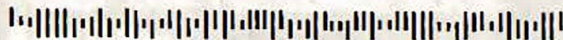


Nissan Timing Chain Litigation Claims Administrator  
P.O. Box 43219  
Providence, RI 02940-3219

NND



Sarah Duncan, et al. v. Nissan North America, Inc.  
Case No. 1:16-cv-12120

Please upload at [www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.com) or  
return by regular mail to: Nissan Timing Chain Litigation Claims  
Administrator, P.O. Box 43219, Providence, RI 02940-3219.

All Claim Forms must be submitted online or  
postmarked\* by the applicable deadline  
listed below, depending on the date of the  
Qualifying Repair for which you seek partial  
reimbursement or a Voucher.

Date of Qualifying Repair	Claim Form Deadline
On or before May 20, 2020	August 18, 2020
After May 20, 2020	90 days after the later of: (i) the date of the Qualifying Repair, or (ii) the date of Final Approval of this class action settlement.

\*If your Claim Form is submitted by mail without a postmark, it  
must be received by the applicable deadline listed above

## Claim Form

### I. CLAIMANT CONTACT INFORMATION

Claimant Name

Mailing Address

City

State

ZIP Code

Daytime Telephone Number

Evening Telephone Number

Email

### II. CLAIMANT VERIFICATION INFORMATION

1. Did you purchase or lease a 2004-2008 Nissan Maxima, 2004-2009 Nissan Quest, 2004-2006 Nissan Altima (with a VQ35 engine), 2005-2007 Nissan Pathfinder, 2005-2007 Nissan Xterra, or 2005-2007 Nissan Frontier (with a VQ40 engine) in Colorado, Florida, Maryland, Massachusetts, New Jersey, New York, Oregon, North Carolina, or Texas?

☐ Yes  
☐ No

If so, please provide the following information:

Model Year

Model

Vehicle Identification Number

2. Did you pay out of your own pocket for diagnosis, repairs and/or replacement to the primary or secondary timing chain systems or components in your vehicle?

☐ Yes  
☐ No

If you answered "NO" to question 1 OR question 2, you are not eligible to submit a claim.

If you answered "YES" to questions 1 and 2:

(a) How much did you pay for parts and labor in connection with the repair?

\$

FOR CLAIMS  
PROCESSING  
ONLY

OB

CB

DOC  
I.C  
REV

RED  
A  
B



(b) What was your odometer mileage at the time of replacement or repair?

(miles)

(c) Do you have documentation showing that the repair was to the primary or secondary timing chain systems or components?

☐ Yes

☐ No

If yes, please include documentation (including your repair order and other documents showing VIN, mileage and date of repair) with your Claim Form.

If you are submitting a claim concerning repairs conducted after May 20, 2020, you must include with your claim a copy of a repair order from an authorized Nissan dealer establishing that the repair to your timing chain system was necessary because of a broken slack guide retention clip, an unseated slack guide, or worn secondary tensioner shoes, regardless of where you had the repair completed.

(d) Do you have documentation of the amount you paid for the repair?

☐ Yes

☐ No

If yes, please include documentation (including, among any other documents, your repair order or payment receipts) with your Claim Form.

### III. ELECTION OF BENEFIT

The Settlement Agreement provides for the following benefits:

A. For Qualifying Repairs on Class Vehicles that are made after the Powertrain Coverage under the New Vehicle Limited Warranty (60 months or 60,000 miles, whichever occurs first) has expired, but at fewer than 80,001 miles, (a) reimbursement of 80% of the first \$900 of Qualifying Repair costs actually paid by the Settlement Class Member, or (b) a Voucher toward the purchase of a new Nissan vehicle in the amount of \$1,500.

B. For Qualifying Repairs on Class Vehicles that exceed 80,000 miles but fewer than 100,001 miles, (a) reimbursement of 50% of the first \$900 of the Qualifying Repair costs actually paid by the Settlement Class Member, or (b) a Voucher toward the purchase of a new Nissan vehicle in the amount of \$1,000.

