

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

NOTICE OF PROPOSED SETTLEMENT

IF YOU PURCHASED OR LEASED A 2017-2018 MODEL YEAR NISSAN ALTIMA OR
2018-2019 MODEL YEAR NISSAN SENTRA, VERSA, OR VERSA NOTE VEHICLE,
YOU MAY QUALIFY FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

You should read this Notice carefully because it may affect your legal rights.

A federal court has ordered this Notice. It is not from a lawyer, and you are not being sued.

- This Settlement resolves a lawsuit about the continuously variable transmission (“CVT”) in 2017-2018 model year Nissan Altima and 2018-2019 model year Nissan Sentra, Versa, and Versa Note vehicles (“Class Vehicles”).
- The Settlement will provide (1) an extension of the New Vehicle Limited Warranty applicable to the transmission for the Class Vehicles; (2) reimbursement for Class Members who paid for qualifying CVT repairs or replacements that would have been covered by the Warranty Extension; (3) a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle at an authorized Nissan or Infiniti dealer for current and former owners of Class Vehicles who qualify; and (4) an expedited resolution program through the BBB if you have future claims related to your transmission.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

Your Rights and Choices

You may	Summary	Read more	Deadline
Do nothing	You are included in the Settlement Class and, if the Settlement is approved, you will automatically receive a 24-month or 24,000-mile extension (whichever occurs first) of the warranty on the transmission of your Class Vehicle; be eligible for a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle for current or former owners of Class Vehicles, if you qualify; and be covered by an expedited resolution program through the BBB if you have a future claim related to your transmission.	Page 8	
Submit a Claim	You do not have to do anything to be included in the Settlement Class, but to be eligible for reimbursement of qualifying transmission repairs, you must submit a Claim Form by the deadline.	Page 5	Submit your Claim Form by: March 15, 2023*
Opt out of the Settlement	Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit against Nissan.	Pages 5-6	Mail your Request for Exclusion Postmarked by: February 13, 2023
Object	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. Any Class Member who intends to object to the Settlement (an “Objection”) must file a written Objection with the Court and mail a copy to the Settlement Administrator. If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a Notice of Appearance.	Pages 6-7	Objections and/or Notice of Appearance Filed With the Court by: February 13, 2023, and copies mailed to the Settlement Administrator by February 13, 2023

*Claim Forms must be submitted to the Settlement Administrator by March 15, 2023, or within 30 days of the qualifying repair to your vehicle, whichever is later.

No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.

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Basic Information

1. *What is this lawsuit about?*

In this lawsuit called *Minerva Martinez, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00354, pending in the United States District Court for the Middle District of Tennessee, Nashville Division, a number of individuals on behalf of themselves and all current and former owners and lessees of 2017-2018 model year Nissan Altima and 2018-2019 model year Nissan Sentra, Versa, and Versa Note vehicles (“Class Vehicles”), allege that the Class Vehicles have a defective continuously variable transmission (“CVT”) which can lead to poor transmission performance or failure. The Plaintiffs brought claims against Nissan North America, Inc. (“Nissan” or “NNA”) for breach of express warranty, breach of implied warranty, fraudulent omission or concealment, unjust enrichment and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, Nissan, is called the Defendant.

Nissan has denied, and continues to deny all of Plaintiffs’ claims related to the CVT in their vehicles, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Settlement Class, denies that it acted improperly or wrongfully in any way, and believes that this litigation is without merit.

2. *Why is the lawsuit a class action?*

In a “class action lawsuit,” one or more people called “Class Representatives” sue on behalf of people who allegedly have similar claims. The people together are a “Class” or “Class Members.” The Court preliminarily has decided that this lawsuit can be a class action for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the Settlement. This means that, if the Settlement does not receive final approval by the Court, then Class Members will not get benefits under this Settlement, and Plaintiffs will need to go back to Court to seek to certify a class and prove their case through trial.

3. *Why is there a Settlement?*

Plaintiffs believe that their case is meritorious, yet they have agreed to this Settlement because, if it is approved, it provides benefits to the Class while avoiding risks associated with further litigation and trial.

Nissan believes the lawsuit has no merit, but nevertheless is willing to enter into this Settlement as a further commitment to its customers, to provide extra peace of mind to its customers, and to end further litigation, which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Nissan’s admission or concession of any fault, wrongdoing or liability whatsoever, nor a concession by Plaintiffs that their suit was meritless.

4. *What is the Effective Date of this Settlement?*

The Effective Date of this Settlement is the date when the Settlement becomes final, which is sixty-one (61) days after the date when the Final Order and Judgment in this Lawsuit is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

For more information regarding final approval of the Settlement, see Questions 20 and 21.

