

Legal Notice Regarding BMW 2006 And 2007 3 Series Owners And Lessees

United States District Court for the District of New Jersey

If you are a current or former owner or lessee of a BMW 2006 or 2007 3 Series Vehicle equipped with Bridgestone Turanza EL42 RFT 205/55R16 or 225/45R17 Run-Flat Tires, you could get benefits from a class action settlement.

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

- A nationwide settlement (“Settlement”) has been reached in a class action lawsuit against BMW of North America, LLC (“BMW NA”), Bridgestone Americas Tire Operations, LLC (“BATO”) and Bridgestone Corporation (“Bridgestone”) (collectively “Defendants”). The lawsuit concerns BMW 2006 and 2007 3 Series Vehicles originally equipped with Bridgestone Turanza EL42 RFT 205/55R16 or 225/45R17 Run-Flat Tires (“Turanza Tires,” “Turanzas” or “Tires”). The lawsuit alleges that Defendants should have known that the Tires were defective and prone to excessive noise and/or irregular wear, resulting in the Tires needing frequent replacement and causing the vehicles to ride roughly.
- The Settlement provides an opportunity to be reimbursed for past and future tire replacement of the Turanza Tires.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

EXCLUDE YOURSELF	This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendants about the legal claims released in this Settlement.	Must be postmarked by March 19, 2010.
OBJECT	Write to the Court about why you do not like the Settlement.	Must be filed by March 19, 2010.
GO TO A HEARING	Ask to speak in Court about the Settlement.	The Final Approval Hearing is scheduled for April 12, 2010.
DO NOTHING	Give up rights to be part of any other lawsuit against the Defendants about legal claims released by the Settlement.	
SUBMIT A CLAIM	Make a claim for relief so that you may be able to receive all benefits which are available to you under the Settlement.	Claims must be submitted by November 8, 2010.

- These rights and options -- ***and the deadlines to exercise them*** -- are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement, so that the benefits may be provided. Please be patient.

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**QUESTIONS? CALL TOLL-FREE 1-877-571-8674 OR
VISIT www.gilardi.com/BMW-BridgestoneRFT**

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights.

Judge Katharine S. Hayden of the United States District Court for the District of New Jersey is overseeing this class action lawsuit. The case is known as *Chandran v. BMW of North America, LLC, et al.*, Case No. 2:08-CV-02619-KSH-PS. The people who sued are called the “Plaintiffs,” and the companies they sued, BMW NA, BATO, and Bridgestone, are called the “Defendants.”

2. What is the lawsuit about?

This lawsuit concerns BMW 2006 and 2007 3 Series Vehicles equipped with Bridgestone Turanza EL42 RFT 205/55R16 or 225/45R17 Run-Flat Tires (“Turanza Tires,” Turanzas” or “Tires”) that have excessive noise and/or irregular wear. The lawsuit alleges that Defendants should have known that the Tires were defective and prone to excessive noise and/or irregular wear, resulting in the Tires needing frequent replacement and causing the vehicles to ride roughly. Defendants deny these allegations and stand behind and support their products.

3. What is irregular tire wear?

For purposes of this Settlement, “irregular tire wear” means that the Turanza Tires experienced excessive noise and/or irregular wear (often causing the vehicles to ride roughly) prior to 20,000 tire miles, resulting in the tires being replaced prior to 30,000 tire miles.

4. What vehicles and tires are included in the Settlement?

All 2006 and 2007 3 Series BMW vehicles originally equipped with (1) the Bridgestone Turanza EL42 RFT 205/55R16 (16 inch Tires) bearing a DOT number indicating manufacture on or before the 22nd week of 2007 (*i.e.*, “2207”); or (2) the Bridgestone Turanza EL42 RFT 225/45R17 (17-inch Tires) bearing a DOT number indicating manufacture on or before the 26th week of 2006 (*i.e.*, “2606”).

5. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case, Deana Careccio, Arvind Chandran, Brenda Chaquette, Chad J. Cook, Jeffrey Costa, Lisa Costanza, William Hoyer, Kevin Morris, and Edward Mota), assert claims on behalf of people who have similar claims. All of these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

6. Why is there a Settlement?

Both sides have agreed to a Settlement to avoid the cost and risk of a trial, and so that the people affected can get benefits, in exchange for releasing the Defendants from liability. The Settlement does not mean that the Defendants broke any laws, or otherwise did anything wrong, and the Court did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class Member.

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

The Court decided that the Settlement Class includes all current and former owners and lessees of 2006 and 2007 BMW 3 Series vehicles in the United States originally equipped with the Turanza Tires.

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8. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Settlement Class, you may call (toll-free) **1-877-571-8674** with questions.