C. For Qualifying Repairs on Class Vehicles that exceed 100,000 miles but do not exceed 120,000 miles, (a) reimbursement of 20% of the first \$900 of the Qualifying Repair costs actually paid by the Settlement Class Member, or (b) a Voucher toward the purchase of a new Nissan vehicle in the amount of \$500.

I (we) elect the following benefit (please fill in only one):

☐ Reimbursement of repair costs

☐ Voucher toward purchase of a new Nissan vehicle (must be used by March 31, 2021)

### IV. ACKNOWLEDGEMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by filling in the circles (mandatory):

☐ SUBMISSION TO JURISDICTION OF THE COURT. I (we) agree to submit to the exclusive jurisdiction of the United States District Court for the District of Massachusetts, for all purposes associated with this Claim.

☐ VERIFICATION OF CLAIM AND WARRANTY. I (we) represent and warrant that the information, enclosures and supporting documentation submitted herewith are true, correct and accurate. I (we) specifically warrant that I (we) am (are) the rightful and only owner(s) or assignee(s) of the Claim submitted and have not otherwise transferred or encumbered any right or interest in this Claim and/or entitlement arising from the Settlement to any person.

☐ RELEASE. In consideration of the benefits provided by the Settlement, I (we) agree to be bound by all of the provisions in the Settlement, including granting to Nissan North America, Inc. a full and complete release of all Released Claims as defined and set forth in the Settlement and in any Final Order of the Court which may be entered pursuant to the Settlement.

### V. CERTIFICATION OF ACCURACY AND RELEASE OF CLAIM

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief and this document is signed under penalty of perjury. I (we) additionally certify under penalty of perjury that the repairs for which I (we) seek reimbursement were not previously paid for, in part or in whole, by Nissan.

If more than one Owner/Lessee, this Claim Form must be signed by all Owners/Lessees.

Signature of Claimant: \_\_\_\_\_ Date of Signature (mm/dd/yyyy): \_\_\_\_\_

Signature of Claimant: \_\_\_\_\_ Date of Signature (mm/dd/yyyy): \_\_\_\_\_

If you have questions about this Claim Form, call 1-855-325-2557 or visit [www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.com).



UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**NOTICE OF PROPOSED SETTLEMENT**

**IF YOU PURCHASED OR LEASED A 2004-2008 NISSAN MAXIMA, 2004-2009 NISSAN QUEST, 2004-2006 NISSAN ALTIMA (EQUIPPED WITH A VQ35 ENGINE), 2005-2007 NISSAN PATHFINDER, 2005-2007 NISSAN XTERRA, OR 2005-2007 NISSAN FRONTIER (EQUIPPED WITH A VQ40 ENGINE) IN THE STATES OF COLORADO, FLORIDA, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, NORTH CAROLINA, OR TEXAS**

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

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

- This Settlement resolves a lawsuit about Nissan's obligations, if any, related to the timing chain systems in the 2004-2008 Nissan Maxima, 2004-2009 Nissan Quest, 2004-2006 Nissan Altima (equipped with a VQ35 engine), 2005-2007 Nissan Pathfinder, 2005-2007 Nissan Xterra, or 2005-2007 Nissan Frontier (equipped with a VQ40 engine).
- If you paid for, or have to pay for in the future, costs to diagnose and/or repair your timing chain system, you may be entitled to partial reimbursement of those costs or a voucher towards the purchase of a new Nissan vehicle, if you meet the requirements of the Settlement.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