Who is in the Settlement

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

You are a Class Member and part of the Settlement if you purchased or leased in the United States or its territories, including Puerto Rico, a 2017-2018 model year Nissan Altima or a 2018-2019 model year Nissan Sentra, Versa, or Versa Note vehicle equipped with a CVT. Excluded from the Settlement Class are: (1) NNA, any entity or division in which NNA has a controlling interest, its/their legal representatives, officers, directors, assigns and successors; (2) any judge to whom this case is assigned and the judge’s clerks and any member of the judge’s immediate family and any judge of the Sixth Circuit Court of Appeals; and (3) government purchasers and lessees.

6. What are the possible benefits of this Settlement?

If you are a Class Member, you could receive one or more of the following benefits if the Settlement is approved:

- (1) **Warranty Extension.** Nissan will extend the terms of the New Vehicle Limited Warranty for the transmission assembly (including the valve body and torque converter) and Automatic Transmission Control Unit (“ATCU”) in all Class Vehicles by twenty-four (24) months or twenty-four thousand (24,000) miles, whichever occurs first (the “Warranty Extension”). The Warranty Extension will be subject to the terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicle.
- (2) **Reimbursement for Replacement of or Repair to Transmission Assembly or ATCU.** Nissan will reimburse Class Members for parts and labor actually paid by the Class Member for qualifying repairs involving the replacement of or repair to the transmission assembly or ATCU of their Class Vehicle if the work was done after the expiration of the powertrain coverage under the original New Vehicle Limited Warranty but within the mileage and time limits of the Warranty Extension (or before the earlier of 84,000 miles or 84 months of service). If the replacement or repair was performed by a Nissan dealer, the full amount the Class Member paid will be reimbursed. If the repair or replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse up to \$5,000 for that repair or replacement. In both cases, the replacement or repair must have occurred on or within the mileage and time limits of the Warranty Extension. If you paid for repairs on more than one occasion, you can be reimbursed for all qualifying repairs subject to the above limits. For more information, see Question 8 below.
- (3) **Voucher Towards Purchase or Lease of a New Vehicle.** Current and former owners of Class Vehicles who had two (2) or more replacements or repairs to the transmission assembly (including the valve body and torque converter) or ATCU during their ownership experience (as reflected by NNA warranty records) are eligible for a Voucher in the amount of \$1,000 for either a purchase or lease of a single new Nissan or Infiniti vehicle. Prior software updates and/or reprogramming do not count as a prior repair. The election to apply the Voucher toward the purchase or lease of a single new Nissan or Infiniti vehicle must be exercised within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable. Class Members eligible for a Voucher but also eligible for reimbursement of a qualifying repair must elect either to receive the Voucher or to receive reimbursement; you cannot receive both.

7. What if my car is currently outside the mileage and time limits of the Warranty Extension but I paid to have repairs performed previously?

Even if your Class Vehicle is now outside the mileage and time limits of the Warranty Extension, you may still make a claim for reimbursement, but only if you previously paid out of pocket for parts and labor for replacement of or repair to the transmission assembly (including the valve body and torque converter) or ATCU by a Nissan dealer or other non-Nissan automotive repair facility while your vehicle was within the mileage and time limits of the Warranty Extension (or before the earlier of 84,000 miles or 84 months of service). See Question 11 for information on how to submit a claim.

8. What if I have not repaired my car, but a Nissan dealer has previously diagnosed and recommended a replacement of or repair to the transmission?

If a Nissan dealer previously diagnosed and recommended the replacement or repair of your transmission assembly or ATCU *before* your Class Vehicle had been in service for eighty-four (84) months or been driven for eighty-four thousand (84,000) miles, but you did not have the work performed, and you pay to have that replacement or repair performed **before the vehicle has been driven 90,000 miles** and no later than March 15, 2023, then, if you submit a valid claim, you would be eligible for reimbursement of the transmission repair or replacement costs, subject to the cap of \$5,000 if the work was done by a non-Nissan automotive repair facility. Repairs made after 90,000 miles or after March 15, 2023, whichever occurs first, are not eligible for reimbursement.

9. Am I giving anything up in return for my benefit?

Unless you get out of the Settlement (which is called “excluding yourself” or “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will give Nissan, Nissan-related companies and the selling or leasing dealer a “release.” This release means you cannot sue or be part of any other lawsuit against the Defendant, its related companies or the selling or leasing dealer based upon or in any way related to transmission design, manufacturing, performance, or repair of the Class Vehicles’ CVT. The specific claims and parties you will be releasing are described in full detail in Paragraphs 33-34 of the Settlement Agreement, available at www.AltimaSentraVersaCVTSettlement2022.com.

