

**If you have purchased or leased in the United States
a Mercedes-Benz vehicle originally painted “590 Mars Red,”
you could get benefits from a class action settlement**

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

- The Settlement will provide current owners, former owners, current lessees, and former lessees of Mercedes-Benz vehicles purchased or leased in the United States originally painted Mars Red or Fire Opal (collectively, “590 Mars Red”) with reimbursement for Qualified Past Repairs and coverage for Qualified Future Repairs addressing peeling, flaking, or bubbling of the vehicle’s paint or clearcoat not caused by external influences such as automobile accidents, scratches, or road debris.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	<p>Submitting a claim is the only way to get reimbursed for Qualified Past Repairs. For repairs that occurred before May 28, 2021, your claim must be submitted by mail and postmarked by July 27, 2021 or by submitting the completed electronic Reimbursement Claim Form online at www.MarsRedPaintSettlement.com by July 27, 2021. For repairs that occur between May 28, 2021 and the Effective Date of this Settlement, your claim must be submitted by mail and postmarked or submitted electronically at www.MarsRedPaintSettlement.com within 60 days of the repair. <i>See page 6.</i></p> <p>Submitting a claim is also the only way to receive a Qualified Future Repair if your vehicle has 150,000 miles or more or is 15 years or more from the original in-service date as of May 28, 2021, and you were previously denied warranty or goodwill coverage for a qualifying repair at a time the vehicle had both fewer than 15 years from the original in-service date and fewer than 150,000 miles. Your claim must be submitted postmarked by July 27, 2021. <i>See page 5.</i></p>
OBTAIN COVERAGE FOR FUTURE REPAIRS	<p>If you need a Qualified Future Repair after the Effective Date of the Settlement and your vehicle both is fewer than 15 years from the original in-service date and has fewer than 150,000 miles, simply take your vehicle to an authorized dealer. You do not need to do anything right now to ensure coverage under the extended warranty. <i>See page 7.</i></p>
EXCLUDE YOURSELF (OPT OUT)	<p>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 July 27, 2021.</p>
OBJECT	<p>Write to the Court about why you do not like the Settlement. The deadline to file an objection is July 27, 2021.</p>

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

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

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 August 30, 2021 at 9:30 A.M (Eastern Time).
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.MarsRedPaintSettlement.com.

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

WHAT THIS NOTICE CONTAINS

Basic Information	4
1. Why did I receive a notice?	4
2. What is this lawsuit about?	4
3. What is a class action?	4
4. Why is there a Settlement?	4
Who is in the Settlement	4
5. How do I know if I am part of the Settlement?	4
6. Which vehicles are included?	5
7. I am still not sure if I'm included.	5
The Settlement Benefits—What You Get	5
8. What does the Settlement provide?	5
9. How do I get reimbursed for Qualified Past Repairs?	6
10. How do I get coverage for Qualified Future Repairs?	7
11. When would I get my payment or be able to have my vehicle repaired?	7
12. What am I giving up to stay in the Class?	8
Excluding Yourself from the Settlement	8
13. How do I get out of the Settlement?	8
14. If I do not exclude myself, can I sue Defendants for the same thing later?	8
15. If I exclude myself, can I get money from the Settlement?	8
The Lawyers Representing You	8
16. Do I have a lawyer in the case?	8
17. How will the lawyers be paid?	9
Objecting to the Settlement	9
18. How do I tell the Court that I do not like the Settlement?	9
19. What is the difference between objecting and excluding?	9
The Court's Fairness Hearing	9
20. When and where will the Court decide whether to approve the Settlement?	10
21. Do I have to come to the hearing?	10
If You Do Nothing	10
22. What happens if I do nothing at all?	10
Getting More Information	10
23. Are there more details about the Settlement?	10
24. How do I get more information?	10

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.MarsRedPaintSettlement.com. The lawsuit is known as *Pinon et al. v. Mercedes-Benz USA, LLC and Daimler AG*, United States District Court for the Northern District of Georgia, Case No. 18-CV-03984-MHC.