**Your Rights and Choices:**

You may:	Summary:	Read more:	Deadline:
<b>Do Nothing</b>	If you do nothing (do not submit a Claim Form) you will still be a part of the class settlement, you will be bound by the terms of the Settlement and cannot bring a lawsuit against Nissan for the same claims at issue in this lawsuit.	Page 8	
<b>Submit a Claim Form</b>	If you have already paid for the cost to diagnose and/or repair your timing chain system, <b><u>you must file a claim</u></b> to be eligible to receive a payment or other settlement benefits from Nissan. The Claim Form is enclosed with this Notice. If you have to pay to repair your timing chain system in the future and the mileage on your car is 120,000 miles or less, you will be able to submit a claim at that time.	Page 4	<b>Submit Claim Form By: August 18, 2020*</b>
<b>Opt out of the Settlement</b>	You may get out of the Settlement and keep your right to sue Nissan, if you want. However, you will not be entitled to receive the settlement benefits. The procedures for getting out of the Settlement are listed on page 5 of this Notice.	Page 5	<b>Mail Your Opt-Out Request Postmarked By: July 28, 2020</b>
<b>Object to the Settlement</b>	You may remain a Settlement Class Member and object to any aspect of the Settlement so long as you follow the objection requirements outlined on pages 5-6 of this Notice.	Pages 5-6	<b>Objection Filed By: July 28, 2020</b>

\* All Claim Forms must be submitted online or postmarked by the applicable deadline, depending on the date of the Qualifying Repair for which you seek partial reimbursement or a Voucher. If the Qualifying Repair is performed on or before May 20, 2020, your Claim Form must be submitted online or postmarked by August 18, 2020. If the Qualifying Repair is performed after May 20, 2020, your Claim Form must be submitted online or postmarked within ninety (90) days of: (i) the Qualifying Repair or (ii) the date of Final Approval of this class action settlement, whichever is later.



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## Basic Information

### **I. What is this lawsuit about?**

The Settlement resolves claims in two lawsuits called *Duncan, et al. v. Nissan North America, Inc.*, Case No. 1:16-cv-12120-DJC (“*Duncan*”), pending in the United States District Court for the District of Massachusetts, and *Chiarelli, et al. v. Nissan North America, Inc.*, Case No. 1:14-cv-04327(NGG)(PK) (“*Chiarelli*”), pending in the United States District Court for the Eastern District of New York. In those lawsuits, a number of individuals assert claims on behalf of themselves and all current and former owners and lessees of 2004-2008 Nissan Maxima, 2004-2009 Nissan Quest, 2004-2006 Nissan Altima (equipped with a VQ35 engine), 2005-2007 Nissan Pathfinder, 2005-2007 Nissan Xterra, or 2005-2007 Nissan Frontier (equipped with a VQ40 engine)



vehicles ("Class Vehicles") contending that the Class Vehicles contain a timing chain defect causing certain economic damages. The Plaintiffs brought claims against Nissan North America, Inc. ("Nissan" or "NNA") for breach of express warranty, breach of implied warranty, unjust enrichment, fraudulent concealment and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, Nissan, is called the Defendant.

Nissan has denied and continues to deny all of Plaintiffs' claims, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Settlement Class (as defined below), 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 might have similar claims. The people together are a "Class" or "Class Members." The Court preliminarily decided that this lawsuit can be a class action for settlement purposes. This means that, if the Settlement does not receive final approval by the Court, then Settlement Class Members will not get benefits under this Settlement, and Plaintiffs will need to go back to court to prove their case through trial.

## **3. Why is there a Settlement?**

While the Plaintiffs believe that their case is meritorious, they have agreed to this Settlement because, if it is approved, it provides substantial benefits to the Class, while avoiding significant risks of whether the class would be certified or whether the claim could prevail at 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 ensure satisfaction, to preserve and enhance goodwill with Nissan customers, and to end further litigation in this lawsuit, which could be protracted, burdensome and expensive for both Plaintiffs and Nissan.

The claims in the *Chiarelli* case and the *Duncan* case, discussed in answer to Question 1 above, have been combined into the *Duncan* case for purposes of seeking Court approval of the Settlement.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Nissan's admission or concession of any fault, wrongdoing or liability whatsoever.

## **Who is in the Settlement**

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

You are a Settlement Class Member and part of the Settlement if you purchased or leased a Class Vehicle in Colorado, Florida, Maryland, Massachusetts, New Jersey, New York, Oregon, North Carolina, or Texas, unless excluded as set forth below.

