

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

A SETTLEMENT HAS BEEN REACHED IN CANADA, EXCLUDING QUEBEC, TO BENEFIT
MANY OWNERS AND LESSEES OF NISSAN VEHICLES:

IF YOU OWN/OWNED OR LEASE/ LEASED ONE OF THESE VEHICLES
YOU COULD GET BENEFITS FROM A CLASS ACTION SETTLEMENT

FOR MORE INFORMATION, VISIT www.cvtsettlementcanada.ca

**YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR at 1-888-890-6624 or at
cvtsettlement@ricepoint.com**

YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED VEHICLE OWNERS AND LESSEES

For Owners/Lessees of Altima and Juke Vehicles: 1-800-213-8143

For Owners/Lessees of Sentra, Versa, Versa Note Vehicles: 1-877-736-2345

A Settlement in Canada, excluding Quebec, has been reached with certain current and former owners and lessees of specified Nissan vehicles. This Settlement was reached following negotiations between Nissan North America Inc., Nissan Canada Inc. and class action lawyers for the owners and lessees.

The Settlement must be approved by the Court to become effective.

If approved, Nissan has agreed to offer the following benefits under the Settlement:

Reimbursement of Past Repairs

—and/or—

Extended Warranty

— or—

Voucher towards Purchase/Lease of a new Nissan/Infiniti Vehicle

Your rights and options—**and the deadlines to exercise them**—are explained in this notice. Additional information is available at www.cvtsettlementcanada.ca

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.**

WHAT THIS NOTICE CONTAINS

CLASS ACTION QUESTIONS	1
A What are my options in the Settlement?	1
B What are the Class Actions about?	2
C Why am I receiving this Notice?	2
CLASS MEMBERSHIP QUESTIONS	2
D Am I included in the Settlement?	2
E Is my vehicle a “Class Vehicle”?	2
F Am I a member of the “Settlement Class”?	3
G Who is excluded from the Settlement?	3
SETTLEMENT BENEFIT QUESTIONS	3
H What benefits can I receive?	3
I What if my car is more than 84 months old or has more than 140,000 kilometres of mileage?...	4
J What if i have not repaired my car, but a Nissan dealer has diagnosed and recommended a replacement or repair to the transmission?.....	4
K What if I have a claim related to my transmission or the extended warranty in the future?.....	4
L What do i need to do to get the benefits of this Settlement?.....	5
M What supporting documents will be needed to make a claim?.....	5
SETTLEMENT PROCESS QUESTIONS	6
N If I am a member of the Settlement Class, what rights am I giving up?.....	6
O I have an Individual Lawsuit against Nissan. What do I need to do to participate in the Settlement?.....	6
P How can I object to the Settlement?	7
Q How can I opt out of the Settlement?	8
R Can I attend the Settlement approval hearing?	9
S What is the effective date of this Settlement?	9
T Who is my lawyer / Class Counsel?.....	9
U How will Class Counsel be paid?.....	10
V How do I get more information?	10

CLASS ACTION QUESTIONS

A. WHAT ARE MY OPTIONS IN THE SETTLEMENT?

If you think you are included in the Settlement, you have the following options:

