

LEGAL NOTICE BY ORDER OF COURT
(LONG FORM NOTICE)

This Notice describes rights you may have in connection with the settlement of a lawsuit.

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

This is not a solicitation from a lawyer. This is not a legal action against you.

This Notice describes a proposed settlement in a class action lawsuit brought against Nissan North America, Inc. (“NNA”) regarding paint-peeling occurring on White-painted Nissan Rogues and Infiniti QX56s. **Please read this Notice carefully. It summarizes your rights and options under the Settlement, which are affected whether or not you act. The full Settlement Agreement can be accessed at www.vehiclepaintsettlement.com.**

If you bought a new or used White-painted Nissan Rogue and/or Infiniti QX56s, and if you fit the description of a member of the Settlement Class, then you have the following options:

- **You can claim one of the benefits provided by the Settlement.** Under the Settlement, you may be eligible for a subsidized repaint of your vehicle and rental car coverage, as well as eligibility in Nissan’s Vehicle Purchase Program. If you have already repainted your vehicle at your own expense, you may be eligible for compensation.
- **You can exclude yourself from the Settlement.** If you pursue this option, you will not receive any of the settlement benefits described above, but you retain the right to bring your own lawsuit. Your request to exclude yourself must be submitted no later than November 29, 2019. You must follow the process described in part 8 below. If the Settlement is approved and you do not exclude yourself, you will be bound by the Settlement and will release certain claims described below.
- **You can object to the Settlement.** The deadline for objecting to the Settlement is November 29, 2019. All objections must be mailed to the Settlement Administrator, Class Counsel, and NNA’s counsel. See part 7 below for details.

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE, OR NNA’S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, please call 1-866-608-6542 or visit www.vehiclepaintsettlement.com.

BASIC INFORMATION

In two purported class actions known as *Nelson v. Nissan North America, Inc.*, Case No. 3:17-cv-01114 (M.D. Tenn.) and *Anglin v. Nissan North America, Inc.*, Case No. 1:17-cv-04240 (N.D. Ill.), the Plaintiffs alleged that they bought vehicles that NNA had defectively painted. Specifically, they alleged that their vehicles’ paint peeled in whole parts after only a few years of use and that NNA refused to provide repaints. NNA denies that it did anything wrong. The Court has not decided who is right.

A settlement of the lawsuits (“Settlement”) has been negotiated which, if approved by the Court, gives you options, including the ability to get a repaint (subject to co-pay) or reimbursement for a repaint you already completed, car rental coverage (or reimbursement), and eligibility for Nissan’s Vehicle Purchase Program, which would allow you to purchase new Nissan or Infiniti vehicles at a pre-negotiated price.

By entering into the Settlement, NNA has not admitted the truth or validity of any of the claims against it. Your rights and options under the Settlement—and the deadlines to exercise them—are explained below.

YOUR LEGAL RIGHTS AND OPTIONS

<p align="center">SUBMIT A REIMBURSEMENT CLAIM OR VISIT AN AUTHORIZED NISSAN OR INFINITI DEALERSHIP</p>	<p>These are the only ways to receive benefits from the Settlement. Class Members who have completed a repaint must submit a valid reimbursement claim by the deadline of December 19, 2020 to receive a payment and will give up certain rights as described below. Class Members who have not yet completed a repaint may visit an Authorized Nissan or Infiniti dealer to complete a repaint and/or exercise their eligibility in Nissan’s Vehicle Purchase Program.</p>
<p align="center">DO NOTHING</p>	<p>If you do nothing, you will receive nothing from the Settlement, but <i>you will still give up your rights to sue NNA</i> as described below.</p>
<p align="center">EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you exclude yourself, you can sue NNA on your own and at your own expense, but you will not receive anything from the Settlement. The deadline for excluding yourself is November 29, 2019.</p>
<p align="center">OBJECT</p>	<p>You may file an objection if you wish to object to the Settlement. The deadline to object to the Settlement is November 29, 2019.</p>
<p align="center">GO TO A HEARING</p>	<p>Ask to speak in Court about the fairness of the Settlement. The Court has set a hearing for December 19, 2019 at 1:00 p.m. (subject to change).</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice. The Court in charge of this Settlement still has to decide whether to approve the Settlement. If approved, benefits will be distributed to those who qualify. Please be patient.