Excluded from the Settlement Class are: (1) Nissan and its officers, directors, employees and outside counsel; and its affiliates and the affiliates' officers, directors, and employees; Nissan distributors and the distributors' officers and directors; and Nissan dealers and their officers, directors, and employees; (2) Plaintiffs' counsel, and their employees; (3) judicial officers and their immediate family members and associated court staff assigned to this case, or the First Circuit Court of Appeals; and (4) persons or entities who or which timely and properly exclude themselves from the Settlement Class.

## **The Settlement Benefits – What You Will Get**

## **5. What are the possible benefits of this Settlement?**

The Settlement provides, at the option of the Settlement Class Member, either partial reimbursement or a voucher towards the purchase of a new Nissan vehicle, if you paid or pay to diagnose, repair, and/or replace the primary or secondary timing chain systems or components in a Class Vehicle after the factory warranty of 5 years or 60,000 miles, whichever occurs first, has expired but before the vehicle has accumulated more than 120,000 miles.



- a) For repairs made after the powertrain coverage under the New Vehicle Limited Warranty has expired (5 years or 60,000 miles, whichever occurs first) but at fewer than 80,001 miles, you may elect (a) for Nissan to reimburse 80% of the first \$900 of the cost actually paid, or (b) a voucher in the amount of \$1,500 towards the purchase of a new Nissan vehicle.
- b) For repairs made when the vehicle has more than 80,000 miles but fewer than 100,001 miles, you may elect (a) for Nissan to reimburse 50% of the first \$900 of the cost actually paid, or (b) a voucher in the amount of \$1,000 towards the purchase of a new Nissan vehicle.
- c) For repairs made when the vehicle has more than 100,000 miles but not more than 120,000 miles, you may elect (a) for Nissan to reimburse 20% of the first \$900 of the cost actually paid, or (b) a voucher in the amount of \$500 towards the purchase of a new Nissan vehicle.

**6. *What are the limitations on reimbursement and voucher based on vehicle's mileage at the time the Qualifying Repair occurred?***

With the sale of its new vehicles, Nissan provided a warranty period of 5 years or 60,000 miles, whichever occurs first. During this time, diagnosis, repair or replacement to the primary or secondary timing chain systems or components would have been paid for by Nissan under the warranty. The limitation on recovery of repair cost for vehicles driven less than 5 years, or driven less than 60,000 miles, is because such repair cost would have been paid by Nissan under warranty.

The limitation on recovery of repair costs after a vehicle has been driven more than 120,000 miles is because this is a settlement negotiated by the Parties. As a result, these owners or lessees will receive no compensation under the Settlement, but they will receive notice of the alleged defect.

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

Unless you get out of the Settlement (which is called "excluding yourself" or "opting out"), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will give Nissan, Nissan-related companies and the selling or leasing dealer a "release." A release means you cannot sue or be part of any other lawsuit against Nissan, Nissan-related companies or the selling or leasing dealer about the claims or issues in *this* lawsuit ever again. The specific claims and parties you will be releasing are described in paragraphs 29-30, 88, and 91 of the Settlement Agreement, available at [www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.com).

**How to Get a Benefit – Submitting a Claim Form**

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

To get a reimbursement or a voucher for repairs, as provided for in the Settlement, you must complete and submit a Claim Form. A copy of the Claim Form is included with this Notice. You may mail the completed Claim Form and necessary documentation to the Claims Administrator or you may submit a Claim Form and documentation electronically by visiting the settlement website at [www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.com).

To obtain a reimbursement or a voucher for a repair you have already made, you must submit the completed Claim Form with necessary documentation to the Claims Administrator by the deadline provided above. Claim Forms submitted after the deadline provided above will not be considered.

To obtain a reimbursement or a voucher for a repair made in the future, you must submit a completed Claim Form with necessary documentation to the Claims Administrator within ninety (90) days of: (i) the Qualifying Repair or (ii) the date of Final Approval of this class action settlement, whichever is later.

Reimbursement checks and vouchers may not be mailed until ninety (90) days after: the date of the Qualifying Repair or the Effective Date of this Settlement, whichever date is later. For more information on when the Settlement will take effect, please see Question 18.