10. What if I have a claim related to my transmission or the Warranty Extension in the future?

If, in the future, you have a claim for breach of the New Vehicle Limited Warranty, as modified by the Warranty Extension, related to your transmission, based entirely on transmission performance issues, repairs or repair attempts, or any other conduct or events related to the transmission that occur after December 15, 2022, that claim is not released as a part of this Settlement. If you experience transmission problems after December 15, 2022 and within the Warranty Extension period, you must first present your vehicle to Nissan for repairs and request warranty coverage. If you have a dispute with Nissan regarding application of the Warranty Extension or its repairs under the warranty, you must first attempt to resolve the dispute through the independent alternative dispute resolution program established as part of the Settlement (“ADR Program”). No lawsuit may be filed before a decision by the ADR program.

How to Get a Benefit

11. What do I need to do to get the benefits of this Settlement?

To remain a Class Member and obtain the Warranty Extension, you do not have to do anything.

Class Members who believe they are eligible to receive reimbursement for transmission repair or replacement (described in Questions 6-8) must fill out and send to the Settlement Administrator a Claim Form. The Claim Form may be obtained at www.AltimaSentraVersaCVTSettlement2022.com or by calling the Settlement Administrator at 1-844-591-0204. The completed Claim Form must be sent to the Settlement Administrator by mail at the address below or via the settlement website by March 15, 2023 **or within thirty (30) days after the date of the repair to your vehicle, whichever is later.**

Nissan CVT Litigation Settlement Administrator
P.O. Box 6150
Novato, CA 94948-6150

Upon receiving a Claim Form from a claimant, the Settlement Administrator will review the documentation and confirm or deny the Class Member’s eligibility for reimbursement.

If you qualify for a \$1,000 Voucher for purchase or lease of a single new Nissan or Infiniti vehicle, you will be notified by the Settlement Administrator. To apply the Voucher, qualified individuals must visit an authorized Nissan or Infiniti dealer, provide their name and government-issued ID, and exercise their Voucher within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable but can be used in addition to all other types of valid discount offers, rebates and incentives. No single Class Member is entitled to more than five (5) Vouchers regardless of the total number of Class Vehicles purchased by that Class Member.

If you believe you are eligible for both a \$1,000 Voucher and reimbursement, you must elect on the Claim Form whether to receive reimbursement or a Voucher. You may not receive both benefits.

Your Rights – Getting Out of the Settlement

12. Can I get out of the Settlement?

You can get out of the Settlement and the Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Nissan independently over any claims you may have.

13. How can I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit: *Minerva Martinez, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00354;
- (2) Your full name, current address and telephone number;
- (3) Your vehicle year and model;
- (4) Your vehicle’s Vehicle Identification Number (VIN);
- (5) A clear statement of your intent to exclude yourself from the Settlement (for example, “Please exclude me from the Settlement”); and
- (6) Your signature and the date you signed it.

You must send your Request for Exclusion postmarked no later than February 13, 2023, to the address below:

Nissan CVT Litigation Settlement Administrator
P.O. Box 6150
Novato, CA 94948-6150

If you do not follow these procedures by the deadline to exclude yourself from the Settlement, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Your Rights – Objecting to the Settlement

14. Can I tell the Court I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you can tell the Court that you do not like the Settlement or some part of it by filing an objection to the Settlement. If you object to the Settlement, you remain a Class Member and cannot exclude yourself.

15. How can I object to the Settlement?

In order to object, you must file the objection and any supporting papers with the Court and mail a copy to the Settlement Administrator. Your objection must contain the following:

- (1) The name of the lawsuit: *Minerva Martinez, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00354;
- (2) Your full name, current address and telephone number;
- (3) The specific model(s) and model year(s) and the approximate date(s) of purchase or lease of your 2017-2018 model year Nissan Altima or 2018-2019 model year Nissan Sentra, Versa, or Versa Note vehicle and whether as of the date of the written objection, you still own or lease the vehicle(s) (for example, “I currently own a 2017 Nissan Altima that I purchased in January 2017.”);
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Current odometer mileage of the vehicle(s) if currently owned or leased;
- (6) Specific reasons for your objection, including the factual and legal grounds for your position;
- (7) Whether the objection applies only to you, a specific subset of the Class, or to the entire Class;
- (8) Evidence and supporting papers, if any, that you want the Court to consider in support of your objection;
- (9) Whether you intend to appear at the Fairness Hearing, and whether you will be represented by separate counsel; and
- (10) Your signature and the date of your signature.

You must file your objection with the Court and mail a copy to the Settlement Administrator via first-class United States Mail postmarked no later than February 13, 2023.