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1. Who is in the Settlement Class?

The United States District Court for the Middle District of Tennessee (Honorable Eli Richardson) has conditionally certified, for settlement purposes only, a Settlement Class in *Nelson v. Nissan North America, Inc.*, Case No. 3:17-cv-01114.

If you received a notice of the Settlement directed to you, then you may be a member of the Settlement Class. But even if you did not receive a notice, you may still be a member of the Settlement Class. The “Settlement Class” is defined as:

All persons in the United States and its territories of Puerto Rico and Guam who purchased any White-painted Nissan Rogue produced between January 11, 2013 and April 23, 2013, and/or any White-painted Infiniti QX56s produced between November 20, 2009 and December 12, 2012.

Excluded from the Settlement Class are NNA; any entity that is a subsidiary of or is controlled by NNA; anyone employed by Class Counsel; any judge to whom the Underlying Actions are assigned, his or her spouse, and members of the judge’s staff.

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at www.vehiclepaintsettlement.com or call the toll-free number 1-866-608-6542.

2. What is this litigation about?

These two cases were brought as class actions alleging that NNA produced vehicles with defective exterior paint that peeled off in whole parts after a relatively short period of use. This is just a summary of the allegations. The complaints in these lawsuits are posted at www.vehiclepaintsettlement.com and contain all of the allegations. NNA denies these allegations; however, to avoid the expense, inconvenience, and distraction of continued litigation, NNA has agreed to the Settlement described in this Notice.

3. Who represents me?

In a class action, one or more people or entities called class representatives sue on behalf of people and entities who have similar claims. In this case, Michelle Nelson and John Anglin sued NNA in a representative capacity, and the Court has appointed them to be Settlement Class Representatives for all Class Members.

The Court also approved the law firms McGuire Law, P.C.; Glassman, Wyatt, Tuttle & Cox, P.C.; Morgan Law Firm, Ltd.; and Sawin Law Firm, Ltd. to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

4. What benefits can I receive from the Settlement?

Under the Settlement, NNA has agreed to provide an Extended Warranty for the members of the Settlement Class. The Extended Warranty increases the exterior paint warranty coverage for the vehicles subject to this Settlement. Under the Extended Warranty, you have two options, depending on whether you have already repainted your Nissan or Infiniti vehicle that is subject to the Settlement.

The Extended Warranty extends your vehicle’s exterior paint warranty—specifically for paint peeling issues—for four years.

A. Repaint

You are eligible for one repaint (or reimbursement of a repaint) of your vehicle, subject to the co-pays described below. To act on this eligibility, if you have not already had your vehicle repainted, you must bring your vehicle to any authorized Nissan or Infiniti dealer and inform the staff that you are a member of this Settlement Class. The dealer will inspect your vehicle to confirm its eligibility for a repaint. If confirmed, the dealer will coordinate to obtain a repaint estimate that it will share with you and NNA to confirm acceptance of the estimate. Once the estimate has been accepted by you and NNA, the repaint will proceed and you will be offered a rental car (subject to a maximum spending cap), as necessary. The dealer will coordinate the delivery of your vehicle to the paint shop and, once the repaint is performed, will contact you to pick up your vehicle. Because the repaint process is a multi-step process, please be patient as your dealer coordinates your repaint.

During the first two years of the Extended Warranty, NNA will cover 90% of the cost of the repaint (you pay a 10% co-pay). During the final two years of the Extended Warranty, NNA will cover 70% of the cost of the repaint (you pay a 30% co-pay). If you need to rent a car during the repaint process, NNA will provide up to \$400 of rental car coverage for Nissan Rogue repaints and up to \$600 for Infiniti QX56s repaints.

