Member and the current owner, former owner, current lessee, or former lessee of the vehicle identified above and am the rightful owner of the claim described in this Claim Form.
2. The documents I have submitted in support of this claim are true and accurate copies.
3. The information provided in this Claim Form is true and correct to the best of my knowledge.

By signing this form, I also confirm my agreement to the Release detailed in Section 6 of the Settlement Agreement and consent to the dismissal of any pre-existing action or proceeding relating to the Burl Walnut Trim in Subject Vehicles, whether brought by me or by others on my behalf.

If more than one person has rights to the claims asserted, the Reimbursement Claim Form must be signed by all persons.

Signature:

Date: - -
MM DD YYYY

Signature:

Date: - -
MM DD YYYY

Signature:

Date: - -
MM DD YYYY