

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

RAFAEL SUAREZ, DAISY GONZALEZ,
and RICHARD BYRD, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

Case No.: 3:21-cv-00393-WLC-AN

Hon. William L. Campbell, Jr.

CLASS ACTION

PARTIES' JOINT MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AGREEMENT
AND RELATED RELIEF

Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs Rafael Suarez, Daisy Gonzalez, and Richard Byrd ("Plaintiffs"), and Defendant Nissan North America, Inc. ("NNA") (collectively, the "Parties") hereby move for entry of an Order: (1) granting preliminary approval of the nationwide Class Action Settlement Agreement attached hereto as Exhibit 1; (2) approving the Notice Program¹ and directing commencement of notice as set forth in the Settlement Agreement and Notice Program; (3) conditionally certifying the Settlement Class for settlement purposes; (4) approving the form and content of the Notices attached as Exhibits A-E and the Reimbursement Claim Form attached as Exhibit F to the Settlement Agreement, (5) appointing Plaintiffs as Class Representatives; (6) appointing Timothy N. Mathews, Samantha E. Holbrook, Alex Kashurba, and Zachary Beatty of the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP as Lead Counsel ("Lead Counsel"); (7) appointing John Spragens of Spragens Law

¹ Capitalized terms have the meaning ascribed in the Settlement Agreement.

PC as additional Class Counsel; (8) appointing Kurtzman Carson Consultants (“KCC”) as Settlement Administrator; and (9) and entering an Order setting deadlines for notice, claims, final approval, and other deadlines, and scheduling a final Fairness Hearing.

This motion is based on this Notice of Motion, Plaintiffs’ Memorandum of Law in Support of Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Related Relief, the declarations of Judge Diane M. Welsh (ret.), Timothy N. Mathews, Rafael Suarez, Daisy Gonzales, and Richard Byrd, and all supporting exhibits, the Complaint in this action, and such oral argument and any other matters as the Court may consider in deciding this motion. A proposed Order is attached hereto pursuant to Administrative Order No. 167.

Dated: May 21, 2021

Respectfully submitted,

/s/ Timothy N. Mathews

Timothy N. Mathews (*pro hac vice*)

Samantha E. Holbrook (*pro hac vice*)

Alex M. Kashurba (*pro hac vice*)

Zachary P. Beatty (*pro hac vice*)

CHIMICLES SCHWARTZ KRINER

& DONALDSON-SMITH LLP

One Haverford Centre

361 West Lancaster Avenue

Haverford, PA 19041

Telephone: (610) 642-8500

Facsimile: (610) 649-3633

tnm@chimicles.com

seh@chimicles.com

amk@chimicles.com

zpb@chimicles.com

***Attorneys for Plaintiffs and Proposed Lead
Class Counsel***

John Spragens (TN Bar No. 31445)
SPRAGENS LAW PLC
311 22nd Ave. N.
Nashville, TN 37203
Telephone: (615) 983-8900
john@spragenslaw.com

*Attorneys for Plaintiffs and Proposed Class
Counsel*

Dated: May 21, 2021

Respectfully submitted,

/s/ Brigid Carpenter
Brigid M. Carpenter (TN Bar No. 18134)
**BAKER, DONELSON, BEARMAN,
CALDWELL BERKOWITZ, PC**
1600 West End Avenue
Suite 2000
Nashville, TN 37203
Phone: (615) 726-7341
bcarpenter@bakerdonelson.com

CERTIFICATE OF SERVICE

I hereby certify that on May 24, 2021, I electronically filed the foregoing Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Related Relief with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all parties registered on the CM/ECF system. All other parties (if any) shall be served in accordance with the Federal Rules of Civil Procedure.

/s/ Timothy N. Mathews
Timothy N. Mathews

*Attorney for Plaintiffs and Proposed Lead
Class Counsel*

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vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

) Case No.: 3:21-cv-00393-WLC-AN

) Hon. William L. Campbell, Jr.

) **CLASS ACTION**

**[PROPOSED] ORDER GRANTING THE PARTIES' JOINT MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Rule 23(a) and 23(b) of the Federal Rules of Civil Procedure, the parties seek entry of an order preliminarily approving the settlement of this action pursuant to the Settlement Agreement fully executed between May 6, 2021 and May 9, 2021 (the "Settlement Agreement" or "Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Action and dismissal of the Action with prejudice; and

The Court, having read and considered the Settlement Agreement and all exhibits thereto, the Parties' Joint Motion for Preliminary Approval, and Plaintiffs' brief in support thereof, hereby GRANTS the motion.

IT IS HEREBY ORDERED as follows:

1. This Order incorporates by reference the definitions in the Agreement, and all terms used in this Order shall have the same meanings as set forth in the Agreement.

2. This Court has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Defendant Nissan North America, Inc. (“NNA” or “Defendant”), and any party to any agreement that is part of or related to the Settlement.

3. The Court preliminarily approves the Settlement as being fair, reasonable, and adequate, and finds that it otherwise meets the criteria for approval, subject to further consideration at the Final Fairness Hearing described below, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows:

All United States residents who are current or former owners or lessees of all model year 2013–2018 Nissan Altimas, except the following excluded vehicles:

| Model Years | Trim | Package/Edition (if applicable) |
|-------------|---------|---------------------------------|
| 2013-2018 | 3.5L SL | |
| 2017 | 3.5L SR | |
| 2016-2017 | 2.5L SR | with LED Appearance package |
| 2016-2018 | 2.5L SR | with Tech package |
| 2017 | 2.5L SR | Midnight Edition |

For clarity, the Settlement Class Vehicles include all 2013-2018 Altimas manufactured with halogen headlamps, and excludes 2013-2018 Altimas manufactured with Xenon or LED headlamps.

Excluded from the Settlement Class are officers and directors of NNA or its parents and subsidiaries, and any Judge to whom the litigation is assigned. Also excluded are Settlement Class Members who timely Opt Out or exclude themselves from the Settlement.

5. The Court preliminarily finds that the Settlement is likely to receive final approval and class certification, specifically that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of

the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints Timothy N. Mathews, Samantha E. Holbrook, Alex M. Kashurba, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041 as Lead Class Counsel, and John Spragens of Spragens Law PC, 311 22nd Ave. N., Nashville, Tennessee 37203 as additional Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

7. The Court appoints Plaintiffs Rafael Suarez, Daisy Gonzalez, and Richard Byrd to serve as class representatives for settlement purposes on behalf of the Settlement Class.

8. The Court appoints Kurtzman Carson Consultants, LLC (“KCC”) as the Settlement Administrator.

9. The Mailed Notice, Reimbursement Claim Form, Publication Notice, Full Notice, Out-of-Warranty Notice and Claim Form, and Effective Date Notice, are approved for dissemination, subject to any non-material changes to which the Parties may agree.

10. The Court approves the notice plan set forth in the Settlement Agreement. To the extent any deadlines set forth in the Settlement vary from deadlines set in this Order, however, this Order controls. The Court finds that the mailing of the Mailed Notice and publication of the Publication Notice in the manner and form set forth in the Agreement, along with the other forms of notice provided therein, including the Digital Publication Notice and the Settlement Website, satisfies due process, constitutes the best notice practicable under the circumstances, and shall

constitute due and sufficient notice to all Settlement Class Members entitled to such notice. Notice shall be completed not more than 91 days from entry of this Order. The Court authorizes the Parties to make non-material modifications to the notices and claim forms if they jointly agree that any such changes are appropriate under the circumstances.

11. If Settlement Class Members do not wish to participate in the Settlement Class, they may exclude themselves by timely delivering a written request for exclusion to the Settlement Administrator's address listed on the Mailed Notice and the Settlement Website. All requests by Settlement Class Members to be excluded from the Settlement Class must be in writing and postmarked on or before one hundred and nineteen (119) days after the entry of this Preliminary Approval Order. The Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Class Counsel within seven (7) days prior to the Final Fairness Hearing. Plaintiffs will file with their Reply in Support of the Final Approval Motion the list of persons and entities that properly excluded themselves from the Settlement Class. The list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

12. Any Settlement Class Member's written Request for Exclusion shall state in writing: (a) the Settlement Class Member's full name, current address and telephone number; (b) the model, model year, date of acquisition and vehicle identification number ("VIN") of the Settlement Class Vehicle; and (c) specifically and unambiguously state in writing his or her desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the Settlement. No Request for Exclusion will be valid unless all of the information described above is included. All Settlement Class Members who exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound

by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against the Released Parties.

13. A request for exclusion by a *current* owner of a Settlement Class Vehicle does not exclude from the Settlement a *former* owner of the same Settlement Class Vehicle. A request for exclusion by a *former* owner of a Settlement Class Vehicle does not exclude from the Settlement a *current* owner of the same Settlement Class Vehicle.

14. To state an objection to the Settlement, an objecting Settlement Class Member must in writing provide: (a) the objector's full name, current address, and telephone number; (b) the model, model year, date of acquisition, vehicle identification number ("VIN") of the Settlement Class Vehicle, and a statement whether the objecting Settlement Class Member is a current or former owner or lessee of the vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (c) a specific statement of all grounds for the objection and, if applicable, any legal support for the objection; (d) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (f) a list of all class action settlements to which the Class Member has objected in the past four (4) years, if any; (g) copies of any papers, briefs, or other documents upon which the objection is based; (h) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing either personally or through counsel; and (i) the signature of the Settlement Class Member.

15. Objections must be served by first-class mail and *received* within one hundred and nineteen (119) days of the entry of this Preliminary Approval Order by each of the following: (1)

Clerk of the Court, United States District Court for the Middle District of Tennessee, Estes Kefauver Federal Building & Courthouse, 801 Broadway, Room 800, Nashville, TN 37203; (2) Timothy N. Mathews, Chimicles Schwartz Kriner & Donaldson-Smith, LLP, 361 West Lancaster Avenue, Haverford, PA 19041; and (3) Brigid Carpenter, Baker Donelson PC, 1600 West End Avenue, Suite 2000, Nashville, TN 37203.

16. Any Settlement Class Member who does not make his or her objections in the manner provided herein shall be deemed to have waived such objections and shall forever be foreclosed from making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and the judgment approving the Settlement.

17. The Court hereby establishes the following deadlines and schedules the Final Fairness Hearing as follows:

| Event | Deadline Stated in Number of Days From Entry of Preliminary Approval Order | Date |
|---|---|-------------|
| Settlement Website Posted | 7 days after preliminary approval Order | |
| Notice Date (i.e., deadline to complete mailed and publication notice) | 91 days after preliminary approval Order | |
| Deadline to file Motion for Attorneys' Fees and Incentive Awards | 56 days after preliminary approval Order granted | |
| Deadline to file Motion for Final Approval | 56 days after preliminary approval Order granted | |
| Objection/Opt-out Deadline | 119 days after preliminary approval Order granted | |
| Deadline to file Reply in Support of Attorneys' Fees and Incentive Awards | 14 days before Fairness Hearing | |

| | | |
|--|---|--|
| Reply in Support of Final Approval | 14 days before Fairness Hearing | |
| Final Fairness Hearing | \geq 147 days after Preliminary Approval is Granted | |
| Claims Deadline For Reimbursement Claims | 180 days from Notice Date | |

18. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Fairness Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

19. Information about how to join the Final Fairness hearing, whether it is held in-person or by other means, shall be provided in a manner to be directed by the Court to the parties and to any Objecting Settlement Class Member who serves a timely objection with notice of intent to appear at the Fairness hearing.

IT IS SO ORDERED on this _____ day of _____, 2021.