Visit www.vehiclepaintsettlement.com or call 1-866-608-6542 for more information.

B. Reimbursement

If you already repainted your vehicle at your own expense before notice of the benefits under this Settlement was issued, you may be eligible for reimbursement for the repaint expenses you incurred, including reimbursement for rental car expenses. Reimbursement amounts will be in the same co-pay percentages as shown in the Repaint option described above. To apply for reimbursement under the Settlement, you must submit your reimbursement request to NNA within one year of the Effective Date of the Settlement. You will receive notice of the Effective Date once the Settlement has been approved, and that notice will provide the contact information for such submissions. This process will require vehicle owners to provide documentation proving their earlier repaint (e.g., repaint invoices) as well as any earlier rental car expenses.

VPP Eligibility

In addition to either repainting your vehicle or reimbursing you for a previous repaint, as described above, NNA will provide you with 3 months of eligibility in Nissan's Vehicle Purchase Program starting after the Effective Date of the Court's final approval of the Settlement. Nissan's Vehicle Purchase Program offers pre-negotiated pricing on new Infiniti and Nissan vehicle purchases. If this Settlement is approved by the Court, you will receive a separate notice in the mail with more details about your ability to participate in the Vehicle Purchase Program.

5. Do I have to pay the lawyers representing me?

No. Class Counsel will apply to the Court for an award of attorneys' fees and expenses for investigating the facts, litigating the cases, and negotiating the Settlement. To date, Class Counsel have not received any payment for their services in litigating the cases on behalf of the Class Representatives and the Settlement Class, nor have Class Counsel been reimbursed for their costs and expenses directly relating to their representation of the Settlement Class. Class Counsel will also request that an Incentive Award be awarded to each of the Class Representatives in recognition of their service to the Settlement Class. The amount of any fee or Incentive Award will be determined by the Court. You may contact Lead Class Counsel for further information at the following address:

Myles McGuire
Evan M. Meyers
David L. Gerbie
MCGUIRE LAW, P.C.
55 West Wacker Drive, Suite 900
Chicago, IL 60601
mmcguire@mcgpc.com
emeyers@mcgpc.com
dgerbie@mcgpc.com
Tel: (312) 893-7002

6. What am I agreeing to by remaining in the Settlement Class in this case?

Unless you exclude yourself, you will be a member of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against NNA involving or relating in any way to the claims made in the lawsuits covered by the Settlement. The released claims include all claims that were or could have been asserted in the lawsuits, regardless of whether those claims are known or unknown, filed or unfiled, asserted or as yet unasserted, existing or contingent. These include claims under provisions of Section 1793.22 of the California Civil Code.

7. What if I don't agree with the Settlement?

If you are a member of the Settlement Class, you may object to the Settlement or any part of the Settlement that you think the Court should reject; if so, the Court will consider your views. To object, you must send your objection to the Settlement Administrator, Class Counsel, and NNA's Counsel providing:

- a) The case name and case number of this litigation (*Nelson v. Nissan North America, Inc.*, M.D. Tenn., Case No. 3:17-cv-01114);
- b) Your full name, current address, and phone number, and the name, current address, and phone number of your counsel, if any;
- c) The VIN of your Nissan or Infiniti vehicle covered by the Settlement Class definition;
- d) The reasons why you object to the Settlement along with any supporting materials;
- e) Information about other objections you or your lawyer(s) have made in other class action cases in the last four (4) years; and
- f) Your signature.

Your objection must be postmarked on or before November 29, 2019. Objections must be mailed to:

Nelson v. Nissan Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

Plaintiffs' Counsel
Myles McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601

Defendant's Counsel
William R. Sampson
SHOOK, HARDY & BACON, LLP
2555 Grand Blvd.
Kansas City, MO 64108

8. How do I exclude myself from the Settlement Class?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting-out,” you will not be eligible to receive any benefits as a result of this Settlement. However, you will keep the right to sue or continue to sue NNA on your own and at your own expense concerning any of the claims that will be released as part of this Settlement.

