

# Exhibit D

**United States District Court for the District of New Jersey**

**If you are a current or former owner or lessee of certain model-year 2019 to 2020 BMW X3, X4, X5, X6, or X7 vehicles, you could get benefits from a class-action settlement.**

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

- A nationwide settlement has been reached in a class action lawsuit against BMW of North America, LLC, entitled *Craft v. BMW of North America, LLC, et al.*, Case No. 2:24-cv-06826-WJM-CF, involving the shark-fin antenna in certain model-year 2019 to 2020 BMW vehicles.
- The Settlement provides an opportunity to be reimbursed for certain past expenses.
- **Your legal rights are affected whether you act or don't act, so please read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		
<b>SUBMIT A CLAIM FORM</b>	Make a claim to receive reimbursement for eligible past expenses potentially available to you under the Settlement.	Claims must be submitted by the later of thirty (30) days after the date of Final Approval of the Settlement or the Effective Date of the Settlement, to be posted on the Settlement Website but estimated to be on or about _____, 2026. See <i>Question 8, below.</i>
<b>EXCLUDE YOURSELF</b>	Write to Settlement Class Counsel and Defendant's Counsel to exclude yourself from ("opt out" of) the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against BMW of North America about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by _____, 2026. See <i>Question 12, below.</i>
<b>OBJECT</b>	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by _____, 2026. See <i>Question 17, below.</i>
<b>GO TO A HEARING</b>	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for _____, 2026 at <b>XX:XX a.m.</b> See <i>Questions 19 to 21, below.</i>

**QUESTIONS? CALL TOLL-FREE \_\_\_\_\_ OR VISIT [www.\[to be inserted\].com](http://www.[to be inserted].com)**  
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<b>DO NOTHING</b>	Give up the benefits to which you may be entitled under the Settlement and your right to be part of any other lawsuit against the BMW of North America about the legal claims released by the Settlement (but not your right to future repairs under the extended warranty explained below).	<i>See Question 22, below.</i>
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- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement **before any benefits can be distributed**. Please be patient and check the settlement website for updates.

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**1. Why have I received this notice?**

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and 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. You have received this notice because BMW of North America’s records indicate that you are a current or former owner or lessee of one or more of the following vehicles purchased or leased in the United States, including the District of Columbia and Puerto Rico (“Class Vehicles”):

Model	Model Years	Production Range
X3	2019 - 2020	November 1, 2018 to March 31, 2020
X4	2019 - 2020	November 1, 2018 to March 31, 2020
X5	2019 - 2020	November 1, 2018 to March 31, 2020
X6	2019 - 2020	November 1, 2018 to March 31, 2020
X7	2019 - 2020	November 1, 2018 to March 31, 2020

District Judge William J. Martini of the United States District Court for the District of New Jersey is overseeing this class-action lawsuit, known as *Craft v. BMW of North America, LLC, et al., Case No. 2:24-cv-06826-WJM-CF* (the “Action”). Tim Craft, the person who sued, is called the “Plaintiff,” and the company that was sued, BMW of North America, LLC, is called the “Defendant.”

**2. What is the lawsuit about?**

This lawsuit alleges that the shark-fin antenna on Class Vehicles may not be fully sealed to the vehicle’s roof, leading to water infiltration and, possibly, damage to components located below the antenna (the “Sealing Defect”). BMW of North America, which distributes and warrants BMW vehicles in the U.S., denies these allegations and stands behind and supports its products.

**3. Why is this a class action?**

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (“opt out” of) the Class. The Class Representative in the Action is the Plaintiff identified above in Question 1. You have received this notice because you have been identified as a potential Class Member.

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**4. Why is there a Settlement?**

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendant from liability for the claims that were raised or could have been raised in the Action involving the Class Vehicles’ alleged issues with the shark-fin antenna. The Settlement does not mean that BMW of North America broke any laws, or otherwise did anything wrong, because Judge Martini did not decide which side was right. The Class Representative and the lawyers representing him think the Settlement is fair and reasonable for the Class.