HONORABLE WILLIAM L. CAMPBELL, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

RAFAEL SUAREZ, DAISY
GONZALEZ, and RICHARD BYRD,
individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

Case No.:

**CLASS ACTION
SETTLEMENT AGREEMENT**

CLASS ACTION

TABLE OF CONTENTS

| | | |
|-------|---|----|
| I. | RECITALS | 1 |
| II. | DEFINITIONS | 5 |
| III. | ESTABLISHMENT OF A SETTLEMENT CLASS | 16 |
| IV. | SETTLEMENT BENEFITS | 17 |
| | A. Extended Warranty | 17 |
| | B. Out-of-Warranty Repair Window of Opportunity | 19 |
| | C. Warranty on Replacement Headlamp Assemblies | 22 |
| | D. Reimbursement for Out of Pocket Costs for Past Repairs Up to Notice Date | 22 |
| | E. Reimbursement of Out-of-Pocket Costs for Repairs After Notice Date, But Before Effective Date | 24 |
| V. | NOTICE AND ADMINISTRATION | 25 |
| | A. Notice | 25 |
| | B. Administration of Reimbursement Claims..... | 30 |
| | C. Administration of the Out-of-Warranty Repair Window..... | 35 |
| VI. | ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS | 36 |
| VII. | OBJECTIONS AND REQUESTS FOR EXCLUSION..... | 39 |
| | A. Exclusions/Opt Outs | 39 |
| | B. Objections..... | 40 |
| VIII. | FILING THE COMPLAINT, AND PRELIMINARY AND FINAL APPROVAL..... | 44 |
| IX. | RELEASES AND DISMISSAL OF THE ACTION AND | |

| | |
|---|----|
| JURISDICTION OF THE COURT..... | 45 |
| X. REPRESENTATIONS AND WARRANTIES | 48 |
| XI. NO ADMISSION OF LIABILITY | 49 |
| XII. ADDITIONAL TERMS | 49 |

INDEX OF EXHIBITS

| | |
|-----------|---------------------------------------|
| Exhibit A | Effective Date Notice |
| Exhibit B | Full Notice |
| Exhibit C | Mailed Notice |
| Exhibit D | Out-of-Warranty Notice and Claim Form |
| Exhibit E | Publication Notice |
| Exhibit F | Reimbursement Claim Form |

**CLASS ACTION
SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement and Release (the “Settlement” or “Agreement”) is entered by and between Rafael Suarez, Daisy Gonzalez and Richard Byrd (collectively, “**Plaintiffs**” or “**Representative Plaintiffs**”), individually and as representatives of the Settlement Class (as defined below), and Nissan North America, Inc. (“**Defendant**” or “**NNA**”). Collectively, Plaintiffs and NNA shall be referred to as the “**Parties**” and each as a “**Party.**”

The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the above-captioned lawsuit, to be filed upon execution of this Agreement, in the United States District Court for the Middle District of Tennessee (the “**Action**”), pursuant to the terms of this Settlement, and all matters raised or that could have been raised therein, subject to the terms and conditions hereof and approval by the Court.

I. RECITALS

1. WHEREAS, this Action and proposed Settlement arise out of an alleged defect that causes the interior reflective surface of the low beam projector headlamps in 2013–2018 Nissan Altima vehicles that are equipped with halogen headlamps to delaminate, outgas, burn, or otherwise deteriorate, resulting in significant loss of headlamp brightness (the “**Alleged Defect**”);

2. WHEREAS, on May 20, 2019, Plaintiff Rafael Suarez, on behalf of himself and others similarly situated, served NNA with a pre-suit notification of claims for breach of express and implied warranty and violation of state consumer protection laws and common law, and demand for relief;

3. WHEREAS, on July 17, 2019, in order to facilitate potential pre-suit settlement discussion, NNA and Mr. Suarez, on behalf of himself and others similarly situated, negotiated and entered into a nationwide tolling agreement, which tolled all statutes of limitations and repose for claims arising out of the Alleged Defect;

4. WHEREAS, on November 13, 2019, additional Plaintiffs Daisy Gonzalez and Richard Byrd, on behalf of themselves and other similarly situated, served NNA with a pre-suit notification of claims for breach of express and implied warranty and violation of consumer protection laws and a demand for relief;

5. WHEREAS, in 2018, NNA modified the design of the headlamp projector cup for '13-'18 Altimas with halogen headlamps in order to address delamination and implemented this Countermeasure on all service parts manufactured December 2018, or later;

6. WHEREAS, Plaintiffs, through their counsel, Chemicles Schwartz Kriner & Donaldson-Smith LLP ("Lead Class Counsel"), between February 4,

2020 and April 9, 2021, obtained document discovery from NNA related to the Alleged Defect and the Countermeasure that was adopted by NNA in 2018 to address the Alleged Defect;

7. WHEREAS, Lead Class Counsel conducted extensive legal and factual research concerning the Alleged Defect and claims on behalf of consumers; were contacted by over 1,200 putative class members; obtained samples of the allegedly defective headlamps from several putative class members; conducted a survey of over 300 putative class member respondents; and retained a qualified consulting headlamp expert to provide expert advice and analysis of the Alleged Defect and NNA's Countermeasure;

8. WHEREAS, beginning around June 2019, the Parties engaged in numerous direct discussions about the Alleged Defect, the Countermeasure, and the contours of a potential settlement and, thereafter, mutually agreed to participate in mediation with the Honorable Diane M. Welsh (Ret.) of JAMS;

9. WHEREAS, the Parties exchanged mediation briefs, participated in three full-day mediations with Judge Welsh on August 3, 2020, September 30, 2020, and November 4, 2020, exchanged several settlement negotiation letters, participated in numerous telephonic settlement discussions through their counsel, and reached agreement on all material terms of this Settlement with the assistance of Judge Welsh;

10. WHEREAS, the Parties reached agreement on all other material terms of the Settlement prior to negotiating Plaintiffs incentive awards and an award of attorneys' fees and expenses, which negotiation began in the afternoon of the final mediation session and was finally resolved with the assistance of Judge Welsh several weeks later;

11. WHEREAS, the Parties, following informal discovery, investigation, and careful analysis of their respective claims and defenses, and with full understanding of the risks, expense, and uncertainty of litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Complaint by or on behalf of Plaintiffs and the Settlement Class Members (defined below) with respect to the allegations and claims in the Complaint;

12. WHEREAS, the Parties agree that this Settlement does not constitute and shall not be construed as any admission of liability or wrongdoing on the part of NNA, which is expressly denied, or that Plaintiffs' claims or similar claims are, or would be, suitable for class treatment if the Action proceeded through litigation and trial;

13. WHEREAS, Plaintiffs, through their counsel, have obtained confirmatory discovery from NNA related to the Alleged Defect and the Countermeasure to confirm that the terms herein are fair, reasonable, and adequate to Plaintiffs and Class Members;

14. WHEREAS, the Parties estimate that the Settlement benefits current and former owners of approximately 1.43 million Class Vehicles;

15. WHEREAS, the Parties estimate that the average out-of-pocket cost to replace a pair of allegedly defective headlamps is typically between \$600 and \$800;

16. WHEREAS, the Parties agree that the financial value of the extended warranty, cash reimbursement program, and other benefits made available to Settlement Class Members under this Settlement likely exceeds \$50,000,000;

17. WHEREAS, this Settlement Agreement is the result of arm's-length negotiations between the Parties and was reached after three full-day mediation sessions before the Honorable Diane M. Welsh (Ret.), several additional discussions with the mediator, and several months of direct negotiation, and, in the view of counsel for the Parties is fair, adequate, and reasonable;

18. NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

II. DEFINITIONS

19. “**Action**” means the above captioned lawsuit, *Rafael Suarez et al. v. Nissan North America Inc.*, which will be filed in the United States District Court for the Middle District of Tennessee after execution of this Agreement.

20. **“Agreement”** or **“Settlement”** means this stipulation and agreement of settlement.

21. **“Attorneys’ Fee and Expense Award”** means the amount awarded by the Court to Class Counsel to compensate them for all attorneys’ fees, costs, and expenses incurred in connection with the Action and achieving the Settlement.

22. **“Authorized Nissan Dealer or Dealership”** means an automotive dealership in the United States that holds an active franchise with NNA entitling the dealership to sell new Nissan vehicles and/or service Nissan vehicles.

23. **“CAFA Notice”** means the notice of the proposed settlement as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

24. **“Claims Period”** means the period beginning on the Notice Date and ending one hundred eighty (180) days after the Notice Date, by which date all Reimbursement Claim Forms must be postmarked or submitted online to the Settlement Administrator.

25. **“Complaint”** means the complaint in the above captioned action based on the Alleged Defect, which Plaintiffs will file in the Middle District of Tennessee as soon as practicable after execution of this Agreement.

26. **“Costs of Notice and Administration”** means all reasonable fees and expenses incurred for the costs of notice and administration of the settlement, including for: (1) preparation, mailing, and emailing of all notices, including the

Mailed Notice, the Out-of-Warranty Notice and Claim Form, the Effective Date Notice, and CAFA Notice; (2) costs of Publication Notice; (3) costs of Digital Publication Notice; (4) receipt and adjudication of claims submitted by Settlement Class Members under this Settlement, including the costs of administering a Settlement Website, a toll-free number, and mailing and processing opportunities to cure deficiencies; (5) receipt and processing of Objections to the Settlement and Opt-Out forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (6) preparation of status reports by the Settlement Administrator to the Parties and the Court; (7) preparation of tax returns for any settlement bank accounts; (8) distribution of settlement payments for Reimbursement of Repair Expenses; and (9) other costs of notice and administration of the Settlement incurred by the Settlement Administrator.

27. **“Countermeasure”** means the modification of the design of Headlamp Assemblies NNA implemented in service parts to address the issue of delamination.

28. **“Court”** refers to the United States District Court for the Middle District of Tennessee.

29. **“Dealer Bulletin”** means the dealer bulletin NNA will provide to Authorized Nissan Dealers explaining the terms of the Extended Warranty and the Out-of-Warranty Repair Window program.

30. **“Digital Publication Notice”** means internet banner advertisements and/or sponsored links to the Settlement Website.

31. **“Effective Date”** means the date on which the Settlement and Final Judgment have become “final” in that all of the following conditions have been satisfied:

- (1) The Final Judgment has been entered; and
- (2)(a) The time for filing or noticing any appeal, petition for review, or motion for reconsideration has expired; or
- (2)(b) If an appeal, review, or reconsideration is sought from the Final Judgment, the later of: (i) the date on which the Final Judgment is affirmed and is no longer subject to judicial review; or (ii) the date on which the appeal, petition for review, or motion for reconsideration is dismissed or denied and the Final Judgment is no longer subject to judicial review.

32. **“Effective Date Notice”** means the postcard notice, in substantially the same form attached as Exhibit A, that will be sent to current owners of Settlement Class Vehicles whose Extended Warranty coverage will expire within twenty-one (21) days after the Effective Date, notifying them of the date of expiration of their Extended Warranty and the thirty (30) day grace period provided in paragraph 82 below.

33. **“Evidence of a Qualifying Out-of-Pocket Expense”** means documentation sufficient to show the amount of out-of-pocket cost for a Qualifying Repair and includes all out-of-pocket costs incurred in connection with replacing Headlamp Assemblies, such as parts, materials, and/or labor. Such documentation may include work orders, invoices, or similar documents and may be supported by cancelled checks or credit card statements. It is not necessary for the Evidence of a Qualifying Out-of-Pocket Expense to reflect a reason for the Headlamp Assembly replacements, provided the Class Member also signs the attestation on the Reimbursement Claim Form, declaring under penalty of perjury, to the best of his/her knowledge and recollection, that he/she incurred the Qualifying Out-of-Pocket Expense due to problems with dimming/brightness of his/her headlights.

34. **“Extended Warranty”** means the three (3) year extended warranty coverage on Headlamp Assemblies described in section IV.A below.

35. **“Extended Warranty Period”** means the six (6) year period during which a Settlement Class Vehicle is covered under the original three (3) year New Vehicle Limited Warranty plus the additional three (3) year extended warranty coverage on Headlamp Assemblies described in section IV.A below.

36. **“Fairness Hearing”** means the hearing at which the Court will consider and finally approve the Agreement as fair, reasonable, and adequate, certify the Class for settlement purposes, award Attorneys’ Fees and Expenses,

including Plaintiff Service Awards, enter the Judgment, and make such other final rulings as are contemplated by this Settlement Agreement.

37. **“Final Order and Judgment”** means the Order and Judgment to be entered by the Court in the Action finally approving this Settlement Agreement and dismissing the Action with prejudice.

38. **“Full Notice”** means the long-form notice, in substantially the same form attached as Exhibit B, that will be posted on the Settlement Website.

39. **“Headlamp Assembly”** means the headlamp assembly used in Settlement Class Vehicles equipped with halogen headlights.

For clarity, the following diagram, Figure 1, shows a typical headlamp assembly:

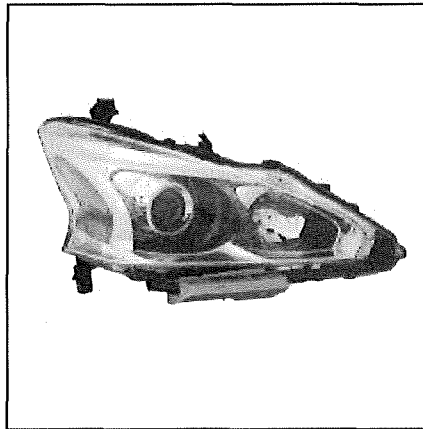


Figure 1

40. **“Headlamp Delamination”** means deterioration, dulling, outgassing, or burning of the reflective surface of the low beam reflector cup in Headlamp Assemblies, resulting in low beam headlight dimming.

41. **“Headlight Bulb”** means the light bulb used within a Headlamp Assembly.

For clarity, the following diagram, Figure 2, shows an example of a headlight bulb:



Figure 2

42. **“Lead Class Counsel”** means Timothy Mathews, Samantha E. Holbrook, Alex M. Kashurba, and Zachary P. Beatty of the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041.

43. **“Independent Repair Facility”** means any vehicle service provider or mechanic who is not an Authorized Nissan Dealer.

44. **“Local Counsel”** means counsel to be selected by Lead Class Counsel to serve as local counsel for the purposes of filing in the Middle District of Tennessee.