<p>LEARN MORE ABOUT THE SETTLEMENT AND WHETHER YOU MAY BE ELIGIBLE</p>	<p>STEP 1: Visit www.cvtsettlementcanada.ca.</p> <p>STEP 2: Determine whether your vehicle may be included in the Settlement by reviewing the criteria for inclusion and list of vehicles at Questions D and E. To assist in considering eligibility, you may call the Settlement Administrator at 1-888-890-6624. You will need your Vehicle Identification Number (“VIN”) for this step.</p> <p>STEP 3: Determine whether you may be eligible under the Settlement, and learn more about the estimated benefits that you may be eligible for by reviewing this notice and/or calling Class Counsel.</p>
<p>COURT APPROVAL OF THE SETTLEMENT</p>	<p>The Settlement is subject to approval by the Court. An approval hearing has been scheduled for March 31, 2022 before the Ontario Court. The hearing is public and you are welcome to attend at your own cost. No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.</p>
<p>OBJECT TO THE SETTLEMENT BEFORE IT IS APPROVED</p>	<p>If you do not like the Settlement, you may provide your views in writing so they are received by the Settlement Administrator by March 4, 2022. Your objection will be delivered to the Court and considered at the approval hearing for the Settlement. You will still be bound by the Settlement if the Court approves it.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT (OPT OUT) BEFORE IT IS APPROVED</p>	<p>If you do not want to participate in the Settlement or be bound by it, you must exclude yourself by opting out. Your opt out request must be received by March 4, 2022. If you opt out, you will <u>not</u> be eligible to receive any benefits under the Settlement and you will <u>not</u> be able to object to the Settlement, but you <u>will</u> keep any right you have to separately sue Nissan North America, Inc. and/or Nissan Canada Inc. at your own cost.</p>
<p>PARTICIPATE IN THE SETTLEMENT</p>	<p>If you wish to make a claim for benefits, you do not need to take any action at this time. The period to submit a claim will not begin until after the Settlement is approved by the Court. If approved, additional details will be provided regarding when and how claims can be submitted.</p>
<p>IF YOU TAKE NO STEPS</p>	<p>If you do not opt out <u>and</u> do not submit a claim after the Settlement is approved by the Courts, you will not receive any benefits from the Settlement and you will give up any rights you currently have to separately sue Nissan for the claims being resolved by the Settlement. You will, however, automatically receive the Warranty Extension if eligible.</p>

B. WHAT ARE THE CLASS ACTIONS ABOUT?

The class actions seek damages and other relief on behalf of consumers with Class Vehicles. They allege that the Class Vehicles have a continuously variable transmission (“CVT”) that is defective, which can lead to poor transmission performance or failure. The Plaintiffs brought claims against Nissan. The individuals who sued are called the Plaintiffs. The companies they sued, Nissan North America, Inc. and Nissan Canada Inc. (collectively, “Nissan”), are called the Defendants.

Nissan has denied and continues to deny all of the Plaintiffs’ claims related to the CVT in the Class 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.

These class actions consist of the following actions: *Lijie Mao v. Nissan Canada Inc. and Nissan North America Inc.*, Court File No. CV-19-00003730-00CP before the Ontario Superior Court of Justice at **Brampton**, and *Dave Perozzo v. Nissan Canada Inc. and Nissan North America, Inc.*, Court File No. **CV-20-00083710-00CP** before the Ontario Superior Court of Justice at Ottawa (collectively, the “Actions”).

C. WHY AM I RECEIVING THIS NOTICE?

This Notice summarizes the Settlement, which affects your legal rights if you are a Settlement Class Member. You have received this Notice because you are a past or current owner or lessee of a Class Vehicle. Receipt of this Notice does not mean that you are a Settlement Class Member.

If you are a Settlement Class Member, this Notice informs you of your legal rights and options. These options include participating in the Settlement and, if you wish, objecting to the Settlement, or excluding yourself (“opting out”) from the Settlement. You can also attend the upcoming public hearing before the Court, which will determine whether the Settlement should be approved.

CLASS MEMBERSHIP QUESTIONS

D. AM I INCLUDED IN THE SETTLEMENT?

You may be included in the Settlement if you own/owned or lease/leased a Class Vehicle, and have not validly and timely requested to opt out from the Settlement Class.

E. IS MY VEHICLE A “CLASS VEHICLE”?

Only Class Vehicles are included in the Settlement.

You may have a Class Vehicle if it is included in the below list of vehicles:

NISSAN	
Model	Model Years
Altima	2013-2016
Sentra	2013-2017
Versa Note	2014-2017
Versa	2012-2014
Juke	2013-2017

In addition, Class Vehicles:

- Must have been originally sold or leased in Canada;
- Must have been equipped with a CVT; and
- Were at any time registered in Canada with a provincial ministry of transportation or an equivalent agency, excluding Quebec, prior to December 3, 2021.