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

The Settlement Class includes all persons or entities in the United States, including the District of Columbia and Puerto Rico, who currently own or lease, or previously owned or leased, certain US-specification model-year 2019-2020 BMW vehicles purchased or leased, and registered and operated, in the United States, including the District of Columbia and Puerto Rico, which include the following vehicles:

Model	Model Years	Production Range
X3	2019 - 2020	November 1, 2018 to March 31, 2020
X4	2019 - 2020	November 1, 2018 to March 31, 2020
X5	2019 - 2020	November 1, 2018 to March 31, 2020
X6	2019 - 2020	November 1, 2018 to March 31, 2020
X7	2019 - 2020	November 1, 2018 to March 31, 2020

*You have received this notice because BMW of North America’s records indicate that you have or had a BMW vehicle equipped with the shark-fin antenna that may be included in this Action.*

**6. What are the benefits of the Settlement?**

If Judge Martini grants final approval of the Settlement and the Settlement becomes effective (the “**Effective Date**”), you may be eligible for **reimbursement** of costs you incurred for a “**Sealing-Defect Repair**” (repair of the Shark-Fin Antenna, telematics unit, and battery for telematics unit) on your Class Vehicle if you have already paid for such repairs, either at a BMW Center or an independent repair shop prior to the Effective Date, by filing a claim with the required proofs, which are detailed on the Claim Form and in the Settlement Agreement. If the Sealing-Defect Repair was performed at a BMW Center, you will be reimbursed 100% of the repair costs you incurred without any payment cap. If the repair was performed at an independent repair shop, you will be reimbursed 100% of the repair costs you incurred up to a cap of \$2,000. Reimbursement is limited to vehicles that were under 10 years old or 120,000 miles (whichever comes first) from the vehicle’s in-service date at the time of repair. *If you are unsure of your Vehicle’s in-service date, please check with your local BMW Center, which can look up the date based on your Vehicle Identification Number (VIN).* Reimbursement amounts will be reduced by goodwill or other adjustment, coupon, refund, or payment made by an authorized BMW Center, BMW NA, any person or entity associated with BMW NA, an insurer, or a provider of an extended service contract

In addition, if Judge Martini grants final approval of the Settlement, for 60 days after entry of the Final Approval Order, BMW Centers will provide no-cost Sealing-Defect Repairs for any Class Vehicle, regardless of age or mileage.

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Finally, regardless of whether Judge Martini grants final approval of the Settlement, BMW NA has **extended** its New Vehicle Limited Warranty, as it relates to the Sealing Defect in Class Vehicles, to 10 years or 120,000 miles (whichever comes first) from the vehicle's in-service date to cover all costs associated with diagnostics and Sealing-Defect Repair(s). After the mailing date of this Class Notice, any Class Vehicle that requires a Sealing-Defect Repair will be repaired by a BMW Center free of charge during the Extended Warranty Period. No reimbursement will be eligible or available for out-of-pocket costs incurred for Sealing-Defect Repairs after the mailing date of this Class Notice. *If you experience the Sealing Defect after you receive this Class Notice, you must take your vehicle to a BMW Center if you want the free repair offered under the limited warranty extension.*

\* \* \*

**Limitations:** BMW of North America does not warrant or guarantee any do-it-yourself repairs or repairs performed at independent (non-BMW Center) repair shops and, should any such repairs fail after a Settlement Class Member has made a reimbursement claim under the Settlement, the Settlement Class Member will not be entitled to submit an additional claim or seek replacement under the extended warranty. BMW of North America does not warrant replacement parts that were not certified by the original equipment manufacturer. The limited warranty extension will not apply to vehicles declared a total loss, sold for salvage purposes, or branded with a "salvage" or "flood" title. There are additional limitations and exclusions from reimbursement and extended-warranty coverage set forth in BMW of North America's New Passenger Vehicle Limited Warranty and in the Settlement Agreement, which can be viewed at [www.\[to be inserted\].com](http://www.[to be inserted].com).

In order to obtain reimbursement for eligible past out-of-pocket expenses, you must submit a Claim Form and include all of the documentation described in the Settlement Agreement and identified on the Claim Form.

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

If the Settlement becomes final, Class Members will release BMW of North America and related people and entities from all of the claims described and identified in Paragraphs 33 and 34 of the Settlement Agreement. In essence, Class Members are releasing all claims (except for personal injury or damage to property other than the Class Vehicle) that could arise based on alleged defect in shark-fin antenna in the Class Vehicles. The Settlement Agreement is available at [www.\[to be inserted\].com](http://www.[to be inserted].com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily precise legal terminology, so read it carefully.