45. **“Mailed Notice”** means the summary notice, in substantially the same form attached as Exhibit C, that will be sent via first class mail to all Settlement Class Members.

46. **“New Vehicle Limited Warranty”** means the three (3) year base limited warranty that NNA provided on all new Settlement Class Vehicles at the time of purchase or lease.

47. **“NNA”** or **“Defendant”** means Nissan North America, Inc.

48. **“NNA’s Counsel”** means Brigid Carpenter of the law firm Baker Donelson Bearman Caldwell & Berkowitz, PC, 1600 West End Avenue, Suite 2000, Nashville, Tennessee 37203.

49. **“Notice Date”** means twenty-eight (28) days after the Court enters the Preliminary Approval Order and is the deadline for the Settlement Administrator to complete the original mailing of the Mailed Notice and Publication Notice to Settlement Class Members.

50. **“OEM Parts”** means Original Equipment Manufacturer parts that are authorized by NNA.

51. **“Opt-Out/Objection Deadline”** means the date fifty-six (56) days after the Court grants Preliminary Approval and shall be specified on the Mailed Notice, Full Notice, Publication Notice, and Settlement Website.

52. **“Out-of-Warranty Claim Form”** means the claim form, in substantially the same form included as an attachment to the Out-of-Warranty Notice (Exhibit D), that Out-of-Warranty Class Members must timely complete in order to receive free Headlamp Assembly replacements in the Out-of-Warranty Repair Window. The Out-of-Warranty Claim Form will be a detachable, prepaid return postcard attached to the Out-of-Warranty Notice and Claim Form and will also be available to be completed and submitted on the Settlement Website.

53. **“Out-of-Warranty Class Members”** means Settlement Class Members who are current owners of Settlement Class Vehicles as of the Effective Date and whose Extended Warranty coverage will have expired as of the Effective Date.

54. **“Out-of-Warranty Notice and Claim Form”** means the notice, in substantially the same form attached as Exhibit D, that will be sent to Class Members whose vehicles will be outside of the Extended Warranty as of the Effective Date.

55. **“Out-of-Warranty Repair Window”** means the six (6) month window of time, beginning the 66th day after the Effective Date, during which

Out-of-Warranty Class Members who submit a timely Out-of-Warranty Claim Form can receive free Headlamp Assembly replacements as described in paragraphs 83-88 below.

56. **“Parties”** means Plaintiffs and NNA.

57. **“Plaintiffs”** or **“Representative Plaintiffs”** means Rafael Suarez, Daisy Gonzalez, and Richard Byrd.

58. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the terms of the Settlement Agreement as fair, adequate, and reasonable, including the Court’s approval of the form and manner of giving notice to Settlement Class Members, and provisionally certifying the Settlement Class and appointing Class Counsel.

59. **“Publication Notice”** means the notice, in substantially the same form attached as Exhibit E, that will be published pursuant to the publication notice plan set forth in paragraph 112, below.

60. **“Qualified Settlement Fund”** means a fund that the Settlement Administrator will establish pursuant to 26 CFR §468B-1 and NNA will fund to reimburse Class Members for Qualifying Out-of-Pocket Expense.

61. **“Qualifying Out-of-Pocket Expense”** means out-of-pocket expense incurred by a Class Member in order to replace one or more Headlamp Assemblies on a Class Vehicle, and can include costs for parts, shipping, labor charges, and

sales tax as examples. Qualifying Out-of-Pocket Expense does not include out-of-pocket expense incurred to replace Headlight Bulbs, which are not covered by this Settlement.

62. **“Qualifying Repair”** means the replacement of one or both Headlamp Assemblies due to dimming.

63. **“Reimbursement Claim Form”** means the form attached hereto as Exhibit F for Class Members who seek reimbursement for Qualifying Repair Costs.

64. **“Released Claims”** means all claims released pursuant to the release and waiver set forth in Section IX of this Agreement.

65. **“Released Parties”** means NNA and (a) its predecessors and successors in interest, parents, subsidiaries, affiliates, franchisees and assigns; and (b) its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers.

66. **“Replacement Headlamp Assembly”** means a Headlamp Assembly manufactured with the Countermeasure.

67. **“Service Awards”** means the \$5,000 awards that NNA has agreed to pay to each of the three named Plaintiffs, who served as representatives in the Action, upon finalization of the Settlement Agreement and approval by the Court.

68. “**Settlement Administrator**” means Kurtzman Carson Consultants, LLC or “KCC”.

69. “**Settlement Class Vehicles**” means all model year 2013–2018 Nissan Altimas, except the following excluded vehicles:

| Model Years | Trim | Package/Edition (if applicable) |
|-------------|---------|---------------------------------|
| 2013-2018 | 3.5L SL | |
| 2017 | 3.5L SR | |
| 2016-2017 | 2.5L SR | with LED Appearance package |
| 2016-2018 | 2.5L SR | with Tech package |
| 2017 | 2.5L SR | Midnight Edition |

For clarity, the Settlement Class Vehicles include all ’13-’18 Altimas manufactured with halogen headlamps, and excludes ’13-’18 Altimas manufactured with Xenon or LED headlamps.

70. “**Settlement Class**” and “**Settlement Class Members**” mean all United States residents who are current or former owners or lessees of the Settlement Class Vehicles. Excluded from the Settlement Class are officers and directors of NNA or its parents and subsidiaries, and any Judge to whom the litigation is assigned. Also excluded are Settlement Class Members who timely Opt Out or exclude themselves from the Settlement under the procedure specified in Section VII.A, below.

71. “**Settlement Website**” means the website dedicated to this Settlement that will be accessible at www.AltimaHeadlightSettlement.com.

III. ESTABLISHMENT OF A SETTLEMENT CLASS

72. For purposes of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the Settlement Class, the appointment of Plaintiffs as representatives of the Settlement Class, and the appointment of Class Counsel as counsel for the Settlement Class. If, for any reason, this Agreement should fail to become effective, Defendant's stipulation shall be null and void, and the Parties shall return to their prior positions in the Action.

IV. SETTLEMENT BENEFITS

A. Extended Warranty

73. Starting on the Effective Date, NNA agrees to provide three (3) years of Extended Warranty coverage for Headlamp Delamination on all Settlement Class Vehicles, in addition to original New Vehicle Limited Warranty, meaning that NNA will provide a total of six (6) years of coverage for Headlamp Delamination.

74. In order to receive free Replacement Headlamp Assemblies under the Extended Warranty, Settlement Class Members must present their vehicle to an Authorized Nissan Dealer within the New Vehicle Limited Warranty or Extended Warranty Period.

75. The Extended Warranty will be subject to the same terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicle, which excludes coverage for, among other things, damage resulting from alteration, tampering, improper repair, and misuse.

76. The Extended Warranty will cover all costs (including parts, labor, and materials, if any) associated with replacing Headlamp Assemblies on Settlement Class Vehicles suffering from Headlamp Delamination at an Authorized Nissan Dealer.

77. Authorized Nissan Dealers will be reimbursed at the usual warranty rates for the cost and labor of replacing Headlamp Assemblies under the Extended Warranty. Reimbursement rates will not be reduced or modified for this campaign in any way that would create a disincentive for Authorized Nissan Dealers to replace Headlamp Assemblies for qualified Settlement Class Members.

78. The Extended Warranty is fully transferable to future owners of a Settlement Class Vehicle during the duration of its coverage.

79. NNA will provide notification of the terms of Extended Warranty and technical guidance on diagnosing Headlamp Delamination to its Authorized Nissan Dealers through the Dealer Bulletin and other documents or communications deemed necessary or appropriate in the sole discretion of NNA.

80. The Dealer Bulletin shall also provide contact information for NNA Consumer Affairs that Authorized Nissan Dealers can provide to Settlement Class Members should any dispute arise with the dealer regarding the Extended Warranty, along with contact information for Lead Class Counsel.

81. Nothing in this Settlement Agreement will be construed as adding to, diminishing, or otherwise affecting any express or implied warranty, duty, or contractual obligation of NNA in connection with the Settlement Class Vehicles, except as it relates to the Headlamp Assemblies as set forth herein.

82. Settlement Class Members whose Extended Warranty will expire on, or within twenty-one (21) days after, the Effective Date shall have a grace period of not less than thirty (30) days after the Effective Date in order to present their Class Vehicle to an Authorized Nissan Dealership for Replacement Headlamp Assemblies under the Extended Warranty. To illustrate, if the Effective Date is June 1, 2021, and a Settlement Class Member's Extended Warranty coverage will expire on June 10, 2021, s/he shall have until July 1, 2021, to present his/her vehicle to an Authorized Nissan Dealership. The Effective Date Notice shall be mailed to these Settlement Class Members within five (5) days after the Effective Date, as described more fully in paragraph 117 below, to inform them of their Extended Warranty expiration date and the grace period. Nothing in this paragraph

prevents NNA from affording Settlement Class Members an additional grace period or goodwill in NNA's sole discretion.

B. Out-of-Warranty Repair Window of Opportunity

83. For Settlement Class Members whose Extended Warranty coverage is expired on the Effective Date, NNA will provide a six-month window of opportunity to receive free Replacement Headlamp Assemblies to remedy Headlamp Delamination subject to the terms and conditions described in Paragraphs 84-88 of this Agreement.

84. Prior to the Effective Date, NNA and the Settlement Administrator, will identify all Class Members who are current owners of Settlement Class Vehicles for which the Extended Warranty coverage will be expired as of the expected Effective Date, i.e., the Out-of-Warranty Class Members.

85. Using address data obtained from state registration records, as described more fully in paragraphs 102-104, below, within five (5) days of the Effective Date, the Settlement Administrator will send the Out-of-Warranty Notice and Claim Form to the Out-of-Warranty Class Members.

86. The Out-of-Warranty Notice and Claim Form will include a tear-off, prepaid return, postcard claim form, which shall be prefilled with each Out-of-Warranty Class Member's name, address, the VIN of their Settlement Class Vehicle, and other information needed to perfect their Out-of-Warranty Repair

Window claim. Out-of-Warranty Class Members who have experienced Delaminated Headlamps and wish to obtain free Replacement Headlamp Assemblies must return the postcard claim form to the Settlement Administrator, or complete the Out-of-Warranty Claim Form on the Settlement Website, within sixty-five (65) days of the Effective Date. Such claim forms shall be deemed timely if postmarked or submitted online by the 65th day after the Effective Date.

87. On a rolling basis, not less than every ten (10) days, the Settlement Administrator shall provide the Parties with a summary of the number of Out-of-Warranty Class Members who timely return Out-of-Warranty Claim Forms, as well as other data concerning such claims as the parties may request. NNA will take reasonable measures to ensure an adequate supply of Replacement Headlamp Assembly service parts, manufactured with the Countermeasure, is available during the Out-of-Warranty Repair Window period based on the number of Out-of-Warranty Claim Forms received, as reported by the Settlement Administrator.

88. Each Out-of-Warranty Class Member who timely submits such Out-of-Warranty Claim Form shall then have up to six (6) months after the claim form deadline (i.e., beginning on the 66th day after the Effective Date and ending 180 days thereafter) to present their vehicle to an Authorized Nissan Dealer to obtain free Replacement Headlamp Assemblies for Delaminated Headlamps. The Out-of-Warranty Notice and Claim Form shall specify the beginning and end of the six-

month window within which Out-of-Warranty Class Members who return the Out-of-Warranty Claim Form may seek free Replacement Headlamp Assemblies through Authorized Nissan Dealers.

C. Warranty on Replacement Headlamp Assemblies

89. NNA agrees that its Limited Warranty on Genuine Nissan Replacement Parts to correct defects in materials or workmanship for the earlier of one year or 12,000 miles will apply to all Replacement Headlamp Assemblies provided through the Extended Warranty or the Out-of-Warranty Repair Window programs.

D. Reimbursement for Out of Pocket Costs for Past Repairs Up to Notice Date

90. In addition to the Extended Warranty and Out-of-Warranty Repair Window, NNA further agrees to reimburse all Qualifying Out-of-Pocket Expenses incurred by Settlement Class Members for Headlamp Assembly replacements prior to the Notice Date so long as Class Members submit a timely Reimbursement Claim Form and Evidence of a Qualifying Out-of-Pocket Expense pursuant to the terms herein.

91. The Settlement Administrator shall establish, and NNA shall fund, a Qualified Settlement Fund from which the Settlement Administrator shall reimburse Class Members for Qualifying Out-of-Pocket Expenses.

92. NNA shall reimburse all Qualifying Out-of-Pocket Expenses without limitation as to amount for any Qualifying Repair performed by an Authorized Nissan Dealer.

93. For Qualifying Repairs performed by an Independent Repair Facility, NNA shall reimburse all Qualifying Out-of-Pocket Expenses up to a total cap of \$1,200 per replacement event.

94. For Settlement Class Members who performed the repair themselves, NNA will also reimburse Qualifying Out-of-Pocket Expenses, which, for clarity, includes the cost of the replacement parts, including shipping, sales tax, etc., up to \$1,200 per replacement event.