F. AM I A MEMBER OF THE “SETTLEMENT CLASS”?

You may be a member of the Settlement Class and included in the Settlement if:

- You are or were the registered owner or lessee of a Class Vehicle;
- You have not validly and timely requested to opt out from the Settlement Class; and
- You are not an Excluded Person (see Question G).

G. WHO IS EXCLUDED FROM THE SETTLEMENT?

Excluded Persons from the settlement include:

- Residents of the Province of Quebec;
- Federal and Provincial Governments who purchased Class Vehicles directly from Nissan Canada Inc.; and
- Nissan’s officers, directors and their respective heirs, successors and assigns.

SETTLEMENT BENEFIT QUESTIONS

H. WHAT BENEFITS CAN I RECEIVE?

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 Canada Inc. will extend the terms of the Nissan New Vehicle Limited Warranty for Class Vehicles to the extent it applies to the transmission assembly (including the valve body and torque converter) and Automatic Transmission Control Unit (“ATCU”) in all Class Vehicles by 24 months or 40,000 kilometres, whichever occurs first. The Warranty Extension will be subject to the terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicle.

(2) Reimbursement for Replacement of or Repair to Transmission Assembly or ATCU. Nissan Canada Inc. will reimburse Class Members for parts and labour actually paid by the Class Member for qualifying repairs involving the replacement of or repair to the transmission assembly or ATCU of their Class Vehicle if the work was done after the expiration of the powertrain coverage under the original New Vehicle Limited Warranty but within the durational limits of the Warranty Extension. If the replacement or repair was performed by a Nissan dealer, the full amount the Class

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

Member paid will be reimbursed. If the repair or replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse up to \$6,000 for that repair or replacement. In both cases, the replacement or repair must have occurred on or before the Class Vehicle has been in service for 84 months or been driven for 140,000 kilometres, whichever occurs first. If you paid for more repairs on more than one occasion, you can be reimbursed for all qualifying repairs subject to the above limits.

(3) Voucher Towards Purchase or Lease of a New Vehicle. Former owners of Class Vehicles who had 2 or more replacements or repairs to the transmission assembly or ATCU during their ownership experience (as reflected by Nissan Canada Inc. Warranty records) are eligible for a Voucher in the amount of \$1,300 for either a purchase or lease of a single new Nissan or Infiniti vehicle from an authorized Nissan dealer in Canada. Prior software updates and/or reprogramming do not count as a prior repair. The election to apply the Voucher toward the purchase or lease of a single new Nissan or Infiniti vehicle must be exercised within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable. Class Members eligible for a Voucher but also eligible for reimbursement of a qualifying repair must elect either to receive the Voucher or to receive reimbursement, but cannot receive both.

I. WHAT IF MY CAR IS MORE THAN 84 MONTHS OLD OR HAS MORE THAN 140,000 KILOMETRES OF MILEAGE?

You are not eligible for benefits, unless a Nissan dealer has diagnosed and recommended a replacement of or repair to the transmission within 84 months or 140,000 kilometres and your vehicle is within 84 months and has not yet driven 155,000 kilometres. For more details, see Question J.

J. WHAT IF I HAVE NOT REPAIRED MY CAR, BUT A NISSAN DEALER HAS DIAGNOSED AND RECOMMENDED A REPLACEMENT OR REPAIR TO THE TRANSMISSION?

If a Nissan dealer diagnosed and recommended the replacement or repair of your transmission assembly or ATCU before your Class Vehicle had been in service for 84 months or been driven for 140,000 kilometres (whichever occurs first), and you pay to have that replacement or repair performed before the vehicle has been driven 155,000 kilometres and no later than 90 days after the Approval Notice Date, then, if you submit a valid claim, you would be eligible for reimbursement of the transmission repair or replacement costs, subject to the cap of \$6,000 if the work was done by non-Nissan automotive repair facility. Repairs made after 155,000 kilometres or after 90 days after the Approval Notice Date, whichever occurs first, are not eligible for reimbursement.