2. What is this lawsuit about?

The Plaintiffs allege that the “590 Mars Red” paint available as an original, exterior color option for certain models of Mercedes-Benz vehicles is defective in that it may experience peeling, flaking, or bubbling of the exterior paint or clearcoat. 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 Subject Vehicles’ 590 Mars Red paint 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 Mercedes-Benz vehicle originally painted with 590 Mars Red paint and purchased or leased in the United States.*

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 (*i.e.*, alleging that 590 Mars Red paint is inadequate, of poor or insufficient quality or design, or defective, due to peeling, flaking, bubbling, fading, discoloration, or poor adhesion of the paint or clearcoat); (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 Mark H. Cohen, the Honorable James Holderman (ret.), and members of their respective immediate families.

6. Which vehicles are included?

A Subject Vehicle is defined as any Mercedes-Benz originally painted with 590 Mars Red paint and purchased or leased in the United States. 590 Mars Red paint was offered as an original, exterior color option for the following Mercedes-Benz vehicle types in the United States: C-Class (model years 2004-2015); GLK-Class (model years 2010-2015); CLS-Class (model years 2006-2007, 2009, 2014); CLK-Class (model years 2004-2009); S-Class (model years 2008, 2015, 2017); SL-Class (model years 2004-2009, 2011-2017); CL-Class (model years 2005-2006, 2013-2014); SLS-Class (model years 2014-2015); E-Class (model years 2005-2006, 2010-2017); G-Class (model years 2005, 2011-2017); GT-Class (model years 2016-2018); SLC-Class (model years 2017); SLK-Class (model years 2005-2016) and Maybach 57 (model year 2008).

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@MarsRedPaintSettlement.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 peeling, flaking, or bubbling of the Subject Vehicle's exterior paint or clearcoat. To find out how much of the cost for repairs will be reimbursed or covered, the following time and mileage periods apply.

Period One is defined as the time period during which the Subject Vehicle has or had fewer than seven years (84 months) or 105,000 miles from the Subject Vehicle's original in-service date, whichever occurred first. Qualifying Past Repairs that occurred during Period One will be reimbursed at 100% of the out-of-pocket cost paid subject to certain limitations in the Settlement Agreement, and 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 defined as the time period from the end of Period One until the Subject Vehicle has or had fewer than ten years (120 months) or 150,000 miles from the Subject Vehicle's original in-service date, whichever occurred first. Qualifying Past Repairs that occurred during Period Two will be reimbursed at 50% of the out-of-pocket cost paid subject to certain limitations in the Settlement Agreement, and the cost of Qualifying Future Repairs during Period Two will be covered for 50% of the cost of the repair defined in the Settlement Agreement.

Period Three is defined as the time period from the end of Period Two until the Subject Vehicle has or had fewer than fifteen years (180 months) or 150,000 miles from the Subject Vehicle's original in-service date, whichever occurred first. Qualifying Past Repairs that occurred during Period Three will be reimbursed at 25% of the out-of-pocket cost paid subject to certain limitations in the Settlement Agreement, and the cost of Qualifying Future Repairs during Period Three will be covered for 25% of the cost of the repair defined in the Settlement Agreement.

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

The cost for future repairs occurring after the end of Period Three will not be covered unless you presented the Subject Vehicle to an authorized Mercedes-Benz dealer or body repair facility or provided notice to Defendants and were denied warranty or goodwill coverage for a qualifying repair at a time the vehicle had both fewer than 15 years and fewer than 150,000 miles, whichever occurred first ("Presentment Date"). In such case, the Presentment Date will be used for purposes of calculating whether your Subject Vehicle qualifies in Period One, Period Two, or Period Three.