95. Class Members can claim reimbursement of Qualifying Out-of-Pocket Expenses for more than one replacement of the same Headlamp Assemblies provided their Evidence of a Qualifying Out-of-Pocket Expense reflects replacement with OEM Parts. Class Members can claim only one reimbursement for replacement of the same Headlamp Assembly if it was replaced with aftermarket parts. To illustrate, a Class Member who replaced both Headlamp Assemblies in 2016 with an OEM Headlamp Assembly, and then replaced both Headlamp Assemblies again in 2019, can seek reimbursement for both. A Class Member who replaced both Headlamp Assemblies in 2016 with aftermarket

Headlamp Assemblies, and then replaced both Headlamp Assemblies again in 2019, can only be reimbursed for the first replacement.

96. Reimbursement Claim Forms must be postmarked (for mailed claims) or submitted (for online claims) within one hundred eighty (180) days after the Notice Date.

97. In order to be eligible for reimbursement, a Settlement Class Member must submit, along with a timely and properly completed claim form, Evidence of a Qualifying Out-of-Pocket Expense. The Reimbursement Claim Form shall state that by signing, the claimant declares under penalty of perjury, to the best of his/her knowledge and recollection, that he/she incurred the Qualifying Out-of-Pocket Expense due to problems with dimming/brightness of his/her low beam headlights.

E. Reimbursement of Out-of-Pocket Costs for Repairs After Notice Date, But Before Effective Date

98. The Parties recognize that some Class Members may wish to obtain Replacement Headlamp Assemblies after the Notice date but before the Effective Date. NNA will reimburse such Class Members for Qualifying Out-of-Pocket Expense provided that: (1) such replacement is performed solely by an Authorized Nissan Dealer; (2) their vehicle is within the Extended Warranty period at the time of replacement; and (3) they submit a properly completed Claim Form that is postmarked (for mailed claims) or submitted (for online claims) within one

hundred eighty (180) days after the Notice Date and Evidence of a Qualifying Out-of-Pocket Expense paid to an Authorized Nissan Dealer.

V. NOTICE AND ADMINISTRATION

99. NNA agrees to pay all Costs of Notice and Administration and shall be responsible for the reasonable costs billed by the Settlement Administrator.

A. Notice

100. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall serve the CAFA Notice upon the Attorneys General of each U.S. State in which Settlement Class Members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

101. Within twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Mailed Notice and Reimbursement Claim form to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members, substantially in the forms attached hereto as Exhibits C and E, respectively.

102. For purposes of identifying Settlement Class Members, NNA will provide the Settlement Administrator with Vehicle Identification Number (VIN) information for all Settlement Class Vehicles. Using this VIN information, the

Settlement Administrator will obtain address data for the Class Members from a qualified third-party, such as IHS/R.L. Polk, that maintains databases related to the automobile industry and which specializes in obtaining such information from, *inter alia*, the Department of Motor Vehicles of all fifty (50) states in the United States and its territories, including Puerto Rico.

103. Prior to mailing the Mailed Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners. For each individual Mailed Notice that is returned as undeliverable, the Settlement Administrator shall re-mail the Mailed Notice where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Settlement Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Mailed Notices to the extent any new and current addresses are located.

104. The Settlement Administrator shall diligently, and/or as reasonably requested by Class Counsel, report to Class Counsel the number of individual Mailed Notices originally mailed to Settlement Class Members, the number of individual Mailed Notices initially returned as undeliverable, the number of additional individual Mailed Notices mailed after receipt of a forwarding address,

and the number of those additional individual Mailed Notices returned as undeliverable.

105. The Settlement Administrator shall, upon request, provide Class Counsel with the names and addresses of all Settlement Class Members to whom Settlement Administrator sent a Mailed Notice pursuant to this section.

106. Within seven (7) days of the Preliminary Approval Order, the Settlement Administrator shall also establish the Settlement Website, and a toll-free telephone number, which shall include the access to live operators and Interactive Voice Response.

107. The Settlement Website shall include the ability to electronically complete and submit the Reimbursement Claim Form, upload supporting documentation, and also to print the Reimbursement Claim Form.

108. The Settlement Website shall also include the ability to electronically complete and submit the Out-of-Warranty Claim Form and also to print the Out-of-Warranty Claim Form.

109. The Settlement Website shall also include copies of the Settlement, the Full Notice, relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Motion for Attorneys' Fees and Expenses and Service Awards, plus relevant orders of the Court, as well as other documents and notifications as Ordered by the Court

or agreed by the Parties. The Settlement Website will also include information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement.

110. The Settlement Administrator shall take steps to ensure that the Settlement Administration Website is search engine optimized and mobile-optimized.

111. The Settlement Administrator shall maintain and update as necessary the Settlement Website until at least after the later of the expiration of the Extended Warranty for all Settlement Class Vehicles or the last date on which checks for Reimbursement are mailed.

112. On or before the Notice Date, the Settlement Administrator shall also cause the Publication Notice to be published in a 1/3 page or greater size advertisement in People Magazine.

113. Further, on or before the Notice Date, the Settlement Administrator shall also commence the Digital Publication Notice by placing banner advertisements and/or sponsored links to the Settlement Website on websites and networks such as Facebook, Google, and other electronic and mobile advertising, sufficient to create not less than 5,000,000 impressions.

114. On or before the Notice Date, the Settlement Administrator shall also post information about the Settlement and the Settlement website on the PR Newswire.

115. In addition, on or before the Notice Date, Lead Class Counsel shall also publish information about the Settlement and a link to the Settlement Website on their law firm website. Nothing herein shall preclude Lead Class Counsel from taking additional steps to effectuate notice to the class in any other manner at their own expense.

116. No later than ten (10) days before the Fairness Hearing, the Settlement Administrator shall provide an affidavit to Class Counsel, attesting that the Mailed Notice and Publication Notice were disseminated in a manner consistent with the terms of the Settlement Agreement or those required by the Court.

117. The Settlement Administrator shall mail the Effective Date Notice within five (5) days of the Effective Date Notice to current owners of Settlement Class Vehicles whose Extended Warranty coverage will expire within twenty-one (21) days after the Effective Date, notifying them of the date of expiration of their Extended Warranty and the thirty (30) day grace period.

B. Administration of Reimbursement Claims

118. All Reimbursement Claim Forms must be postmarked (if mailed) or submitted online within one hundred eighty (180) days of the Notice Date. In all

other cases, the Reimbursement Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

119. Upon receiving a Reimbursement Claim Form from a claimant, the Settlement Administrator shall review the documentation and confirm or deny the Class Member's eligibility in good faith in accordance with the terms and conditions of this Settlement Agreement. To the extent eligibility requires application of judgment, all questions of eligibility shall be determined under a "more likely than not" standard. The Settlement Administrator shall also use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a record of every payment made to a Class Member.

120. In evaluating claims for reimbursement of Qualifying Out-of-Pocket Expenses, it is not necessary for the Evidence of a Qualifying Out-of-Pocket Expense submitted by a class member to reflect a reason for the Headlamp Assembly replacements, provided the Class Member also signs the attestation on the claim form, declaring under penalty of perjury, to the best of his/her knowledge and recollection, that he/she incurred the Qualifying Out-of-Pocket Expense due to problems with dimming/brightness of his/her headlights. If the Evidence of a Qualifying Out-of-Pocket Expense indicates a reason other than an issue with dimming/brightness, however, such as a replacement due to a vehicle accident,

then the Settlement Administrator shall send a deficiency notice, as provided below, which provides the Class Member an opportunity to submit further evidence that the reason for the replacement was due to dimming, or to dispute the determination.

121. The Settlement Administrator shall reject a Class Member's Reimbursement Claim Form if: (a) the Class Member seeks payment for repairs that are not covered by the terms of this Settlement Agreement; (b) the Class Member fails to provide Evidence of a Qualifying Out-of-Pocket Expense; (c) the Reimbursement Claim Form is duplicative of another Reimbursement Claim Form; (d) the person submitting the Reimbursement Claim Form is not a Class Member; (e) the Reimbursement Claim Form was not timely; or (f) the Reimbursement Claim Form otherwise does not meet the requirements of this Settlement Agreement.

122. If the Settlement Administrator determines that a claim is deficient for any reason, it shall notify the Settlement Class Member by mail (and also email, if available) of the deficiency and provide not less than forty-five (45) days for the Settlement Class Member to provide additional documentation or evidence supporting the claim, or to dispute the determination.

123. For any Settlement Class Member who makes an attempt to cure, under paragraph 122 but does not cure the deficiency, the Settlement Administrator shall mail a notice of that decision within thirty (30) days.

124. Any Class Member who disputes the deficiency must serve upon the Settlement Administrator by mail a statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation. The Settlement Administrator shall provide to NNA's Counsel and Class Counsel a copy of any claimant's statement of reasons for contesting the rejection within seven (7) days of the Settlement Administrator's receipt of same. Thereafter, NNA's Counsel and Class Counsel shall meet and confer about disputed claims and advise the Settlement Administrator whether they agree or disagree with the Settlement Administrator's decision. The Court shall retain jurisdiction to resolve any disputes that cannot be resolved by the Parties.

125. Class Counsel and NNA each reserve the right to conduct an audit of a sample of up to 100 approved and 100 denied claims in order to ensure that the Settlement Administrator has properly applied the terms of the Settlement in determining eligibility. In the event either Party elects to exercise such right, they shall notify the other Party at least fourteen (14) days prior to requesting the audit. Should either Party conduct an audit and determine that the Settlement Administrator has not properly applied the terms of the Settlement, that Party shall

meet and confer with the other Party and attempt to reach resolution on any guidance to be provided to the Settlement Administrator. The Court shall retain jurisdiction to resolve any disputes that cannot be resolved by the Parties. Nothing in this paragraph shall be construed as preventing either Party from requesting any and all other records from the Settlement Administrator to confirm that the Settlement terms have been properly applied.

126. In the event the Settlement Administrator at any time requests clarification or guidance concerning the criteria to be applied in evaluating claims, or any particular claim, the Settlement Administrator must communicate with both Parties simultaneously.

127. No person shall have any claim against NNA, NNA's Counsel, the Plaintiffs, the Settlement Class, or Class Counsel, or the Settlement Administrator based on any eligibility determinations, distributions or payments made in accordance with this Settlement Agreement. This provision does not affect or limit in any way the right of review by the Court of any disputed Reimbursement Claim Forms or determinations regarding the amount of any monetary benefits, to the extent provided above.

128. The Reimbursement Claim Form may provide Class Members with the option of receiving payment via check by mail, or PayPal, Zelle, or other electronic payment platform deemed efficient and appropriate by the Settlement

Administrator and agreed by the Parties. Eligible Class Members who fail to make a payment designation on their Reimbursement Claim Form shall receive a check by mail.

129. Within the later of sixty days (60) of the Effective Date or the last date that Reimbursement Claim Forms may be timely submitted, the Settlement Administrator shall mail or transmit to each approved reimbursement claimant, a payment for reimbursement of the Qualifying Out-of-Pocket Expense, as determined by the Settlement Administrator.

130. If this Settlement Agreement is not approved or for any reason the Effective Date of Settlement does not occur, no benefits or distributions of any kind shall be made pursuant to this Settlement Agreement, except for the cost of Notice and Claims Administration Expenses incurred and the value of any reimbursements already provided to a Class Member. In such event, any funds deposited by NNA into any account opened for the purpose of this Settlement shall revert to NNA, together with all interest on the deposited funds.

C. Administration of the Out-of-Warranty Repair Window

131. The Settlement Administrator shall also be responsible for mailing the Out-of-Warranty Notice and Claim Forms and receiving the Out-of-Warranty Claim Forms as described in Section IV.B above. Out-of-Warranty Claim Forms may be submitted by signing and tearing off the prepaid return postcard via mail or

on the Settlement Website. Out-of-Warranty Claim Forms are timely if postmarked or submitted online within sixty-five (65) days of the Notice Date.

132. On a rolling basis, not less than every 10 days, the Settlement Administrator shall provide the Parties with a summary of the number of Out-of-Warranty Class Members who timely return postcards, as well as other data concerning such claims as the parties may request.

133. NNA shall maintain a database, accessible to its Authorized Nissan Dealers, identifying the Out-of-Warranty Class Members who are eligible to receive Replacement Headlamp Assemblies during the Out-of-Warranty Repair Window.

134. NNA shall provide its Authorized Nissan Dealers a Dealer Bulletin, which will include an explanation of the terms of the Out-of-Warranty Repair Window and how to determine via the database whether Out-of-Warranty Class Members are eligible for free Replacement Headlamp Assemblies.

135. The Dealer Bulletin shall also instruct Authorized Nissan Dealers to direct Out-of-Warranty Class Members to the Settlement Administrator should they have any questions or concerns about their eligibility, or to NNA Consumer Affairs or Lead Class Counsel should they dispute a determination of lack of eligibility. Such Out-of-Warranty Class Members will also be informed via the Mailed Notice, Out-of-Warranty Notice and Claim Form, Full Notice, and

Settlement Website that they may contact Lead Class Counsel should they have any concerns or questions about eligibility.