K. WHAT IF I HAVE A CLAIM RELATED TO MY TRANSMISSION OR THE EXTENDED WARRANTY IN THE FUTURE?

If, in the future, you have a claim for breach of the New Vehicle Limited Warranty, as extended by the Warranty Extension (“Extended Warranty”) related to your transmission, based entirely on transmission performance issues, repairs or repair attempts, or any other conduct or events that occur after the Approval Notice Date, that claim is not released as a part of this Settlement. If you experience transmission problems after the Approval Notice Date and within the time/mileage limits of the Warranty Extension, you must first present your vehicle to a Nissan dealer for repairs and request warranty coverage. If you have a dispute with Nissan regarding application of the Extended Warranty or its repairs under the warranty, you must first attempt to resolve the dispute through an expedited resolution process involving an arbitrator whose decision is final. This expedited

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

resolution process is described further in Exhibit A to the Settlement Agreement. No lawsuit may be filed before a decision by the arbitrator.

L. WHAT DO I NEED TO DO TO GET THE BENEFITS OF THIS SETTLEMENT?

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

Class Members who believe they are eligible to receive reimbursement for a transmission repair or replacement must fill out and send to the Settlement Administrator a Claim Form. The Claim Form may be obtained at www.cvtsettlementcanada.ca or by calling the Settlement Administrator at 1-888-890-6624. The completed Claim Form must be sent to the Settlement Administrator by mail at the address below or via the settlement website by 90 days after the Approval Notice Date or within thirty (30) days after the date of the repair to your vehicle, whichever is later.

Mail: CVT Settlement Administrator
c/o RicePoint Administration Inc.
P.O. Box 4454, Toronto Station A
25 The Esplanade
Toronto, ON M5W 4B1

Courier: CVT Settlement Administrator
c/o RicePoint Administration Inc.
100 University Ave.
8th Floor
Toronto, ON M5J 2Y1

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

If you qualify for a \$1,300 Voucher for purchase or lease of a single new Nissan or Infiniti vehicle, you will be notified by the Settlement Administrator. To apply the Voucher towards the purchase or lease of a single new Nissan or Infiniti vehicle, qualified individuals must visit an authorized Nissan dealer in Canada (except Quebec), provide their name and government-issued ID, and exercise their Voucher within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable but can be used in addition to all other types of valid discount offers, rebates and incentives. No single Class Member is entitled to more than five (5) Vouchers regardless of the total number of Class Vehicles purchased by that Class Member.

If you believe you are eligible for both a \$1,300 Voucher and reimbursement, you must elect on the Claim Form whether to receive reimbursement or a Voucher. You may not receive both benefits.

M. WHAT SUPPORTING DOCUMENTS WILL BE NEEDED TO MAKE A CLAIM?

To submit a claim for benefits under the Settlement (if approved by the Court), you will need to provide the following information and supporting documents:

- Valid driver's license or other government-issued photo identification;
- Dates you owned or leased your vehicle; and
- Proof of vehicle ownership (in the case of an owned vehicle, a copy of the vehicle's registration certificate or bill of sale, and in the case of a leased vehicle, a copy of the lease

agreement).

To submit a claim for reimbursement of a Qualifying Repair, you will, in addition to the above, need to provide the following information and supporting documents:

- Appropriate contemporaneous documentation of a Qualifying Repair that establishes that (a) a Qualifying Repair was made, (b) the Class Member paid for the Qualifying Repair, (c) the amount paid for the Qualifying Repair, (d) the mileage of the vehicle at the time of the Qualifying Repair, and (e) the date of the Qualifying Repair;
- Additionally, for a Qualifying Repair made after the expiration of the Warranty Extension but within the time frame outlined in Question J, you will need appropriate contemporaneous documentation that establishes that (a) an Authorized Nissan Dealer diagnosed and recommended a repair to the transmission assembly or ATCU, (b) the vehicle's mileage at the time of the diagnosis and recommendation was within the period of the Warranty Extension, and (c) the date on which the diagnosis and recommendation was made.