**9. *What are my rights if my Claim is denied?***

If your Claim Form is rejected by the Claims Administrator, in whole or in part, you may contest the rejection. To do so, you must mail to the Claims Administrator via first-class United States Mail, within twenty (20) days of the mailing date of the Notice of Rejection, your notice and a statement of reasons indicating your grounds for contesting the rejection along with any supporting



documentation and requesting review of the rejection. If the dispute concerning a claim cannot be resolved by Nissan's Counsel, Class Counsel, and the Claims Administrator within forty-five (45) calendar days of your request for review, the dispute will be submitted to the Court for final decision.

### **Your Rights – Getting Out of the Settlement**

#### **10. Can I get out of the Settlement?**

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

#### **11. How can I exclude myself from the Settlement?**

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

- (1) The name of the lawsuit: "*Duncan, et al. v. Nissan North America, Inc.*, Case No. 1:16-cv-12120";
- (2) Your full name, current address, and telephone number;
- (3) Your vehicle year and model;
- (4) Your vehicle's Vehicle Identification Number (VIN), and, if you still own your vehicle, your mileage as of the date of this Notice;
- (5) A specific statement of your intent to exclude yourself from the lawsuit (for example, "Please exclude me from the Settlement Class in the *Duncan* Litigation."); and
- (6) Your signature and the date of your signature.

You must send your Request for Exclusion by first-class United States Mail, postmarked no later than July 28, 2020 to the Claims Administrator at the address below:

**Nissan Timing Chain Litigation Claims Administrator  
P.O. Box 43219  
Providence, RI 02940-3219**

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a Settlement 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**

#### **12. Can I tell the Court I do not like the Settlement?**

If you do not exclude yourself, you can tell the Court you do not like the Settlement or some part of it by filing an objection to the Settlement. Your objection could be to any aspect of the Settlement. If you object to the Settlement, you cannot also exclude yourself and you remain a Settlement Class Member.

#### **13. How can I object to the Settlement?**

If you did not exclude yourself from the Settlement Class, you may object to any aspect of the Settlement. In order to object, you or your attorney must file with or mail to the Court a written objection and any supporting papers and also mail your objection and any supporting papers to: (1) Class Counsel, (2) Nissan's counsel, and (3) the Claims Administrator. Your objections must contain the following:

- (1) The name of the lawsuit: "*Duncan, et al. v. Nissan North America, Inc.*, Case No. 1:16-cv-12120";
- (2) Your full name, current address, and telephone number;



- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2004-2008 Nissan Maxima, 2004-2009 Nissan Quest, 2004-2006 Nissan Altima (equipped with a VQ35 engine), 2005-2007 Nissan Pathfinder, 2005-2007 Nissan Xterra, or 2005-2007 Nissan Frontier (equipped with a VQ40 engine), the specific model year(s) and the approximate date(s) of purchase or lease (for example, "I currently own a 2005 model year Nissan Quest that I purchased in January 2005");
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Current odometer mileage of the vehicle(s) if currently owned or leased;
- (6) Each specific reason for your objection, including the grounds for your position;
- (7) All evidence and supporting papers (for example, briefs, written evidence, and declarations) that you want the Court to consider in support of your objection;
- (8) Whether you intend to appear at the Fairness Hearing, also known as a Final Approval Hearing, and whether you will be represented by separate counsel;
- (9) A list of all persons, if any, who will be called to testify in support of the objection;
- (10) A detailed list of any other objections to any class action settlements submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years; and
- (11) Your signature and the date of your signature.

If you, or your separate counsel, wish to appear and be heard orally at the Final Approval Hearing, you must state your desire to appear personally or by your separate counsel in your written objection. However, Settlement Class Members who object to the Settlement are not required to attend the Final Approval Hearing. You must mail your objection to the Court and mail separate copies to Class Counsel and Nissan's counsel by first-class United States Mail, no later than July 28, 2020.