VI. ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS

136. In addition to all other benefits and payments provided under this Agreement, NNA agrees to pay Attorneys' Fees and Expenses as awarded by the Court up to a total of \$2,500,000 ("two million, five hundred thousand dollars"). The Parties agree that Lead Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses up to, but not to exceed, the above amount. NNA will not oppose Lead Class Counsel's application for Attorneys' Fees and Expenses up to and not exceeding the above amount, and Lead Class Counsel may not be awarded, and shall not accept, any amount for attorneys' fees and expenses in excess of the above amount. Lead Class Counsel shall be solely responsible for the fees and expenses of Local Counsel. Each Party shall have the right of appeal to the extent the award is inconsistent with the Settlement Agreement. Attorneys' Fees and Expenses shall be in addition to the benefits provided to the Settlement Class (and shall be in addition to the Plaintiffs' Service Awards) and shall not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

137. Within thirty (30) days of the Effective Date, the Attorneys' Fees and Expenses shall be paid by wire transfer to a trust account to be identified by

Timothy N. Mathews, Esq., of Chimicles Schwartz Kriner & Donaldson-Smith LLP. Mr. Mathews shall provide to NNA's counsel in a timely manner all wiring and account information necessary to enable NNA to make such a deposit within the time required. Payment to the account identified by Mr. Mathews shall fully satisfy and discharge all obligations of NNA with respect to payment of the Attorneys' Fees and Expenses.

138. In addition to any other payment and relief to which they may be entitled under this Agreement, and in recognition of the time and effort they expended on behalf of the Settlement Class in prosecuting the Action and securing the benefits of the Settlement on behalf of Settlement Class Members, NNA also agrees to pay each Representative Plaintiff—Rafael Suarez, Daisy Gonzalez, and Richard Byrd—a Service Award of \$5,000, subject to approval of the Court. Payment of Service Awards to the Representative Plaintiffs shall be made by NNA via check to the Representative Plaintiffs, with such checks to be sent care of Timothy N. Mathews, Esq., of Chimicles Schwartz Kriner & Donaldson-Smith LLP, no later than ten (10) business days after the Effective Date and receipt of a Form W-9 for each Representative Plaintiff.

139. The Parties agree that the Settlement is not conditioned on the Court's approval of the payment of the above amount of Attorneys' Fees and Expenses or Service Awards to the Representative Plaintiffs. The Parties further agree that the

amount(s) of the Services Awards, and of any award of Attorneys' Fees and Expenses, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. If an objection and/or appeal is filed as to Attorney's Fees and Expenses or Service Awards to the Representative Plaintiffs but not to any other term of the Agreement, then such appeal shall not delay implementation of the Agreement except as to the payment of Attorneys' Fees and Expenses or Service Awards to the Representative Plaintiffs.

140. Payment of Attorneys' Fees and Expenses and the Representative Plaintiffs' Service Awards will not reduce the benefit being made available to the Settlement Class Members, and the Settlement Class Members will not be required to pay any portion of the Representative Plaintiffs' Service Awards or Attorneys' Fees and Expenses.

141. The Parties agree that NNA is in no way liable for any taxes Class Counsel, Representative Plaintiffs, Settlement Class Members, or others may be required to pay as a result of the receipt of any Settlement benefits.

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Exclusions/Opt Outs

142. Any member of the Settlement Class shall have the right to opt out of the Settlement Class. In order to exercise this right, a Settlement Class Member

must timely deliver a written request for exclusion to the Settlement Administrator's address, which will be listed in the Mailed Notice, Full Notice, Publication Notice, and on the Settlement Website. The written request must be postmarked no later than the Opt-Out/Objection Deadline, which deadline shall be specified in the Mailed Notice, Full Notice, Publication Notice, and on the Settlement Website.

143. To be effective, the Request for Exclusion must include the Settlement Class Member's full name, current address, and telephone number, and the VIN number of their Settlement Class Vehicle and must be signed by the Settlement Class Member. A request for exclusion by a *current* owner of a Settlement Class Vehicle does not exclude from the Settlement a *former* owner of the same Settlement Class Vehicle. A request for exclusion by a *former* owner of a Settlement Class Vehicle does not exclude from the Settlement a *current* owner of the same Settlement Class Vehicle.

144. Any Settlement Class Member who obtains relief pursuant to the terms of this Settlement Agreement after the receipt of the Mailed Notice gives up the right to exclude him or herself from this settlement.

145. "Mass" or "class" requests for exclusion will not be permitted.

146. Within seven (7) days of the Opt-Out/Objection Deadline, the Settlement Administrator shall provide to counsel for Defendant and Lead Class

Counsel a list of the names and states and cities of the members of the Class who have opted out.

B. Objections

147. Settlement Class Members may object to the Settlement Agreement by filing a written objection with the Court and serving by first-class mail copies of the objection upon Class Counsel and counsel for NNA:

Clerk of the Court
United States District Court
Middle District of Tennessee
Estes Kefauver Federal Building & Courthouse
801 Broadway, Room 800
Nashville, TN 37203

Timothy Mathews
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Brigid Carpenter
Baker Donelson PC
1600 West End Avenue
Suite 2000
Nashville, TN 37203

148. Objections must be **received** by the Court and Class Counsel no later than the Opt-Out/Objection Deadline to be valid and considered, unless otherwise ordered by the Court.

149. Unless otherwise ordered by the Court, the written objection must contain:

- (a) the full name, address, telephone number and email address, if any, of the Settlement Class Member;
- (b) the model, model year, date of acquisition, and VIN number of the Settlement Class Vehicle, along with proof that the objector owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership) and a statement whether the Settlement Class Member is a current or former owner of the vehicle;
- (c) a specific statement of all grounds for the objection and, if applicable, any legal support for the objection;
- (d) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;

- (f) a list of all class action settlements to which the Class Member has objected in the past four (4) years, if any;
- (g) copies of any papers, briefs, or other documents upon which the objection is based;
- (h) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing either personally or through counsel; and
- (i) the signature of the Settlement Class Member.

150. Subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Attorneys' Fees and Expenses or Service Awards. If the objecting Settlement Class Member intends to appear at the Fairness Hearing, the objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Mailed Notice a notice of intention to appear at the Fairness Hearing by the Opt-Out/Objection Deadline as specified in the Preliminary Approval Order. The notice of intention to appear must include copies of any papers, exhibits, or other evidence, and the identity of witnesses, that the objecting Settlement Class Member (or the objecting Settlement

Class Member's counsel) will present to the Court in connection with the Fairness Hearing.

151. Unless otherwise ordered by the Court, Settlement Class Members who do not timely make their objections will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

152. The Parties may serve and file responses to written objections fourteen (14) days prior to the Fairness Hearing, or on such other deadline as set by the Court.

VIII. FILING THE COMPLAINT, AND PRELIMINARY AND FINAL APPROVAL

153. The Parties shall take all necessary steps to obtain judicial approval of this Agreement and the dismissal with prejudice of the Action. As part of the approval process, the Parties agree to cooperate and use their best efforts to describe and explain the benefits of this Agreement to the Settlement Class.

154. As soon as practicable after this Settlement is fully executed, Class Counsel shall cause the Complaint to be filed in the United States District Court for the Middle District of Tennessee.

155. Class Counsel shall then file a Motion for Preliminary Approval of the Settlement within fourteen (14) days after the Action has been assigned to a Judge.

156. The Parties shall seek a hearing on the Motion for Preliminary Approval on the earliest practicable date.

157. Class Counsel shall file a Motion for Final Approval of the Settlement within twenty-one (21) days of entry of the Preliminary Approval Order by the Court.

158. Class Counsel shall also file a Motion for Award of Attorneys' Fees and Expenses and Award of Plaintiff Service Awards, consistent with Section VI above, within twenty-one (21) days of entry of the Preliminary Approval Order by the Court.

159. The Parties each shall be permitted to file a Reply in Support of Final Approval fourteen (14) days before the Fairness Hearing, or on a date set by the Court, and such filing will include a final list of Opt-Outs.

160. Class Counsel shall also be permitted to file a Reply in Support of Attorneys' Fees and Expenses and Award of Plaintiff Service Awards fourteen (14) days before the Fairness Hearing or on a date set by the Court.

161. The Parties agree to seek a Fairness Hearing on the Motion for Final Approval and the Motion for Award of Attorneys' Fees and Expenses and Award of Plaintiff Service Awards on or about ninety (90) days after the Order granting Preliminary Approval, or on such other date as set by the Court.

IX. RELEASES AND DISMISSAL OF THE ACTION AND JURISDICTION OF THE COURT

162. Upon the Effective Date, Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge the Released Parties from any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages (including attorneys' fees), actions, rights of action (whether asserted in the Complaint or not), remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members relating to the allegations in the Action concerning the

alleged delamination defect in Class Vehicles, including any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Action or the claims or defenses asserted in the Action. Further, upon the Effective Date, the Released Parties forever release, acquit, and discharge Plaintiffs and Settlement Class Members, and their representatives, heirs, and assigns, from any and all claims, counter claims, costs, or expenses that Defendant may have or seek against Plaintiffs, the Settlement Class, or Class Counsel arising out of the Action or the Settlement.

163. Notwithstanding the foregoing, Plaintiffs and Settlement Class Members do not release any claims for personal injury, wrongful death, or damage to property other than the Settlement Class Vehicles. Further, this agreement does not affect claims by any governmental authority.

164. In connection with this Agreement, Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover unknown claims, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Settlement Class Members in executing this Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently

asserted in any action or proceeding) with respect to the Action, except as otherwise stated in this Agreement.

165. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

166. The Court shall retain jurisdiction over the Parties and all Settlement Class Members for the purpose of the administration and enforcement of the Agreement.

167. In the event that: (i) the Court does not enter the Preliminary Approval Order specified in this Agreement; (ii) the Court does not finally approve the settlement as provided in this Agreement; (iii) the Court does not enter the Judgment substantially as provided in this Agreement; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be vacated nunc pro tunc, in which case the Parties shall proceed in all respects as if this Agreement had not been executed, and the terms or fact of this Agreement (as well as the negotiations leading up to the execution of this Agreement) shall be inadmissible in any proceeding for any purpose. In the event that this Agreement becomes null and void, any preliminary class certification shall be vacated.

X. REPRESENTATIONS AND WARRANTIES

168. Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

- A. Plaintiffs represent and warrant that no portion of any claim, right, or cause of action against any of the Released Parties that Plaintiffs, in any capacity has or may have, and no portion of any recovery or settlement to which Plaintiffs, in any capacity may be entitled, has been assigned or transferred by or for Plaintiffs, in any capacity.
- B. Each of the Parties to this Agreement further represents and warrants to, and agrees with, each other Party hereto as follows:
 - i. Each Party has received legal advice from his, her, or its attorneys on the advisability of making this Settlement and the advisability of executing this Agreement;
 - ii. No Party relies or has relied on any statement, representation, omission, inducement, or promise of or by any other Party (or any officer, agent, employee, representative, or attorney of any other Party) in executing this Agreement, or in making this Settlement, except as expressly stated in this Agreement;
 - iii. Each Party to this Agreement has investigated the facts pertaining to this Settlement, this Agreement, and all matters

pertaining to them, to the full extent that the Party deems necessary; and

- iv. Each Party has carefully read and reviewed with his, her, or its attorneys, and knows and understands, the full contents of this Agreement, and is voluntarily entering into this Agreement upon the advice of his, her, or its attorneys.

169. Each term of this Agreement is contractual and not merely a recital.

XI. NO ADMISSION OF LIABILITY

170. It is understood and agreed that the Settlement and the benefits provided in this Agreement, and this Settlement and release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of any of the Released Parties, by whom liability and fault are, and always have been, expressly and completely denied.

XII. ADDITIONAL TERMS

171. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement.

172. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.

173. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

174. Conditional Nature of Agreement:

- a. At Plaintiffs’ option, expressed in written notice to Defendant’s counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
- b. At Defendant’s option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the

Court declines to certify the Settlement Class as provided in the Preliminary Approval Order, or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

175. Severance/Severability: None of the terms of this Agreement is severable from the others. If the Court or a court of appeals should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as representatives of the Settlement Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

176. Governing Law: This Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Tennessee, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

177. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written

agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.

178. No Oral Modification: This Agreement can only be modified by a writing signed by all Parties.

179. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.

180. Extensions of Time: The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in the Settlement Agreement, without further notice (subject to Court approval as to Court dates). Notice of any extension of time may be posted to the Settlement Website.

181. Authority to Execute Settlement Agreement: Each counsel or other person executing the Settlement Agreement or any of its exhibits on behalf of any Party hereto warrants that such person has the authority to do so.