Judge Martini has appointed specific lawyers to represent the Class in this lawsuit and Settlement. You can contact one of the lawyers listed in Question 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

**8. How do I get the benefits of the Settlement?**

If you are a Class Member and would like to obtain the reimbursement benefits (described in Question 6 above), you need to complete the Claim Form that accompanies this Notice and mail it, with all the required proofs, to the address provided on the Claim Form **or** file the Claim Form online through the Settlement website portal. Additional Claim Forms are available at [www.\[to be inserted\].com](http://www.[to be inserted].com). The current deadline for submitting your Claim Form is \_\_\_\_\_, **2026. Claim Forms submitted after the Claims Submission Period are not eligible for reimbursement.**

These benefits are also subject to limitations, which are discussed in Question 6 and in the Settlement Agreement. If you have any questions on how to complete the Claim Form or what information is needed, you can call the

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toll-free number at the bottom of this notice.

**9. What if my claim for reimbursement benefits is denied?**

There is a process in the Settlement Agreement to allow you to cure deficient claims, such as those claims missing required documentation, as well as a process to validate your claim. If the independent claims administrator determines that your claim is deficient, the claims administrator will notify you and allow you thirty (30) days to cure. If the claims administrator determines that your claim is still invalid, it will notify you of that decision, which is final. If you have questions regarding this process, visit [www.\[to be inserted\].com](http://www.[to be inserted].com) to see a copy of the Settlement Agreement, or contact Class Counsel below.

**10. When will I get the Settlement benefits?**

If you have submitted a claim, your Claim Form will be processed and payments will be issued on a continuing, rolling basis **after the Effective Date**, which will be after the Court’s Final Approval hearing, scheduled for \_\_\_\_\_ 2026, and all appeals, if any, are resolved.

*Please be patient, and feel free to check the website for current status.*

**11. Can I exclude myself from this Settlement?**

Yes. If you want to keep the right to sue or if you are already suing BMW of North America in another action over the legal issues in this case, then you must take steps to do so. This is called asking to be excluded from – sometimes called “opting out” of – the Settlement.

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

No. If you ask to be excluded, you will not receive any of the reimbursement benefits of the Settlement and you cannot object to the Settlement; your Class Vehicle will, however, still receive the limited warranty extension described in Question 6, above. If you opt-out of the Settlement you may sue, continue to sue, or be part of a different lawsuit against BMW of North America in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

**13. If I don’t exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue BMW of North America for the claims that this Settlement resolves.

**14. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail to the Claims Administrator saying that you want to be excluded from *Craft v. BMW of North America, LLC, et al.*, Case No. 2:24-cv-06826-WJM-CF. Be sure to include: (1) your full name and current address; (2) the model-year, model, and Vehicle Identification Number (“VIN”) of your Class Vehicle(s) and the date(s) of purchase/lease; (3) specifically and clearly state your desire to be excluded from the Settlement and from the Settlement Class; and (4) your signature. You cannot ask to be excluded over the phone or via the internet. You must mail your request to be excluded, postmarked no later than \_\_\_\_\_, 2026, to Claims Administrator at the address listed in Question 17.

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Failure to comply with any of these requirements for excluding yourself will result in you being bound by this Settlement.

**15. Are there lawyers representing the Class in this Settlement?**

The Plaintiffs and the Class have been represented by the law firm of Sauder Schelkopf LLC, who Judge Martini has approved as “Class Counsel” to represent Class Members:

Matthew D. Schelkopf  
Joseph B. Kenney  
**Sauder Schelkopf LLC**  
1109 Lancaster Avenue  
Berwyn, PA 19312

The Class will not be charged for these lawyers. BMW of North America will pay the Class Counsel attorneys’ fees, costs, and expenses separate and apart from any relief provided to the Class and such payment will not reduce the value of the benefits distributed to Class Members. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**16. How will the lawyers be paid?**

As part of the resolution of the Action, Class Counsel and BMW of North America have agreed that Class Counsel may apply for an award of attorneys’ fees, costs, and expenses not to exceed \$800,000.00, and a service payment for the Class Representative not to exceed \$5,000.00. BMW of North America will pay the Class Counsel attorneys’ fees, costs, and expenses, and the Class Representative service payment, separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Class Members. BMW of North America will also separately pay the costs to administer the Settlement. Judge Martini will determine the amount of attorneys’ fees, costs, expenses, and service payment after evaluating Plaintiff’s submission.