SETTLEMENT PROCESS QUESTIONS

N. IF I AM A MEMBER OF THE SETTLEMENT CLASS, WHAT RIGHTS AM I GIVING UP?

A settlement is an agreement to resolve legal claims, and usually involves compromises by both sides. Settlements end all or part of a lawsuit while allowing the parties to avoid the costs and risks of a trial. A settlement also allows the parties to avoid the very significant time delays of litigation.

Unless you get out of the Settlement ("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, 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, their related companies or the selling or leasing dealer based upon or in any way related to transmission design, manufacturing, performance, or repair of Class Vehicles' CVT.

The above is only a summary of the general release. The Settlement Agreement sets out and describes the general release, so read it carefully. If you have any questions, you can talk to Class Counsel for free. You can also talk to your own lawyer, at your own expense, if you have questions about what this means. The Settlement Agreement is available at www.cvtsettlementcanada.ca.

Note: The Settlement does not release Nissan for claims of personal injury or wrongful death.

O. I HAVE AN INDIVIDUAL LAWSUIT AGAINST NISSAN. WHAT DO I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?

If you do not validly opt out of the Settlement, you will be a Class Member and eligible for Settlement benefits in exchange for giving up the right to sue Nissan for the claims resolved by the Settlement.

Class Members who have an action (other than these Class Actions) pending as against Nissan relating to the same facts underlying the claims resolved by the Settlement, are prevented from instituting or prosecuting in any court or tribunal any of the claims resolved by the Settlement.

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

P. HOW CAN I OBJECT TO THE SETTLEMENT?

Before objecting, it is recommended that you visit www.cvtsettlementcanada.ca to get more information about the Settlement or talk to Class Counsel for free. You can also talk to your own lawyer at your own expense.

If you are a Class Member and have comments about, or disagree with, any aspect of the Settlement that applies to you, you may express your views to the Court by submitting a personally signed written objection as provided below. You may object only if you do not exclude yourself from (*i.e.*, opt out of) the Settlement.

Your objection must include:

- Your full name and current address;
- The model year and make of your vehicle, and approximate date of purchase;
- A statement as to whether or not you still own/lease the vehicle;
- The VIN of your vehicle;
- The current odometer mileage of the vehicle;
- A specific statement of your reasons for objecting to the Settlement, including the factual and legal grounds for your position;
- A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- Confirmation of whether you intend to appear at the Approval Hearing and, if so, whether you will be represented by your own counsel; and
- Your signature with the date of signature.

Your objection must be received by no later than **March 4, 2022** at:

Mail or Courier to:	Mail: CVT Settlement Administrator c/o RicePoint Administration Inc. P.O. Box 4454, Toronto Station A 25 The Esplanade Toronto, ON M5W 4B1	Via Email: cvtsettlement@ricepoint.com
	Courier: CVT Settlement Administrator c/o RicePoint Administration Inc. 100 University Ave. 8th Floor Toronto, ON M5J 2Y1	
DO NOT SEND OBJECTIONS DIRECTLY TO THE COURT		

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

Note: Objecting to the Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive benefits under the Settlement. You cannot opt out of and also object to the Settlement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn.

If you deliver an objection to the Settlement, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will receive it. Should you wish to speak at a hearing, you must indicate your wish to do so in your written objection. You can hire a lawyer to appear on your behalf at your own expense. As the Settlement is an agreement between Class Counsel and Nissan, Class Counsel will not be advocating on behalf of objectors at the hearing.

Q. HOW CAN I OPT OUT OF THE SETTLEMENT?

Before excluding yourself by opting out of the Settlement, it is recommended that you visit www.cvtsettlementcanada.ca to get more information about the Settlement or talk to Class Counsel for free. You can also talk to your own lawyer at your own expense.

If you do not want to participate in the Settlement or be bound by it, you must exclude yourself by opting out. If you opt out, you will not be eligible to receive any benefits under the Settlement and you will not be able to object to the Settlement, but you will keep any right you have to separately sue Nissan at your own cost.

To opt out, you must submit a personally signed letter or request that includes:

- Your full name, address, and telephone number;
- The model year and make of your vehicle;
- The VIN of your vehicle;
- A clear statement communicating that you elect to opt out from the Settlement Class.