Qualified Past Repairs: A Qualified Past Repair means a repair that occurred before the Effective Date of the Settlement related to repainting any non-plastic exterior surface of a Subject Vehicle because of peeling, flaking, or bubbling of the exterior clearcoat not caused by external influences such as automobile accidents, scratches, or road debris. Qualified Past Repairs shall be limited to refinishing of affected areas only, in accordance with Defendants' Technical Service Bulletin, LI98.00-P-058914 (viewable at www.MarsRedPaintSettlement.com).

To qualify for reimbursement of Qualified Past Repairs, you must submit a Reimbursement 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.

Qualified Future Repairs: A Qualified Future Repair means a repair performed in accordance with Defendants' Technical Service Bulletin, L198.00-P-058914 (viewable at www.MarsRedPaintSettlement.com and attached to the Settlement Agreement as Exhibit A), by an Authorized Service Center after the Effective Date of the Settlement to repaint any non-plastic exterior surface of a Subject Vehicle because of peeling, flaking, or bubbling of the exterior clearcoat not caused by external influences such as automobile accidents, scratches, or road debris. Coverage for Qualified Future Repairs applies only to current owners and lessees. Qualified Future Repairs shall be limited to refinishing of affected areas only, in accordance with Defendants' Technical Service Bulletin, L198.00-P-058914.

A Qualified Future Repair Claim Form is not required for coverage of Qualified Future Repairs if the Subject Vehicle is, as of the Effective Date, both fewer than 15 years from the original in-service date and fewer than 150,000 miles.

If your vehicle has more than 15 years from the original in-service date or more than 150,000 miles and you were denied warranty or goodwill coverage for a qualifying repair at a time the vehicle had both fewer than 15 years and fewer than 150,000 miles, and you wish to receive a Qualified Future Repair, you must submit a Qualified Future Repair Claim Form and meet all claim requirements.

If your vehicle needs a qualifying repair after May 28, 2021 but prior to the Effective Date, please take your vehicle to be repaired, retain your payment receipts for any qualifying repair performed, and make a claim for reimbursement as a Qualified Past Repair within 60 days of the repair.

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.

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 hand-written or electronically signed Reimbursement Claim Form (available at www.MarsRedPaintSettlement.com/claim, 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 (e.g., the repair invoice must show that part of the vehicle has been repainted) and the cost of the qualified repair. A repair shall not qualify for reimbursement if the reason for the repair described in any related repair order is for repairs due to an automobile accident, scratches, road debris, or other external influence that is clearly unrelated to the alleged defect in the 590 Mars Red paint and the Symptoms Alleged (e.g., chemical burn, tree sap, bird droppings, etc.);
- (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 if you have already been reimbursed for it.

If a Qualified Past Repair was performed by an Independent Service Provider, the reasonable repair cost shall not exceed 10% of what the same repair would have cost if it were performed at an Authorized Service Center.

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

For a Qualified Past Repair that occurred prior to May 28, 2021, a Reimbursement Claim Form must be submitted to the Settlement Administrator postmarked by July 27, 2021 or submitted online at www.MarsRedPaintSettlement.com by completing the electronic Reimbursement Claim Form by July 27, 2021. For repairs that occur after May 28, 2021, but before the Effective Date of this Settlement, you must submit a Reimbursement Claim Form postmarked or online at www.MarsRedPaintSettlement.com within 60 days of the date of the repair.

You may download a Reimbursement Claim Form from the website or contact the Settlement Administrator at info@MarsRedPaintSettlement.com to request that a Reimbursement Claim Form be mailed to you. You may also access the online Reimbursement Claim Form at www.MarsRedPaintSettlement.com/claim. You may be asked for additional information. Follow all instructions on the Reimbursement Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Reimbursement Claim Form.

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

Any Class Member with a Subject Vehicle that, at the Effective Date of the Settlement, is both fewer than 15 years from the original in-service date and fewer than 150,000 miles and who wishes to have a Qualified Future Repair covered by the Settlement must bring their Subject Vehicle to an Authorized Service Center. To determine coverage, a technician will confirm that the vehicle meets the age and mileage requirements; that the exterior clearcoat on a panel is peeling, flaking or exhibiting bubbles under the surface; and that such conditions are not caused by external influences such as automobile accidents, scratches, road debris, chemical burn, tree sap, bird droppings, etc.