Your objection must be sent to the Court at the following address:

United States District Court for the Middle District of Tennessee, Nashville Division
Minerva Martinez, et al. v. Nissan North America, Inc.
Case No. 3:22-cv-00354
719 Church St., Room 5C
Nashville, TN 37203

A copy of your objection must be sent to the Settlement Administrator at the following address:

Nissan CVT Litigation Settlement Administrator
PO Box 6150
Novato, CA 94948-6150

If you timely file an objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing in order for the Court to consider your objection. If you do not comply with these procedures and deadline for objection, you will lose your opportunity to have your objection considered at the Fairness Hearing or otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

16. What is the difference between excluding and objecting? Can I do both?

Excluding yourself means getting out of the Settlement altogether—you would not be entitled to receive any benefits pursuant to the Settlement, but you will not be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it that you do not like. You cannot do both.

Your Rights – Appearing at the Hearing

17. Can I appear at the Fairness Hearing?

As long as you do not exclude yourself, you can (***but do not have to***) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear as set forth above in Question 15. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than February 13, 2023.

The Lawyers Representing You

18. Do I need to hire my own attorney?

You do not need to hire an attorney, but can if you want to. You, and the entire Class, are already represented by a group of attorneys listed below, who are known as Co-Lead Class Counsel. You do not have to pay for Co-Lead Class Counsel’s services. You may contact Co-Lead Class Counsel if you have any questions about this Notice or Settlement, ***but please do not contact the Court.***

Co-Lead Class Counsel

<p>Melissa S. Weiner PEARSON WARSHAW, LLP 328 Barry Avenue S, Suite 200 Wayzata, MN 55391</p> <p>Natalie Finkelman Bennett MILLER SHAH LLP 1845 Walnut Street, Suite 806 Philadelphia, PA 19103</p> <p>Tarek H. Zohdy CAPSTONE LAW APC 1875 Century Park East, Suite 1000 Los Angeles, CA 90067</p>	<p>Lawrence Deutsch BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103</p> <p>Norberto J. Cisneros MADDOX & CISNEROS, LLP 3230 S. Buffalo Drive, Suite 108 Las Vegas, NV 89117</p>
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If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than February 13, 2023 and serve a copy on the Settlement Administrator at the addresses provided above in Question 15, postmarked no later than February 13, 2023.

19. How much is Class Counsel being paid?

Co-Lead Class Counsel will apply to the Court for reasonable attorneys’ fees and expenses in a total amount up to \$3,500,000. Any award of attorneys’ fees and costs will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Additionally, Co-Lead Class Counsel will apply to the Court for payments of \$5,000 each to the seven (7) Class Representatives for their service to the Class. Any award of payments to the Class Representatives will be paid by Nissan separately from and in addition to any benefits provided to the Settlement Class.

Final Approval of the Settlement

20. *When will the Settlement become final?*

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Fairness Hearing and (a) a Final Order and Judgment has been entered by the Court and the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (b) all such appeals have been dismissed; or (2) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Fairness Hearing, to be held on March 20, 2023 at 1:00 p.m. Central Time, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Co-Lead Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the United States District Court for the Middle District of Tennessee, Nashville Division, Estes Kefauver Federal Building & Courthouse, 719 Church St., Room 5C, Nashville, TN 37203. The Fairness Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Fairness Hearing. If the Court grants final approval to the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or made available to the Class.

21. *What happens if the Settlement is not approved?*

If the Court does not approve the Settlement, Class Members will not be entitled to receive the Settlement benefits described in this Notice. It will be as if no Settlement had been reached and no class had been established.

If You Do Nothing

22. *What if I do not do anything?*

If you do nothing, you will remain a Class Member. You will receive the Warranty Extension benefit of the Settlement automatically, and if you are eligible, you will also receive the Voucher benefit, but any Reimbursement benefits for which you may qualify can be obtained only by timely submitting a Claim Form. In return for these benefits, you will be bound by the terms of the Settlement, which means you will release and cannot bring a lawsuit against Defendant for the claims at issue in this lawsuit. The scope of this release is set forth in the Settlement Agreement. See response to Question 9.

More Information

23. *Where can I get more information?*

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should review additional information available on the Settlement Administrator's dedicated website for this case at www.AltimaSentraVersaCVTSettlement2022.com or you may call the Settlement Administrator at 1-844-591-0204, or you may communicate directly with Co-Lead Class Counsel by contacting the attorneys listed in Question 18.

This Notice, which has been approved by the Court, is only a summary of the Settlement. If you wish to obtain more detailed information, you may review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records and other papers regarding the lawsuit, are available on the Settlement Administrator's dedicated website for this case (www.AltimaSentraVersaCVTSettlement2022.com) and are on file with the Court and available to be inspected at any time during regular business hours at the Clerk's office.

The Clerk of the Court is located at:

United States District Court
Middle District of Tennessee
719 Church St., Room 5C
Nashville, TN 37203

Please do not contact the Court.

Date of Notice: December 15, 2022