Your objection must be sent by first-class United States Mail to the Court at the following address:

**Clerk of Court, United States District Court  
1 Courthouse Way, Suite 2300  
Boston, MA 02210**

The copies to be served on Class Counsel, Nissan's counsel, and the Claims Administrator must be mailed by first-class United States Mail to the following addresses:

**Class Counsel:**

Gary S. Graifman  
Jay I. Brody  
KANTROWITZ, GOLDBAMER & GRAIFMAN, P.C.  
747 Chestnut Ridge Road  
Chestnut Ridge, NY 10977

Howard Longman  
Patrick Slyne  
STULL STULL & BRODY  
6 East 45th Street, Fifth Floor  
New York, NY 10017

**Counsel for Nissan:**

E. Paul Cauley, Jr.  
S. Vance Wittie  
FAEGRE DRINKER BIDDLE & REATH LLP  
1717 Main Street, Suite 5400  
Dallas, Texas 75201

**Claims Administrator:**

Nissan Timing Chain Litigation Claims Administrator  
P.O. Box 43219  
Providence, RI 02940-3219

If you do not comply with these procedures or deadline for objection, you will lose your opportunity to have your objections considered at the Final Approval 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.



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

Excluding yourself means getting out of the Settlement altogether—you would not be entitled to receive any benefits pursuant to the Settlement or 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**

**15. Can I appear at the Final Approval Hearing?**

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

If you want to appear, or if you want your own lawyer instead of Class Counsel to participate or speak for you in this lawsuit, you must provide written notice in your objection to the Settlement mailed to the Court and mailed to the attorneys listed above in Question 13. You must state in that paper, "I intend to appear at the hearing."

**The Lawyers Representing You**

**16. Do I need to hire my own attorney?**

You do not need to hire an attorney, but can if you want to. You, and the entire class, are already represented by a group of attorneys listed below, who are known as 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:**

Gary S. Graifman

Jay I. Brody

KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C.

747 Chestnut Ridge Road

Chestnut Ridge, NY 10977

Howard Longman

Patrick Slyne

STULL STULL & BRODY

6 East 45th Street, Fifth Floor

New York, NY 10017

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 July 28, 2020 with the Clerk of the Court, and must send a copy by first-class United States Mail, to Class Counsel and Nissan's counsel at the addresses provided above in Question 13, postmarked no later than July 28, 2020.

**17. How much is Class Counsel being paid?**

Class Counsel will apply to the Court for attorneys' fees and expenses in a total amount up to \$3,250,000. Any award of attorneys' fees and expenses 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 Class Representatives for their service to the Class. However, where multiple Class Representatives claim to have owned or leased a single vehicle, such Class Representatives will receive a total combined incentive payment of \$5,000. 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.

**Final Approval of the Settlement**

**18. 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 August 25, 2020, at 3:00 p.m. Eastern Time, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the **United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, Courtroom 11, 1 Courthouse Way, 5th Floor, Boston, Massachusetts 02210**. The Final Approval Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Final Approval Hearing(s). After the Court rules on the final approval and the time to appeal has expired, the Settlement will become final.

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

If the Court does not approve the Settlement, 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.

**If You Do Nothing**

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

If you do nothing, you will still be a Settlement Class Member. However, you will not be entitled to any reimbursement or a voucher towards the purchase of a new Nissan vehicle, if you do not timely submit a Claim Form with the required documentation, within the timeframe required by the Settlement. 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.

**More Information**

**21. 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 visit the Claims Administrator's dedicated website for this case at [www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.com) or call 1-855-325-2557 for more information, or you may communicate directly with Class Counsel by contacting:

**Class Counsel:**

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**OR**

**Contact the Claims Administrator:**

Nissan Timing Chain Litigation Claims Administrator, P.O. Box 43219, Providence, RI 02940-3219

**Email Address:** [admin@NissanTimingChainSettlement.com](mailto:admin@NissanTimingChainSettlement.com)

**Toll-Free Number:** 1-855-325-2557

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 Claims Administrator's dedicated website for this case ([www.NissanTimingChainSettlement.com](http://www.NissanTimingChainSettlement.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:

**Clerk of Court, United States District Court**

**1 Courthouse Way, Suite 2300**

**Boston, MA 02210**

**Please do not contact the Court.**

**Date of Notice: May 20, 2020**