For a Subject Vehicle needing a Qualified Future Repair that, as of May 28, 2021, is 15 years (180 months) or more from the Subject Vehicle's original in-service date or has 150,000 miles or more, whichever occurs first, a Class Member wishing to receive such a repair must submit a Qualified Future Repair Claim Form accompanied by documentary evidence showing that (i) he or she presented the Subject Vehicle to an authorized Mercedes-Benz dealer or body repair facility for a qualifying repair or provided notice to Defendants at a time when the vehicle had fewer than 15 years (180 months) and 150,000 or fewer miles, and (ii) that he or she was denied warranty or goodwill coverage for such repair at the time. The Qualified Future Repair Claim Form and required documentation must be submitted to the Settlement Administrator by mail postmarked by July 27, 2021 or online at www.MarsRedPaintSettlement.com by July 27, 2021. If the claim is approved, the Class Member shall arrange for a Qualified Future Repair to be performed within 90 days of notice of said approval. The percentage of coverage provided by Defendants shall be determined by the age and mileage of the Subject Vehicle at the time it was originally presented for the qualifying repair or notice was given to Defendants, using the coverage periods set forth in Question 8.

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, or, if there are appeals of the Settlement approval, 14 days after all appellate rights with respect to that Final Order and Judgment have expired or have been exhausted in a manner that conclusively affirms the Final Order and Judgment. 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 need a qualifying repair prior to the Effective Date, 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 are required to submit a claim form to qualify for a Qualifying Future Repair for the reasons described in Question 10 and the Settlement Administrator denies 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 claim is approved, the Class Member shall arrange for a Qualified Future Repair to be performed within 90 days of notice of said approval. The decision of the Third-Party Neutral is final and non-appealable.

If an Authorized Service Center denies your request for a Qualified Future Repair, you may dispute such denial by informing Class Counsel or Defendants of the alleged wrongful denial within 30 days of the denial. Class Counsel,

Defense Counsel, and Defendants shall work in good faith and make best efforts to resolve any such dispute. If they cannot resolve the dispute, the dispute may be submitted to a Third-Party Neutral for a decision, who will independently determine the validity of the claim. If the Third-Party Neutral approves your repair request, the Authorized Service Center will make the repair. The decision of the Third-Party Neutral is final and non-appealable.

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 590 Mars Red paint is inadequate, of poor or insufficient quality or design, or defective, due to peeling, flaking, bubbling, fading, discoloration, or poor adhesion of the paint or clearcoat. It also means that all of the Court's orders will apply to you and legally bind you. If you sign a Reimbursement Claim Form or Qualified Future Repair 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.MarsRedPaintSettlement.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 July 27, 2021 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.

Mercedes Mars Red Settlement
c/o JND Legal Administration
PO BOX 91223
Seattle, WA 98111

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., Taylor C. Bartlett, James F. McDonough, III, and K. Steven Jackson 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 up to \$4,750,000, up to \$100,000 for expenses, and an amount not to exceed \$30,000 total for Class Representative Service Awards. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid by Defendants. Defendants have agreed not to oppose 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.

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 July 27, 2021, 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; 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 9:30 A.M. on August, 30, 2021, 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 teleconferencing 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.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Cohen 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.MarsRedPaintSettlement.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.MarsRedPaintSettlement.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 online Reimbursement and Qualified Future Repair Claim Forms at www.MarsRedPaintSettlement.com. You may email the Settlement Administrator at info@MarsRedPaintSettlement.com or call them at 833-961-3967. 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:

K. Steven Jackson
W. Lewis Garrison, Jr.
Taylor C. Bartlett
James F. McDonough, III
Heninger Garrison Davis, LLC
2224 1st Avenue North
Birmingham, AL 35203
Tel: (205) 326-3336

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

Questions? Visit www.MarsRedPaintSettlement.com.