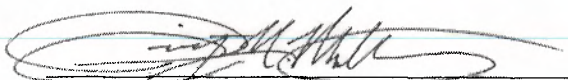
[The remainder of this page is intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, Plaintiffs and NNA have executed this Settlement Agreement as of the date(s) indicated on the lines below.

APPROVED AS TO FORM:

Dated: 5-7-21

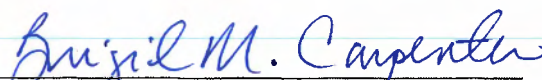
Dated: May 7, 2021



Timothy N. Mathews
Samantha E. Holbrook
Alex M. Kashurba
Zachary P. Beatty
**CHIMICLES SCHWARTZ KRINER
& DONALDSON-SMITH LLP**

One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041
Phone: (610) 642-8500
Fax: (610) 649-3633
tnm@chimicles.com
seh@chimicles.com
amk@chimicles.com
zpb@chimicles.com

Counsel for Plaintiffs




Brigid M. Carpenter
**BAKER, DONELSON, BEARMAN,
CALDWELL BERKOWITZ, PC**
1600 West End Avenue
Suite 2000
Nashville, TN 37203

Phone: (615) 726-7341
Fax: (615) 744-7341
bcarpenter@bakerdonelson.com

Counsel for Nissan North America, Inc.

IN WITNESS WHEREOF, Defendant Nissan North America, Inc., by and through its authorized representative, has executed this Settlement Agreement as of the date(s) indicated on the line(s) below.

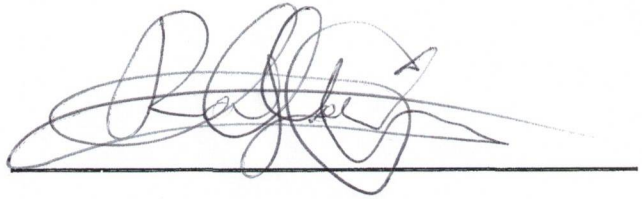
DATED: May 6th 2021



JAMES MOSS
CHIEF CUSTOMER SATISFACTION
AND TOTAL CUSTOMER
SATISFACTION VICE PRESIDENT

IN WITNESS WHEREOF, Plaintiff and Class Representative, Raphael
Suarez, has executed this Settlement Agreement as of the date indicated on the line
below:

DATED: 5/9/2021

A handwritten signature in dark ink, appearing to read 'Raphael Suarez', is written over a horizontal line. The signature is stylized with large, overlapping loops.

IN WITNESS WHEREOF, Plaintiff and Class Representative, Daisy
Gonzalez, has executed this Settlement Agreement as of the date indicated on the
line below:

DATED: 5/7/21 Daisy Gonzalez

IN WITNESS WHEREOF, Plaintiff and Class Representative, Richard Byrd, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: May 7th 2021 Richard Byrd

EXHIBIT A

www._____.com

Settlement Administrator

Address

City, State, Zip

Effective Date Notice

In **MONTH 00, 2021**, we sent a notice informing you that you are a class member in a proposed class action settlement involving the headlamps of 2013–2018 Nissan Altimas. A court has approved the Settlement, and it is now effective.

You are receiving this notice because in order to receive free headlamp replacements, you **must** **present your Altima to an Authorized Nissan Dealer by **MONTH 00, 2021****. Please see the reverse for more information.

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

Claim Number: [XXXXXX]

[NAME]

[STREET]

[CITY, STATE, ZIP]

The Settlement provides for a 6-year total warranty period (“Extended Warranty”) covering dim headlights caused by headlamp delamination. During this Extended Warranty, Nissan will provide Class Members with free replacement headlamps.

Records indicate that your 6-year Extended Warranty will expire on [REDACTED]. Nissan has agreed to provide you with a short additional grace period to seek replacements. In order to receive free headlamps replacements, **you must take your Altima to an Authorized Nissan Dealer and request replacement of your dim headlights under the Extended Warranty by MONTH 00, 2021.** The dealer will determine your eligibility.

If you already paid out-of-pocket for replacement headlamps, you can also submit a claim for reimbursement. Claims for reimbursement must be filed no later than Month 00, 2021. Please visit [www.\[REDACTED\].com](http://www.[REDACTED].com) for information about submitting a reimbursement claim.

This postcard is a summary only. Please visit [www.\[REDACTED\].com](http://www.[REDACTED].com) to view the Full Notice and for additional information about the Settlement.

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT

Suarez v. Nissan North America, Inc., No. _____ (M.D. Tenn.)

IF YOU PURCHASED OR LEASED A 2013-2018 NISSAN ALTIMA, YOU MAY BE PART OF A CLASS ACTION SETTLEMENT.

Please 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 alleging a defect that results in dim low beam headlights in certain 2013-2018 Nissan Altima vehicles (“Class Vehicles”) due to delamination of a reflective surfaces inside the headlamp.
- **Settlement Class:** The Settlement Class consists of all United States residents who purchased or leased any model year 2013–2018 Nissan Altima vehicles manufactured with halogen headlights.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE, OR NISSAN’S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, please call _____ or visit www.AltimaHeadlightSettlement.com.

Summary of the Settlement Terms

The Settlement provides three forms of relief to Class Members:

| Category | Who is Eligible | What You Can Get | How to Obtain it |
|--|--|--|--|
| 3-Year Warranty Extension Covering Headlamp Delamination | Current owners and lessees of Class Vehicles | 3-Year Warranty Extension of Nissan New Vehicle Limited Warranty for a total of six (6) years of Warranty coverage for headlamp delamination | Class Members who are within the extended warranty period will automatically receive the three year warranty extension |
| Out-of-Warranty Headlamp Replacement | Class Members whose Extended Warranty coverage is expired as of the effective date of the Settlement | You will have a six-month window of opportunity to receive a free one-time headlamp replacement for headlamp delamination | You must complete a “Out-of-Warranty Claim Form,” within 65 days of the Effective Date of the settlement, and obtain replacement headlamps within 6 months thereafter from an Authorized Nissan Dealer. The form will be mailed to Class Members within five days of the Effective Date and is also available at www.AltimaHeadlightSettlement.com |
| Reimbursement for out-of-pocket expenses | All Settlement Class Members who incurred out-of-pocket | For qualified repairs performed by a Nissan Dealer, Class Members can | Class members must submit a reimbursement claim form no later than [180 days after notice date], available at |

| | | | |
|----------------------------------|---|---|--|
| related to headlamp replacements | expenses for headlamp assembly replacements prior to the Notice date, or who are within the extended warranty period and pay for replacements from a Nissan dealer at any time prior to [180 days after Notice Date.] | receive reimbursement of all out-of-pocket expenses. For qualified repairs performed by an independent repair facility, reimbursements are capped at \$1,200 per replacement pair. | www.AltimaHeadlightSettlement.com . |
|----------------------------------|---|---|--|

Your Legal Rights and Choices Under the Settlement:

| You may: | Summary: | Read more: | Deadline: |
|--|---|------------|---|
| Do nothing | You are included in the class and, if the Settlement is approved, you will automatically receive a three-year extension of the warranty on the headlamps of your Class Vehicle, which covers headlamp delamination. | Pages __ | None |
| Submit a Claim for a one-time Out-of-Warranty Replacement | You do not have to do anything to be included in the Settlement Class, but to be eligible for the one-time free replacement of your headlamps if your extended vehicle warranty has expired and your headlamps have dimmed due to delamination, you must submit the appropriate claim form by the deadline, and bring your Class Vehicle to an Authorized Nissan Dealer within six months thereafter. | Pages __ | 1) Submit Out-of-Warranty Claim Form within 65 day of the Effective Date of the Settlement. (Notices of the Effective Date will be mailed and will be placed on the Website.) And, 2) Obtain replacement headlamps from an Authorized Nissan dealer within 6 months thereafter. |
| Submit a Claim for Reimbursement | You do not have to do anything to be included in the Settlement Class, but to be eligible for the reimbursement of out of pocket expense for previous headlamp replacement, subject to certain claim requirements, you must submit the appropriate claim form by the deadline. | Pages __ | Submit Claim Form by:[180 days after Notice Date.] |
| Exclude yourself from the Settlement | Ask to get out of the Settlement. You get no Settlement benefits, but you keep your right to file your own lawsuit against Nissan at your own expense. | Page __ | Mail your Opt-Out Request Postmarked by: |

| | | | |
|---------------|--|---------|--|
| 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. If you want your own attorney to represent you, you must pay that attorney yourself. Your attorney must file a Notice of Appearance. | Pages — | Objections and/or Notice of Intention to Appear at the fairness Hearing Must Be <u>Received</u> by: |
|---------------|--|---------|--|

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

Table of Contents

Basic Information

| | | |
|----|--|---|
| 1. | What is this lawsuit about? | 7 |
| 2. | Why is the lawsuit a class action?..... | 7 |
| 3. | Why is there a Settlement?..... | 7 |
| 4. | What is the Effective Date of this Settlement? | 7 |

Who is in the Settlement

| | | |
|----|---|---|
| 5. | How do I know if I am part of the Settlement?..... | 8 |
| 6. | How do I know if my Altima was manufactured with halogen headlamps? | 8 |

The Settlement Benefits – What You Will Get

| | | |
|----|---|----|
| 7. | What are the benefits of this Settlement?..... | 8 |
| 8. | Are light bulbs covered? | 10 |
| 9. | Am I giving anything up in return for my benefit? | 10 |

How to Get a Benefit

| | | |
|-----|---|----|
| 10. | What do I need to do to get the benefits of this Settlement?..... | 10 |
|-----|---|----|

Your Rights – Electing Out of the Settlement

| | | |
|-----|---|----|
| 11. | Can I choose to exclude myself from the Settlement? | 11 |
| 12. | How can I exclude myself from the Settlement? | 11 |

Your Rights – Objecting to the Settlement

| | | |
|-----|--|----|
| 13. | Can I tell the court I do not like the Settlement?..... | 11 |
| 14. | How can I object to the Settlement? | 12 |
| 15. | What is the difference between excluding and objecting? Can I do both? | 13 |

Your Rights – Appearing at the Hearing

| | | |
|-----|--|----|
| 16. | Do I have to come to the hearing? | 13 |
| 17. | Can I appear at the Settlement hearing?..... | 13 |

The Lawyers Representing You

| | | |
|-----|---|----|
| 18. | Do I need to hire my own attorney?..... | 13 |
| 19. | How will Class Counsel being paid, and will the Representative Plaintiffs receive service awards? | 14 |

Final Approval of the Settlement

| | | |
|-----|---|----|
| 20. | When will the Settlement become final? | 14 |
| 21. | What happens if the Settlement is not approved? | 14 |

If You Do Nothing

| | | |
|-----|-------------------------------------|----|
| 22. | What if I do not do anything? | 15 |
|-----|-------------------------------------|----|

More Information

| | | |
|-----|---|----|
| 23. | Where can I get more information? | 15 |
|-----|---|----|

1. What is this lawsuit about?

In this lawsuit called *Suarez v. Nissan North America, Inc.*, Case No. _____, pending in the United States District Court for the Middle District of Tennessee, Nashville Division (“Lawsuit”), several individuals on behalf of themselves and all current and former owners and lessees of 2013-2018 Nissan Altima vehicles (“Class Vehicles”), allege that the Class Vehicles have defective headlamps that delaminate and result in dimming of the low beam headlights. The people who sued are called the Plaintiffs. The Plaintiffs brought claims against Nissan North America, Inc. (“Nissan”), known as the Defendant, for breach of express warranty, breach of implied warranty, and violation of various state consumer protection statutes.

Nissan has denied and continues to deny all of Plaintiffs’ claims related to the headlamps 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 even if a class is certified.

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 substantial benefits to the Class, including free repairs, cash reimbursements, and an extended warranty covering the allegedly defective headlamps, 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, a concession by Plaintiffs that the lawsuit is meritless, nor should it be considered evidence of Nissan’s admission or concession of any fault, wrongdoing, or liability whatsoever.

4. What is the Effective Date of this Settlement?

The Effective Date of this Settlement is the date when the Settlement becomes final. The Settlement will become final 31 days after the Court enters a final judgment approving the Settlement, unless an appeal or motion for extension of time to appeal is filed. 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.

The Effective Date of the Settlement will be posted on the Settlement website when it is known. Some of the relief under the Settlement will be available only after the Effective Date, so check the Settlement website for updates.

For more information regarding final approval of the Settlement, *see* Questions 19 and 20.

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 are a resident of the United States or its territories, including Puerto Rico, and you purchased or leased a 2013-2018 Nissan Altima manufactured with halogen headlamps.

Excluded from the Settlement Class are officers and directors of NNA or its parents and subsidiaries, any judge to whom the litigation is assigned, and any person who timely submits a request to be excluded using the procedure described below.

6. How do I know if my Altima was manufactured with halogen headlamps?

All MY2013-2018 Nissan Altimas were manufactured with halogen headlamps and are included in the class, except the following, which were manufactured with Xenon or LED headlamps.