You may also download an Opt Out Form from the Settlement Website at www.cvtsettlementcanada.ca

Your opt-out request must be received by no later than **March 4, 2022** at:

<p>Mail or Courier to:</p> <p>Mail: CVT Settlement Administrator c/o RicePoint Administration Inc. P.O. Box 4454, Toronto Station A 25 The Esplanade Toronto, ON M5W 4B1</p> <p>Courier: CVT Settlement Administrator c/o RicePoint Administration Inc. 100 University Ave. 8th Floor Toronto, ON M5J 2Y1</p>	<p>Via Email: cvtsettlement@ricepoint.com</p>
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DO NOT SEND OPT-OUT REQUESTS DIRECTLY TO THE COURT

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

Note: You cannot opt out of and also object to the Settlement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn. If you opt-out, you are telling the Court that you do not want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement.

If, in any Canadian province/territory except Québec, you have an action (other than the Class Actions) pending against Nissan relating to the same facts underlying the claims being resolved by the Settlement, you must take the above steps by **March 4, 2022** if you do not want to participate in the Settlement.

R. CAN I ATTEND THE SETTLEMENT APPROVAL HEARING?

Yes. Before determining whether to approve the Settlement, the Court will hold the following hearing:

- The Ontario Superior Court of Justice will hold a Settlement approval hearing on **March 31, 2022**

The hearing may move to a different date or time. Visit www.cvtsettlementcanada.ca or call Class Counsel for current information.

At the hearing, the Court will consider whether the Settlement is fair, reasonable and in the best interests of the Settlement Class. Class Counsel will answer any questions the Court may have about the Settlement. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You are welcome to attend the hearing at your own expense, but you are not required to attend.

S. WHAT IS THE EFFECTIVE DATE OF THIS SETTLEMENT?

The Effective Date of this Settlement is the date when the Settlement becomes final, which is thirty (30) days after the date of the Approval Order, unless there is an appeal. If there is an appeal, the Effective Date will be (a) the date on which all appeals have been fully disposed of on the merits in a manner that affirms the subject Approval Order; or (b) a date after the settlement approval date that is agreed to in writing by the Parties.

T. WHO IS MY LAWYER / CLASS COUNSEL?

The law firms representing all Class Members are listed below:

For owners/lessees of: <ul style="list-style-type: none">• 2013-2016 Altima• 2013-2017 Juke	For owners/lessees of: <ul style="list-style-type: none">• 2013-2017 Sentra• 2014-2017 Versa Note• 2012-2014 Versa
Investigation Counsel P.C. 350 Bay Street, Suite 1100 Toronto, ON M5H 2S6	Merchant Law Group LLP 6117-240 Richmond Street West Toronto, ON M5V 1V6

Nissan CVT Settlement in Canada, Excluding Quebec

OFFICIAL COURT COMMUNICATION

You will not be charged for contacting these lawyers. Class Counsel can be reached by telephone at:

- For owners/lessees of Altima and Juke vehicles: 1-800-213-8143
- For owners/lessees of Sentra, Versa, Versa Note vehicles: 1-877-736-2345

U. HOW WILL CLASS COUNSEL BE PAID?

In addition to the Settlement benefits described above, NCI has agreed to pay the legal fees and costs of Class Counsel that are approved by the Court. This means that members of the Settlement Class will receive 100% of their eligible benefits described in this Notice and their compensation will not be reduced by legal fees or costs.

V. HOW DO I GET MORE INFORMATION?

This Notice is only a summary of some of the terms of the Settlement. If there is a conflict between this Notice and the Settlement, the Settlement applies.

For more information about your legal rights under the Settlement, you may also consult Class Counsel at no charge by calling:

- For owners/lessees of Altima and Juke vehicles: 1-800-213-8143
- For owners/lessees of Sentra, Versa, Versa Note vehicles: 1-877-736-2345

In addition, information about the options Class Members may have is available at www.cvtsettlementcanada.ca.