THE BENEFITS – WHAT YOU GET

9. What are the benefits?

The benefits include:

Reimbursement For Past Turanza Tire Replacements Prior To 10,000 Tire Miles

Every Class Member who paid for replacement tires at a BMW Center due to irregular tire wear prior to 10,000 Tire miles will be eligible for reimbursement (in the form of a check) on the replacement tires covering one-hundred percent (100%) of the cost of the tires and one-hundred percent (100%) of the cost of the labor.

Every Class Member who paid for replacement tires at a non-BMW Center (*e.g.*, Discount Tires or other third-party) prior to 10,000 Tire miles will be eligible for reimbursement (in the form of a check) on the replacement tires covering one-hundred percent (100%) of the cost of the replacement tires.

To the extent that any Class Member received a discount or price adjustment on the replacement tires and/or labor at the time of replacement, that discount will be deducted from any reimbursement.

Appropriate proof will be needed in order to obtain reimbursement, including service records or similar documents demonstrating (1) odometer mileage at time of manifestation; (2) that the Turanza Tires were experiencing irregular tire wear; (3) that the Turanza Tires were replaced as a result of irregular tire wear; and (4) proof of cost of replacement tires and labor to replace the Tires.

To seek reimbursement for these benefits, please complete and submit the Claim Form as set forth in Answer 11.

Reimbursement For Past Turanza Tire Replacements Between 10,001 And 15,000 Tire Miles (With Confirmed Irregular Tire Wear Prior to 10,000 Miles)

Every Class Member who sought correction from a BMW Center for irregular tire wear prior to 10,000 Tire miles, but did not obtain replacement until between 10,001 miles and 15,000 miles from a BMW Center and was not reimbursed for one-hundred percent (100%) of the cost of the replacement tires and one-hundred percent (100%) of the cost of the labor is eligible for reimbursement (in the form of a check) up to one-hundred percent (100%) of the cost of the replacement tires and one-hundred percent (100%) of the cost of the labor as if he/she/it had sought to obtain replacement prior to 10,000 Tire miles.

Every Class Member who sought correction from a BMW Center for irregular tire wear prior to 10,000 Tire miles, but did not obtain replacement until between 10,001 and 15,000 miles from a non-BMW Center (*e.g.*, Discount Tires or other third-party) is eligible for reimbursement (in the form of a check) for one-hundred percent (100%) of the cost of the replacement tires.

To the extent that any Class Member received a discount or price adjustment on the replacement tires and/or labor at the time of replacement, that discount will be deducted from any reimbursement.

Appropriate proof will be needed in order to obtain reimbursements, including service records or similar documents demonstrating (1) that the Class Member brought the vehicle with the Turanza Tires to a BMW Center with Tire mileage of less than 10,000 miles at time of manifestation of irregular tire wear; (2) that the BMW Center determined that Turanza Tires were manifesting the irregular tire wear; (3) that the Turanza Tires were not replaced until after the Tire mileage exceeded 10,000 miles but was less than 15,000 miles; (4) that the Class Member was not reimbursed one-hundred percent (100%) of the cost of replacement tires and labor; and (5) proof of cost of replacement tires and labor to replace the tires.

To seek reimbursement for these benefits, please complete and submit the Claim Form as set forth in Answer 11.

Reimbursement For Past Turanza Tire Replacements Between 10,001 And 20,000 Tire Miles

Every Class Member who paid for replacement tires at a BMW Center due to irregular tire wear between 10,001 and 20,000 Tire miles will be eligible for reimbursement (in the form of a check) on the replacement tires covering fifty percent (50%) of the cost of the tires and one-hundred percent (100%) of the cost of the labor.

Every Class Member who paid for replacement tires at a non-BMW Center (*e.g.*, Discount Tires or other third-party) due to irregular tire wear between 10,001 and 20,000 Tire miles will be eligible for reimbursement (in the form of a check) on the replacement tires covering fifty percent (50%) of the cost of the replacement tires.

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To the extent that any Class Member received a discount or price adjustment on the replacement tires and/or labor at the time of replacement, that discount will be deducted from any reimbursement.

Appropriate proof will be needed in order to obtain reimbursement, including service records or similar documents demonstrating (1) Tire mileage at time of manifestation; (2) that the Turanza Tires were experiencing irregular tire wear; (3) that the Turanza Tires were replaced as a result of irregular tire wear; and (4) proof of cost of replacement tires and labor to replace the tires.

To seek reimbursement for these benefits, please complete and submit the Claim Form as set forth in Answer 11.

Reimbursement For Past Turanza Tire Replacements Between 20,001 And 30,000 Tire Miles (With Confirmed Irregular Tire Wear Prior To 20,000 Miles)

Every Class Member who can demonstrate through appropriate proof that the irregular tire wear manifested prior to 20,000 Tire miles but that he/she/it did not seek correction from either a BMW Center or non-BMW Center (*e.g.*, Discount Tires or other third-party) until between 20,001 and 30,000 Tire miles and paid for replacement tires, will be entitled to reimbursement of thirty-five percent (35%) of the cost of replacement tires and fifty percent (50%) of the cost of labor.