**17. How do I tell the Court if I don’t like the Settlement?**

If you don’t like some part of the Settlement, you can object to it. You can give reasons why you think Judge Martini should not approve it. To object, you must send a letter to the Clerk of the Court saying that you object to the Settlement *Craft v. BMW of North America, LLC, et al.*, Case No. 2:24-cv-06826-WJM-CF. You must include: (1) your full name, current address, current telephone number, and the name of your lawyer and your lawyer’s address if you are represented by a lawyer other than Class Counsel; (2) the model year, model, and VIN of your Class Vehicle(s) and the date(s) of purchase or lease; (3) whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; (4) the reasons why you object and the factual and legal reasons for your objection (including all relevant documents that pertain to your objection); (5) copies of relevant repair history or other proof that you have owned or leased the Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, or license receipt); (6) a statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, and you have not opted out of the Settlement Class; (7) a detailed list of any other objections to any class action settlements you have submitted in the previous five (5) years to any court, whether state, federal, or otherwise, in the United States; (8) a Notice of Intention to Appear at the Final Approval Hearing, if you intend to appear in person at the hearing; and (9) your signature. **The objection must be mailed to the Court, the Claims Administrator, Class Counsel, and Defendant’s Counsel at the addresses below.** The mailed copies must be postmarked on or before \_\_\_\_\_, 2026:

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<b>COURT</b>	Clerk of Court United States District Court for the District of New Jersey Rev. Dr. Martin Luther King, Jr. Federal Building & US Courthouse 50 Walnut Street Newark, New Jersey 07102
<b>CLAIMS ADMINISTRATOR</b>	<i>Craft</i> Claims Administrator c/o PO Box XXXX City, State XXXXX-XXXX
<b>CLASS COUNSEL</b>	Matthew D. Schelkopf Joseph B. Kenney <b>Sauder Schelkopf LLC</b> 1109 Lancaster Avenue Berwyn, PA 19312
<b>DEEFENDANT'S COUNSEL</b>	Christopher J. Dalton Argia J. DiMarco Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582

**18. What's the difference between objecting and excluding?**

Objecting is simply telling Judge Martini that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Martini that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**19. When and where will Judge Martini decide whether to approve the Settlement?**

Judge Martini will hold a "Final Approval Hearing" to decide whether to approve the Settlement on \_\_\_\_\_, **2026 at XX:00 a.m.**, at the United States District Court for the District of New Jersey, Rev. Dr. Martin Luther King, Jr. Federal Building & US Courthouse, 50 Walnut Street, Newark, New Jersey 07102. At this hearing, Judge Martini will determine whether the Settlement is fair, adequate, and reasonable and whether Class Members' objections, if any, have merit. If you have filed an objection on time, you may attend and ask to speak, but you don't have to. However, Judge Martini will only listen to people who have properly requested to speak at the hearing (*see* Question 21 below). At this hearing, Judge Martini will also decide the service payment for the Class Representative, as well as the attorney's fees for the lawyers representing the Class Members. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. You should monitor [www.\[to be inserted\].com](http://www.[to be inserted].com) to find out if any dates have changed and to learn if Judge Martini has approved the Settlement.

**20. Do I need to go to the hearing?**

No. Class Counsel will answer any questions Judge Martini 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 valid written objection on time, Judge Martini will consider it. You may also pay another lawyer to attend, but that's not required.

**21. May I speak at the hearing?**

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You may ask Judge Martini for permission to speak at the Final Approval Hearing. To do so, you must file a “Notice of Intent to Appear” in *Craft v. BMW of North America, LLC, et al., Case No. 2:24-cv-06826-WJM-CF*. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Question 17. Your Notice of Intent to Appear must be postmarked no later than \_\_\_\_\_, 2026, and mailed to the addresses listed in Question 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

**22. What if I do nothing?**

If you do nothing, you will remain part of this Settlement and give up the right to be part of any other lawsuit against Defendant about the legal claims released by the Settlement. You will not receive any of the reimbursement benefits described in Question 6 offered by this Settlement unless you timely submit a Claim Form. Your vehicle will, however, still get the benefit of the extended warranty, if applicable.

**23. Can I get more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and related documents at [www.\[to be inserted\].com](http://www.[to be inserted].com).

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