ALTIMAS EXCLUDED FROM THE SETTLEMENT:

| Model Years | Trim | Package/Edition (if applicable) |
|-------------|---------|---------------------------------|
| 2013-2018 | 3.5L SL | |
| 2017 | 3.5L SR | |
| 2016-2017 | 2.5L SR | with LED Appearance package |
| 2016-2018 | 2.5L SR | with Tech package |
| 2017 | 2.5L SR | Midnight Edition |

The Settlement Benefits – What You Will Get

7. What are the 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 Nissan New Vehicle Limited Warranty for the headlamp assemblies in all Class Vehicles by 36 months (“Extended Warranty”). The Extended Warranty 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 Headlamps.** Nissan will reimburse Class Members for parts and labor paid by the Class Member for qualifying repairs involving the replacement of headlamp assemblies if the work was done up to [XXX INSERT NOTICE DATE XXX], regardless of whether it was done within the Extended Warranty. If the replacement was performed by a Nissan dealer, the full amount the Class Member paid will be reimbursed. If the replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse actual costs for parts and labor paid up to \$1,200 per replacement pair. If the Class Member paid for parts but not labor, such as if the Class Member performed the repair, Nissan will reimburse actual costs for parts and shipping. Reimbursement claims must be submitted by MONTH DAY, YEAR.
- (3) **Reimbursement Within Extended Warranty and Prior To Effective Date.** If you are currently within the Extended Warranty period and you do not want to wait until the Effective Date of the settlement to acquire replacement headlamps, you can pay out-of-pocket for replacement headlamps from an Authorized Nissan Dealer and submit a claim for reimbursement. Please note, after [XXX INSERT NOTICE DATE XXX], only costs incurred through an Authorized Nissan Dealer are reimbursable. All reimbursement claims must be submitted by XXX XX, XXXX.

- (4) **One-Time Replacement for Vehicles Already Outside the Extended Warranty.** If the Extended Warranty period of 72 months for your vehicle has expired and you are currently experiencing headlamp dimming due to delamination, Nissan will provide a one-time free replacement of the headlamp assemblies, provided that you submit the appropriate claim form within the required period of time. Specifically, you must submit an “Out-of-Warranty Claim Form” within 65-days of the Effective Date, and then you must have the replacement completed by an authorized Nissan dealer within 6 months after that 65-day deadline. The “Out-of-Warranty Claim Form” can be completed on, or printed from, the Settlement website, may be obtained at www.AltimaHeadlightSettlement.com, or can be obtained by calling the Settlement Administrator at _____.

The Settlement Administrator will mail a notice of the Effective Date, along with “Out-of-Warranty Claim Form,” to Class Members who can be identified through public records whose extended warranties will be expired as of the Effective Date.

8. Are light bulbs covered?

No. The alleged defect involves the headlamp assembly, not light bulbs. Light bulbs are not covered by the Settlement. An image showing an example of a headlamp assembly is provided below for illustration:



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

Unless you exclude yourself from the Settlement (or “opt 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, certain 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 Nissan, certain of its related companies, or the selling or leasing dealer based upon or in any way related to dimming of headlamps due to delamination in a 2013-2018 Altima. The specific claims and parties you will be releasing are described in full detail in Paragraphs _____ of the Settlement Agreement, available at www.AltimaHeadlightSettlement.com.

How to Get a Benefit

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

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

Class Members who believe they are eligible to receive reimbursement for headlamp replacements must fill out and submit to the Settlement Administrator a Reimbursement Claim Form and evidence of payment for the replacement. The Reimbursement Claim Form may be obtained at www.AltimaHeadlightSettlement.com or by calling the Settlement Administrator at _____. The completed Reimbursement Claim Form must be sent to the Settlement Administrator by mail at the address below or submitted via the settlement website no later than [XXXX].

Nissan Altima Headlamp Litigation Settlement Administrator
[Address]

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

If your Extended Warranty period will be expired as of the Effective Date and you are currently experiencing dim headlamps, you will be eligible for a one-time free replacement upon confirmation by an authorized Nissan service department that your vehicle headlamps are experiencing dimming due to delamination. To receive this benefit, you must submit an “Out-of-Warranty Claim Form” within **65 days** after the Effective Date, and you must have the replacement completed within 6 months following that 65-day period. The Replacement Claim Form may be obtained at www.AltimaHeadlightSettlement.com or by calling the Settlement Administrator at _____.

Your Rights – Electing Out of the Settlement

11. Can I choose to exclude myself from the Settlement?

You can choose not to be part 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 the Lawsuit and will keep your right to sue Nissan independently and at your own expense over any claims you may have.

12. 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:

- (5) The name of the lawsuit: *Rafael Suarez, et. al. v. Nissan North America, Inc.*, Case No. _____;
- (6) Your full name, current address and telephone number;
- (7) Your vehicle year;
- (8) Your vehicle’s Vehicle Identification Number (VIN);
- (9) A clear statement of your intent to exclude yourself from the lawsuit (for example, “Please exclude me from the ‘Altima Headlamp Litigation.’”); and
- (10) Your signature and the date you signed it.

You must send your Request for Exclusion postmarked no later than _____ to the address below:

Nissan Altima Headlamp Litigation Settlement Administrator
[Address]

If you do not follow these procedures and deadlines 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

13. 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 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.

14. How can I object to the Settlement?

In order to object, you must mail a written objection and any supporting papers to: (1) the Court, (2) Class Counsel, and (3) Nissan's counsel. Your objection must contain the following:

- (11) The name of the lawsuit: *Rafael Suarez, et. al. v. Nissan North America, Inc.*, Case No. _____;
- (12) Your full name, current address and telephone number;
- (13) Whether, as of the date of the written objection, you currently own or lease or you previously owned or leased a 2013-2018 Nissan Altima; the specific model year(s) and the approximate date(s) of purchase or lease (for example, "I currently own a 2015 Nissan Altima that I purchased in January 2015.");
- (14) The Vehicle Identification Number (VIN) of your vehicle(s);
- (15) Specific reasons for your objection, including the factual and legal grounds for your position;
- (16) Whether the objection applies only to you, a specific subset of the class, or to the entire class;
- (17) The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- (18) A list of all class action settlements to which you have submitted an objection in the previous four (4) years, if any;
- (19) Copies of any papers, briefs, or other documents upon which the objection is based, if any, or that you want the Court to consider in support of your objection;
- (20) A statement whether you intend to appear at the Fairness Hearing, and whether you will be represented by separate counsel; and
- (21) Your signature and the date of your signature.

You must file your objection with the Court and mail separate copies to Class Counsel and Nissan's counsel by first-class United States Mail. The objection must be *received* by the Court and Class Counsel no later than **MONTH DAY, YEAR**.

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

United States District Court for the Middle District of Tennessee, Nashville Division
Rafael Suarez, et. al. v. Nissan North America, Inc.
Case No. **XXXX**
801 Broadway, Room 824
Nashville, Tennessee 37203

The copies to be served on Class Counsel and Nissan's counsel must be mailed to the following addresses:

Class Counsel:

Timothy N. Mathews
CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP
One Haverford Centre
361 West Lancaster Avenue

Haverford, Pennsylvania 19041

Counsel for Nissan:

Brigid M. Carpenter
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, P.C.
1600 West End Avenue
Suite 2000
Nashville, TN 37203

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 or deadline for objection, you will lose your opportunity to have your objections 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.

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

Excluding yourself means removing yourself from 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 you do not like. You cannot do both.

Your Rights – Appearing at the Hearing

16. Do I have to come to the hearing?

No. Class Counsel will represent all Settlement Class Members at the hearing and answer questions the Court 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 sent your written objection such that it is *received* on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

17. Can I appear at the Settlement hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in the 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 on the attorneys listed above in Question 13. 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 _____.

The hearing may be conducted via Zoom, conference call, or other remote means. Check the Settlement Website for additional details.

The Lawyers Representing You

18. Do I need to hire my own attorney?

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

Class Counsel:

Timothy N. Mathews
Alex M. Kashurba
Samantha E. Holbrook
Zachary P. Beatty
CHIMICLES SCHWARTZ KRINER
& DONALDSON-SMITH LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, Pennsylvania 19041

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 XXXXXXXX, and serve a copy on Class Counsel and Nissan's counsel at the addresses provided above in Question 15, postmarked no later than XXXXXXXX.

19. How will Class Counsel be paid, and will the Representative Plaintiffs receive Service Awards?

Class Counsel will apply to the Court for reasonable attorneys' fees and reimbursement of costs in an amount not exceed \$2,500,000. 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, Class Counsel will apply to the Court for payments of \$5,000 each to the three 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 relief provided to the Settlement Class. Class Counsel's motion for an award of Attorneys' Fees and Expenses and for Class Representative payments will be posted on the Settlement Website, www.AltimaHeadlightSettlement.com, after it is filed with the Court.

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 Final Approval 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 Final Approval Hearing, to be held on _____ at _____, 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 Class Counsel's application for an award of attorneys' fees and reimbursement of expenses and payments to the Representative Plaintiffs. The Court may listen to people who have asked to speak at the hearing. The Court is located at the United States District Court for the Middle District of Tennessee, Nashville Division, Estes Kefauver Federal Building & Courthouse, 801 Broadway, Nashville, Tennessee 37203. The Final Approval Hearing may be held by remote means (e.g., videoconference or teleconference). The Final Approval Hearing may be rescheduled to a later time without further notice. Any changes to the scheduling or means of conducting the hearing will be posted on the settlement website, www.AltimaHeadlightSettlement.com. You may, but do not have to, attend the Final Approval 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 available to the Class. We do not know how long these decisions will take.

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 be a Class Member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Nissan for the same claims at issue in this lawsuit. You will receive the Extended Warranty Extension benefit of the Settlement automatically, but any Reimbursement benefit for which you may qualify can be obtained only if you timely submit a claim form.

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 contact the Settlement Administrator's dedicated website for this case by visiting www.AltimaHeadlightSettlement.com or calling 1-855-222-6841 for more information, or you may communicate directly with Class Counsel by contacting the attorneys listed in Question 19.

This Notice, which has been approved by the Court, is only a summary. 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's dedicated website (www.AltimaHeadlightSettlement.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
801 Broadway, Room 800
Nashville, Tennessee 37203**

Please do not contact the Court.

Date of Notice: _____

NOTICE OF CLASS ACTION SETTLEMENT

Suarez et al. v. Nissan North America, Inc., No. (M.D. Tenn.)

A Settlement Involving Headlamps on 2013-2018 Nissan Altima Vehicles May Affect You.

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

You are receiving this notice because records indicate that you own or lease, or previously owned or leased, a 2013-2018 Nissan Altima that is included in a class action settlement. This notice is a summary only. You can get more information at www.AltimaHeadlightSettlement.com or by contacting the Settlement Administrator, Address, Address, City, State 00000 or calling 000.000.0000.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs allege that the headlights of 2013-2018 model year Nissan Altimas manufactured with halogen headlamps ("Class Vehicles") can become dim over time due to delamination of reflective surfaces inside the headlamp ("Headlamp Defect"). Nissan North America, Inc. ("Nissan") denies the allegations but has agreed to provide extended warranty coverage, cash reimbursement and other benefits to settle the claims.

HOW DO I KNOW IF I AM INCLUDED?

The Settlement Class consists of all United States residents who are current or former owners or lessees of 2013-2018 Nissan Altimas manufactured with halogen headlamps.

WHAT CAN I GET FROM THE SETTLEMENT?

The Settlement will become effective on the Effective Date, which will be 31 days after the Court enters a final order approving the settlement, or after all appeals are exhausted, if an appeal is filed. Absent any appeals, the Effective Date is anticipated to occur around XXXX 2021, but this is subject to change. Check the Settlement website for updates.

The Settlement provides for the following benefits:

- (1) **Extended Warranty Covering Headlamp Dimming Due to Delamination:** Nissan will provide a three-year extension of the manufacturer's warranty (for a total of six years) covering headlamp dimming due to delamination. To receive replacement headlamps within the extended warranty period, bring your Class Vehicle to an authorized Nissan Dealer after the Effective Date of the settlement.
- (2) **Opportunity to Receive Replacement Headlamps for Class Vehicles That Are or Will Be Outside of the Extended Warranty as of the Effective Date:** If your Class Vehicle will already be outside the extended warranty on the Effective Date, you may still qualify for free replacement headlamps if you: (1) submit an "Out-of-Warranty Claim Form" within 65-days after the Effective Date of the Settlement, and (2) bring your vehicle to an Authorized Nissan Dealer within six months thereafter.
- (3) **Option to Obtain Immediate Replacement from an Authorized Nissan Dealer With Reimbursement:** If you are currently within the extended warranty period and you do not want to wait until the Effective Date of the settlement to acquire replacement headlamps, you can pay out-of-pocket for replacement headlamps from an Authorized Nissan Dealer and submit a claim for reimbursement. Reimbursement claims must be submitted by XXX XX, XXXX.