To the extent that any Class Member received a discount or price adjustment on the replacement tires and/or labor at the time of replacement, that discount will be deducted from any reimbursement.

Appropriate proof will be needed in order to obtain reimbursement, including service records or similar documents or a detailed explanation under oath provided in the Claim Form demonstrating (1) less than 20,000 Tire miles at time of manifestation; (2) that the Turanza Tires were manifesting the irregular tire wear; (3) that the Turanza Tires were replaced due to irregular tire wear; (4) that the Turanza Tires were replaced when the Tires had between 20,001 and 30,000 Tire miles; and (5) proof of cost of replacement tires and labor to replace the tires.

To seek reimbursement for these benefits, please complete and submit the Claim Form as set forth in Answer 11.

Future Turanza Tire Replacements Up to 30,000 Tire Miles

Turanza Tires replaced at a BMW Center in the future due to irregular tire wear will be eligible for the pro-rata discount on replacement tires as follows: (a) before 10,000 Tire miles – one-hundred percent (100%) of cost of the replacement tires and one-hundred percent (100%) of the cost of labor; (b) between 10,001 and 20,000 Tire miles – fifty percent (50%) of the cost of the replacement tires and one-hundred percent (100%) of the cost of labor.

In addition, if a Class Member can demonstrate (through appropriate proof) that the irregular tire wear manifested prior to 20,000 Tire miles, but he/she/it did not seek correction from a BMW Center or Bridgestone-affiliated service center until between 20,001 and 30,000 Tire miles, the Class Member will be entitled to replacement Bridgestone tires at a thirty-five percent (35%) discount on the cost of the replacement tires and a fifty percent (50%) discount on the cost of labor at a BMW Center or Bridgestone-affiliated service center.

To the extent that any Class Member receives any other discount or price adjustment on the replacement tires and/or labor at the time of replacement, that discount or price adjustment will be deducted from the discount made available under this provision.

Appropriate proof will be needed in order to obtain this additional benefit, including service records or similar documents demonstrating (1) Tire mileage at time of manifestation; and (2) that the Turanza Tires were manifesting irregular tire wear.

This is just a summary of the Settlement terms. More details and specific information are available in a document called the Settlement Agreement, which is available at www.gilardi.com/BMW-BridgestoneRFT.

10. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing the Defendants and related people and entities from all of the claims described and identified in Section VII of the Settlement Agreement. The Settlement Agreement is available at www.gilardi.com/BMW-BridgestoneRFT. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

**QUESTIONS? CALL TOLL-FREE 1-877-571-8674 OR
VISIT www.gilardi.com/BMW-BridgestoneRFT**

HOW TO GET BENEFITS

11. How do I get the benefits of the Settlement?

If you are a Class Member, you need to complete a copy of the Claim Form that accompanies this Notice and mail it to the address provided on the Claim Form. The current deadline for submitting Claim Forms is November 8, 2010. This deadline may be extended by the Court. Please visit the Settlement website for the current deadline. Additional copies of the Claim Form are available at www.gilardi.com/BMW-BridgestoneRFT. If you have any questions on how to complete the Claim Form or what information is needed, you can call the following toll-free number: **1-877-571-8674**.

Claim forms will not be processed, and payments will not be issued, until after the Court holds the Final Approval Hearing. Please be patient, and feel free to check the website or call the phone number listed above for current status.

12. What if my claim for reimbursement is denied?

There is a process in the Settlement to resolve disagreements between you and the Defendants over your claim. Any dispute regarding relief under the terms of the Settlement will be handled in accordance with the procedures set forth in the Settlement Agreement and you may have the right to appeal any denied claim to a Special Master. You will not be charged for any appeal to the Special Master. Plaintiffs' Lead Class Counsel will represent you on any such appeal.

13. What if I do nothing?

If you do nothing, you will give up rights to be part of any other lawsuit against the Defendants about the legal claims released by the Settlement. However, you will not receive any of the benefits offered by this Settlement for any past Turanza Tire replacements unless you timely submit a Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants over the legal issues in this case, then you must take steps to get out of this Settlement. This is called asking to be excluded from – sometimes called “opting out” of – the Class.

14. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement and you will not receive any of the benefits of the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

15. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this Settlement resolves.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Chandran v. BMW of North America, LLC, et al.*, Case No. 2:08-CV-02619-KSH-PS. Be sure to include: (1) your full name and current address; (2) year and model of the vehicle; (3) approximate date of purchase or lease; (4) whether you still own/lease the vehicle; (5) the VIN number of the vehicle; (6) a clear statement that you wish to be excluded from the Class; and (7) your signature. You cannot ask to be excluded over the phone or via the internet. You must mail your exclusion request, postmarked no later than **March 19, 2010**, to each of the following Lead Class Counsel and Defendants' Counsel:

**QUESTIONS? CALL TOLL-FREE 1-877-571-8674 OR
VISIT www.gilardi.com/BMW-BridgestoneRFT**

LEAD CLASS COUNSEL	BMW NA'S COUNSEL	BATO AND BRIDGESTONE'S COUNSEL
James C. Shah Shepherd, Finkelman, Miller & Shah, LLP 475 White Horse Pike Collingswood, NJ 08107	Rosemary J. Bruno Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, NJ 07102	Susan T. Dwyer Herrick, Feinstein LLP 2 Park Avenue New York, NY 10016

The failure to comply with all of the above requirements for excluding yourself may result in you being bound by this Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Plaintiffs and you have been represented by a number of lawyers and several law firms that have prosecuted this case together. The Court has appointed the following lawyer to represent you and other Class Members as "Lead Class Counsel":

James C. Shah Shepherd, Finkelman, Miller & Shah, LLP 475 White Horse Pike Collingswood, NJ 08107
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You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

18. How will the lawyers be paid?

Lead Class Counsel, on behalf of themselves and a number of other lawyers who have worked on this case, will ask the Court for attorneys' fees, costs, and expenses not to exceed \$1,200,000. Lead Class Counsel will also ask for a total payment not to exceed \$34,500 (ranging from \$3,500 to \$5,000 per Plaintiff) for the Plaintiffs who helped the lawyers on behalf of the entire Class by acting as Class Representatives, including participating in discovery and having their depositions taken. The Court may award less than these amounts. The Defendants have agreed to these payments and will separately make the payments that the Court orders. These payments will not reduce the value of the benefits distributed to Class Members. The Defendants will also separately pay the costs to administer the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement, or some part of it.

19. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some part of it. You can give reasons why you think the Court should not approve it. To object, send a letter saying that you object to the Settlement in *Chandran v. BMW of North America, LLC, et al.*, Case No. 2:08-CV-02619-KSH-PS. You must include: (1) your full name and current address; (2) year and model of the vehicle; (3) approximate date of purchase or lease; (4) whether you still own/lease the vehicle; (5) the VIN number of the vehicle; (6) the DOT number on the Tires (7) the reasons why you object and the factual and legal reasons for your objection (including all documents you wish to submit in support of your objection); (8) a detailed list of any other objections to any class action settlements you submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years; (9) a Notice of Intention to Appear at the Final Approval Hearing if you intend to appear in person at the hearing; and (10) your signature. The objection must be filed with the Court and mailed to Plaintiffs' Counsel and Defendants' Counsel on or before March 19, 2010.

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VISIT www.gilardi.com/BMW-BridgestoneRFT**

COURT	LEAD CLASS COUNSEL	BMW NA'S COUNSEL	BATO AND BRIDGESTONE'S COUNSEL
Clerk of Court United States District Court District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101	James C. Shah Shepherd, Finkelman, Miller & Shah, LLP 475 White Horse Pike Collingswood, NJ 08107	Rosemary J. Bruno Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, NJ 07102-4582	Susan T. Dwyer Herrick, Feinstein LLP 2 Park Avenue New York, NY 10016

20. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't 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 FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time, you may attend and ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on April 12, 2010, at the United States District Court for the District of New Jersey, Post Office and Courthouse Building, Courtroom 5, Newark, NJ 07101. 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 Hayden will only listen to people who have asked to speak at the hearing (*See* Question 23 below). The Court will also decide how much to pay the lawyers representing Class Members and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You should monitor the Settlement website at www.gilardi.com/BMW-BridgestoneRFT to find out if any dates have changed and to learn if the Settlement is approved by the Court.

22. Do I have to come to the hearing?

No. Lead Class Counsel will answer any questions Judge Hayden may have, but you are welcome to come at your own expense. If you send an objection, you don't 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 may also pay another lawyer to attend, but it's not required.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Chandran v. BMW of North America, LLC, et al.*, Case No. 2:08-CV-02619-KSH-PS. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Question 19. Your Notice of Intent to Appear must be filed no later than March 19, 2010 and sent to the addresses listed in Question 19. You cannot speak at the hearing if you exclude or have excluded yourself from the Class.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.gilardi.com/BMW-BridgestoneRFT. You may also write with questions to BMW-Bridgestone RFT Settlement, c/o Gilardi & Co. LLC, P.O. Box 808054, Petaluma, CA 94975-8054. You can also call the toll-free number, 1-877-571-8674.

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