To exclude yourself from the Settlement Class, you must send a letter to the Settlement Administrator providing:

- a) The case name and case number of this Litigation (*Nelson v. Nissan North America, Inc.*, M.D. Tenn., Case No. 3:17-cv-01114);
- b) Your full name, current address, and phone number;
- c) The VIN of your Nissan or Infiniti vehicle covered by the Settlement Class definition;
- d) A statement that you wish to exclude yourself from the Settlement Class; and
- e) Your signature.

If you wish to exclude yourself, you must submit the above information to the following address so that it is postmarked no later than November 29, 2019.

Nelson v. Nissan Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

Requests for exclusion from the Class that are not postmarked on or before November 29, 2019 will not be honored.

You cannot exclude yourself from the Settlement Class by telephone, email or on the Settlement Website. You cannot exclude yourself by mailing a request to any other location or after the deadline above. Your exclusion notice must be signed by you.

9. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

10. What if I do nothing at all?

You will remain a member of the Settlement Class. However, to have the potential for benefits under the Settlement, you will need to exercise your rights under the Settlement consistent with the process described in Part 4 above.

11. What will be decided at the Final Approval Hearing?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and any requests for fees, expenses, and Incentive Awards. The Final Approval Hearing is currently set for December 19, 2019 at 1:00 p.m. at the United States District Court for the Middle District of Tennessee, Nashville Division, located in Courtroom 874, 801 Broadway, Nashville, TN 37203. The hearing may be moved to a different date or time without additional notice, so you should check www.vehiclepaintsettlement.com and the Court's docket for updates.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the request by Class Counsel for attorneys' fees and expenses of up to \$1,780,000, and for the Class Representatives' Incentive Awards of \$10,000 each. If there are any objections, the Court will consider them at the Final Approval Hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long that decision may take.

Visit www.vehiclepaintsettlement.com or call 1-866-608-6542 for more information.

You may attend the hearing at your own expense, but you do not have to do so.

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that you intend to appear and will seek to be heard. This “Notice of Intention to Appear” must include the following:

- a) The case name and case number of this Litigation (*Nelson v. Nissan North America, Inc.*, M.D. Tenn., Case No. 3:17-cv-01114);
- b) Your full name, current address, and phone number;
- c) The VIN of your Nissan or Infiniti vehicle covered by the Settlement Class definition;
- d) A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing in this case;
- e) Copies of any papers, exhibits, or other evidence or information that you will present to the Court;
- f) The reasons you want to be heard; and
- g) Your signature.

You must send copies of your notice of intent to appear, postmarked by November 29, 2019, to:

(1) United States District Court for the Middle District of Tennessee
Clerk of Court
Estes Kefauver Federal Building & Courthouse
801 Broadway
Nashville, TN 37203

(2) Plaintiffs’ Counsel
Myles McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601

(3) Defendant’s Counsel
William R. Sampson
SHOOK, HARDY & BACON, LLP
2555 Grand Blvd.
Kansas City, MO 64108

You cannot speak at the hearing if you exclude yourself from the Settlement.

12. Does this Notice contain the entire Settlement Agreement?

No. This is only a summary of the Settlement. If the Settlement is approved and you do not exclude yourself from the Settlement Class, you will be bound by the release contained in the Settlement Agreement, and not just by the terms of this Notice. Capitalized terms in this Notice are defined in the Settlement Agreement. You can view the full Settlement Agreement online at www.vehiclepaintsettlement.com, or call 1-866-608-6542 for more information.

13. Where can I get more information?

For more information, visit www.vehiclepaintsettlement.com or call the Settlement Administrator at 1-866-608-6542, or you may contact Class Counsel as set forth in Section 5, above.

**NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE,
OR NNA’S COUNSEL. THEY WILL NOT BE ABLE TO ASSIST YOU.**