- (4) **Reimbursement of Out-of-Pocket Costs Incurred Up To XXXX XX, XXXX:** If you previously paid out-of-pocket to replace your headlamps due to dimming prior to XXX XX, 2021, you can submit a claim for cash reimbursement. The deadline to submit a reimbursement claim is XXX XX, XXXX. You may seek reimbursement for parts, labor, and other costs incurred to replace your headlamps, regardless of whether the costs were incurred through an Authorized Nissan Dealer, but reimbursements for amounts paid to Independent Repair Facilities are capped at \$1,200 per headlamp pair. Reimbursements for amounts paid to Authorized Nissan Dealers are not capped. After XXX XX, XXXX, only costs incurred through an Authorized Nissan Dealer are reimbursable.

Visit the Settlement Website, www.XXXX.com, for more details.

WHAT ARE YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

Option 1: Receive Replacement Headlamps and/or Submit a Reimbursement Claim –

You do not need to do anything to claim the extended warranty coverage, but to receive replacement headlamps under the extended warranty you will need to bring your Class Vehicle to an Authorized Nissan Dealer after the Effective Date and within your extended warranty period.

If your Class Vehicle will already be outside the extended warranty period as of the Effective Date, you may still receive free replacements from an Authorized Nissan Dealer but you must: (1) submit an Out-of-Warranty Claim Form within sixty day after the Effective Date, and (2) bring your vehicle to an Authorized Nissan dealer within six months thereafter to obtain replacements.

If you prefer to obtain replacement headlamps before the Effective Date, you may elect to pay out-of-pocket for replacement headlamps and seek reimbursement. To qualify you must: (1) obtain replacements from an Authorized Nissan Dealer, and (2) submit a valid reimbursement claim no later than XXX XX, XXXX.

Finally, if you paid out-of-pocket costs to replace your headlamps due to dimming prior to XXX XX, 2021, even if the costs were not incurred through an Authorized Nissan Dealer, you can submit a claim for reimbursement of those costs no later than XXX XX, XXXX. Such costs may include parts, shipping, and labor, but reimbursement is capped at \$1,2000 per headlamp pair replaced through an independent repair shop. After XXX XX, XXXX, only costs incurred through an Authorized Nissan Dealer are reimbursable.

Option 2: Exclude Yourself from the Settlement – If you do not wish to receive benefits from the Settlement and you want to retain your right to sue Nissan at your own expense on an individual basis, you must exclude yourself (opt-out) online or in writing on or before **Month 00, 0000**. If you exclude yourself, you cannot get any benefits from this Settlement. If you remain in the settlement, you will receive the benefits of the Settlement but you will also release claims you might have against Nissan arising out of the headlamp defect alleged in the lawsuit.

Option 3: Object to the Settlement – You have a right to stay in the Class and argue in a written objection that the Settlement should not be approved. You will still be bound by the Settlement if it is approved and you cannot object if you exclude yourself from the Settlement. The deadline to object is **Month 00, 0000**. You can also ask to speak in Court about the fairness of the Settlement.

Option 4: Do Nothing – If you do nothing, you will not receive any cash payment. You will be bound by the Settlement's terms and will lose the right to sue Nissan regarding the Headlamp Defect. All Class

Members, however, will receive the benefit of the warranty extension, regardless of whether or not they submit a Claim Form.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case on **MONTH 00, 2021 at 00:00 x.m.** in the Estes Kefauver Federal Building & Courthouse, 801 Broadway, Nashville, Tennessee 37203 to consider whether to approve the Settlement, an award of attorneys' fees and expenses, and service awards to the Class Representatives. The attorneys' fees, expenses, and service awards approved by the Court will be paid separately by Nissan and will not reduce the amount available to pay Settlement benefits. The motion for attorneys' fees and expenses will be posted on the website after it is filed. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.XXXXXXXXXXXXXXXXXX.com** or call **1-XXX-XXX-XXXX** for any updates about the hearing. The Court may also allow participation at this hearing via video or phone in light of the COVID-19 pandemic. If there are timely objections to the Settlement, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your attorney may appear at the hearing, at your own expense, but you don't have to. We do not know how long these decisions will take.

This notice is a summary only.

*You should review the full notice for additional information about the Settlement and your rights at **[www.insertwebsite.com]** or by contacting the Settlement Administrator, **Address, Address, City, State 00000** or calling **000.000.0000**.*

EXHIBIT D

www._____.com
Settlement Administrator
Address
City, State, Zip

**Legal Notice
&
Pre-Paid, Detachable Claim Form**

In **MONTH**, 2021, we sent a notice informing you are a class member in a proposed class action settlement involving the headlamps of 2013–2018 Nissan Altimas in the *Suarez v. Nissan North America* lawsuit. A court has approved the Settlement, and it is now effective.

In order to be eligible to receive a free headlamp replacement from a Nissan dealer, you **must** return the pre-paid, detachable claim form attached to this notice, or submit a claim online, by **MONTH, 00, 2021**, and then take further steps. Please see the reverse side of this postcard for more details.

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

Claim Number: [XXXXXXX]

[NAME]
[STREET]
[CITY, STATE, ZIP]

The settlement provides for a six-year, extended warranty covering headlight dimming due to delamination in the headlamp assembly. Although your Nissan Altima Class Vehicle is already beyond the six-year Extended Warranty period under the Settlement, **you can still get free replacements within a limited window of time by following these two instructions:**

1. **Submit An Out-of-Warranty Repair Claim Form by Month 00, 2021:** You can either return the pre-paid, detachable claim form attached to this postcard, or fill out an “Out-of-Warranty Repair Claim Form” on the Settlement Website (www._____.com). Your claim form must be postmarked or submitted online by **MONTH 00, 2021**. If you do not submit the claim form or submit it late, you will not be eligible for free replacement headlamps.
2. **Take your Altima to an Authorized Nissan Dealer between MONTH 00, 2021 and MONTH 00, 2021:** After you submit a timely claim from, you must make an appointment and take your Altima to an authorized Nissan dealer between **MONTH 00, 2021** and **MONTH 00, 2021**. This is the only window of time outside of the six-year extended warranty when you can get free replacements. The dealer will confirm your eligibility for free replacement headlamps.

If you previously paid out of pocket for replacement headlamps, you can also submit a claim for reimbursement. Claims for reimbursement must be filed no later than **Month 00, 2021**. Please visit www._____.com for information about submitting a reimbursement claim.

This postcard is a summary only. Please visit www._____.com to view the Full Notice and for additional information about the Settlement.

Out-of-Warranty Claim Form

1. Confirm that your information is correct. If incorrect, please correct in the provided space.

Name: [prefilled _____]

Correction: _____

Address: [prefilled _____]

Correction: _____

City: [prefilled _____]

Correction: _____

State: [prefilled _____]

Correction: _____

Zip: [prefilled _____]

Correction: _____

2013–2018 Nissan Altima VIN:
[prefilled Class Member's 17-digit VIN]

Correction: _____

2. Check the box, if true and applicable.

☐

I would like to receive free Headlamp Assembly because my headlights are dim.

3. Sign the Certification Statement.

By signing this Form, you are certifying that all of the information that you provided on this Form is true and accurate to the best of your knowledge and recollection.

Signature

Date (mm/dd/yyyy)

For Claims Administrator Use Only:

Claim No. [Prefilled _____]

[insert any KCC internal reference information,
bar codes etc.]

[Claims Administrator]

[Address]

[City, State, Zip]

EXHIBIT E

**If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle,
You May Be Eligible for Benefits Under A Class Action Settlement**

The United States District Court for the Middle District of Tennessee has authorized this notice.

This is not an advertisement and not a solicitation from a lawyer.

A proposed settlement has been reached in a class action lawsuit against Nissan North America, Inc. (“NNA”). The case is *Suarez v. Nissan North America, Inc.*, Case No. _____ (M.D. Tenn.). The plaintiffs allege that 2013-2018 model year Nissan Altimas manufactured with halogen headlamps may become dangerously dim over time due to delamination of reflective surfaces inside the headlamp. NNA denies the allegations. The Court has not decided who is right, and the Parties have chosen to settle their dispute. This notice provides only a summary of the settlement. Go to www.AltimaHeadlightSettlement.com for more information.

THIS SETTLEMENT INCLUDES ALL UNITED STATES RESIDENTS WHO ARE CURRENT OR FORMER OWNERS OR LESSEES OF A 2013–2018 NISSAN ALTIMA MANUFACTURED WITH HALOGEN HEADLIGHTS.

What Does the Settlement Provide?

NNA has agreed to provide the following to Settlement Class Members:

1. A 3-year extension of the manufacturer’s warranty covering headlight dimming caused by delamination, for a total of 6 years of coverage.
2. If your vehicle is already outside of the 6-year warranty period when the Settlement becomes effective, you can receive a free repair at an Authorized Nissan Dealer during a limited window of time following approval of the Settlement. To receive this benefit, you must file an Out-of-Warranty Repair claim and bring your Altima to an Authorized Nissan Dealer within the limited window of time. Visit the Settlement website for more information.
3. If you previously paid for headlamp assembly replacements, you can file a claim for cash reimbursement. The deadline is **MONTH 00, 2021**.

Your Rights May Be Affected.

Settlement Class Members who do not want to be legally bound by the Settlement must exclude themselves by **MONTH 00, 2021**. Settlement Class Members who do not exclude themselves will release their claims against NNA, as more fully described in the Settlement. The detailed notice (also known as the “Full Notice”) available at www.AltimaHeadlightSettlement.com provides further details, including an explanation of how to exclude yourself or object. The Court is scheduled to hold a hearing on **MONTH 00, 2021**, to consider whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$2,500,000 including costs and expenses, and Incentive Awards for the Class Representatives of \$5,000 each. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

How Can You Get More Information?

This is only a summary. For more information, including on the scope of the Extended Warranty coverage, how to file a claim for out-of-pocket reimbursement, exclude yourself from the Settlement or object,

please visit www.AltimaHeadlightSettlement.com or contact the Settlement Administrator by calling 0-000-000-0000. Please do not contact the Court.

Visit www.AltimaHeadlightSettlement.com or call XXX-XXX-XXXX for more information

EXHIBIT F

CLASS ACTION REIMBURSEMENT CLAIM FORM

Suarez, et al. v. Nissan North America, No. XXX (M.D. Tenn.)

Claim forms must be postmarked or submitted online by **[XXX date XXX]**.

Use this claim form to seek reimbursement if you paid out of pocket to replace the Headlamp Assemblies on your 2013-2018 Nissan Altima. (Note, the settlement does not cover bulbs.)

Step 1 – Provide your contact information. (Required)

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone number (optional): _____

Email (optional): _____

(Your phone number and email address will be used solely for communicating with you about this Settlement and will not be sold or used for any other purposes.)

Step 2 – Identify your Altima. (Required)

Provide the Vehicle Identification Number (“VIN”) for the Altima that you own(ed) or lease(d) and for which you paid for replacement headlamps. If you received a notice in the mail, the VIN should be shown there. The VIN should also be shown on your vehicle purchase, lease, and/or registration records.

Vehicle Identification Number (“VIN”):

| | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Step 3 – State your claimed reimbursement amount and provide documentation of out-of-pocket cost. (Required)

Out-of-pocket costs incurred for parts, labor, shipping, and materials are eligible for reimbursement. In order to receive reimbursement, you must provide evidence of your out-of-pocket expenses, such as a receipt, work order, invoice, service record, or similar document.

If you paid for more than one pair of replacement headlamps, you should include all payments and submit all documents.

Note: The settlement covers headlamps; it does not cover headlight bulbs.

How much did you pay for replacement headlamps(s): \$_____

Who preformed the replacement? (select more than one if applicable)

| | |
|--|---|
| | A Nissan Dealer replaced my headlamps. |
| | An Independent Repair Facility replaced my headlamps. |
| | I replaced the headlamps myself. |

Step 4 – Sign and date the certification statement below. (*Required*)

| | |
|---|----------------------------|
| CERTIFICATION STATEMENT: By signing this Form, you are certifying, under the penalty of perjury, that: (1) all of the information provided with this Reimbursement Claim Form is true and accurate to the best of your knowledge and recollection, and (2) you incurred the claimed out-of-pocket expenses due to problems with dimming/brightness of your headlights. | |
| _____ Signature | _____ Date (mm/dd/yyyy) |

Step 5 - Please select benefit payment option: ☐ Check ☐ Electronic Payment

If Electronic Payment is selected, you will receive an email after Final Approval with a list of available payment options.

Step 6 – Mail or email this Claim Form and any supporting documentation by **XXX date XXX to:**

[XXX Claims Administrator
Address XXX]

[XXXX Claims Administrator Email XXX]

You can also complete your Claim Form online at [www.website.com] and upload any supporting documentation.

THE ONLY WAY TO RECEIVE REIMBURSEMENT FOR HEADLAMP ASSEMBLY REPLACEMENTS IS TO SUBMIT DOCUMENTARY EVIDENCE OF YOUR OUT-OF-POCKET COSTS.

For more information please view the Class Notice, or call [Administrator] at [XXX phone] or visit www.website.com.