

**Nissan CVT Settlement in Canada, Excluding Quebec  
OFFICIAL COURT COMMUNICATION**

A SETTLEMENT HAS BEEN APPROVED 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](http://www.cvtsettlementcanada.ca)  
YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR at  
1-888-890-6624 or at [cvtsettlement@ricepoint.com](mailto:cvtsettlement@ricepoint.com)**

**YOU MAY ALSO CONTACT LAWYERS FOR VEHICLE OWNERS AND LESSEES**

**FOR OWNERS/LESSEES OF ALTIMA AND JUKE VEHICLES:  
1-800-213-8143 OR [NISSAN@INVESTIGATIONCOUNSEL.COM](mailto:NISSAN@INVESTIGATIONCOUNSEL.COM)**

**FOR OWNERS/LESSEES OF SENTRA, VERSA, VERSA NOTE VEHICLES:  
1-877-736-2345 OR [NISSAN@MERCHANTLAW.COM](mailto:NISSAN@MERCHANTLAW.COM)**

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 Court has approved the Settlement, and you may apply for benefits beginning on June 15, 2022.**

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](http://www.cvtsettlementcanada.ca).

**PLEASE READ THIS NOTICE CAREFULLY.**

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OFFICIAL COURT COMMUNICATION**

**WHAT THIS NOTICE CONTAINS**

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

**Nissan CVT Settlement in Canada, Excluding Quebec  
OFFICIAL COURT COMMUNICATION**

**CLASS ACTION QUESTIONS**

**A. 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.*, and *Dave Perozzo v. Nissan Canada Inc. and Nissan North America, Inc.*, (collectively, the “Actions”).

**B. WHAT ARE MY OPTIONS IN THE SETTLEMENT?**

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

<b>LEARN MORE ABOUT THE SETTLEMENT AND WHETHER YOU MAY BE ELIGIBLE</b>	<p><b>STEP 1:</b> Visit <a href="http://www.cvtsettlementcanada.ca">www.cvtsettlementcanada.ca</a>.</p> <p><b>STEP 2:</b> 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><b>STEP 3:</b> 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>
<b>COURT APPROVAL OF THE SETTLEMENT</b>	The Settlement has been approved by the Ontario Superior Court.
<b>PARTICIPATE IN THE SETTLEMENT</b>	If you are a Settlement Class Member, you may submit a claim for benefits beginning on June 15, 2022. For additional information about how to submit a claim, please review the rest of this document. You may also visit <a href="http://www.cvtsettlementcanada.ca">www.cvtsettlementcanada.ca</a> or contact the Settlement Administrator at 1-888-890-6624 for more information.
<b>IF YOU TAKE NO STEPS</b>	If you do not submit a claim before September 13, 2022 or 30 days after a Qualifying Repair, whichever is later, you will not receive any benefits from the Settlement. The Extended Warranty will automatically be applied to Eligible Vehicles. You do not need to submit a claim to receive the Extended Warranty.

**Nissan CVT Settlement in Canada, Excluding Quebec  
OFFICIAL COURT COMMUNICATION**

**CLASS MEMBERSHIP QUESTIONS**

**C. 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 opted out from the Settlement Class.

**D. 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**

<b>Model</b>	<b>Model Years</b>
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.

**E. 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 F).

**F. WHO IS EXCLUDED FROM THE SETTLEMENT?**

Excluded Persons from the Settlement include:

- All those who timely and properly excluded themselves (opted out) from the Settlement;
- 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**

**G. WHAT BENEFITS CAN I RECEIVE?**

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

**(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 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 two 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 by March 15, 2023. 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.

**H. 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 I.

**I. 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 September 13, 2022, 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 a non-Nissan automotive repair facility. Repairs made after 155,000 kilometres or after September 13, 2022, whichever occurs first, are not eligible for reimbursement.

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**J. 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 September 13, 2022, that claim is not released as a part of this Settlement. If you experience transmission problems after September 13, 2022 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 resolution process is described further in Exhibit A to the Settlement Agreement. No lawsuit may be filed before a decision by the arbitrator.

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

To obtain the Warranty Extension, you do not have to do anything.

Class Members who wish to seek reimbursement or a voucher MUST complete an official Claim Form and submit that Claim Form via postal mail or the online claims portal at [www.cvtsettlementcanada.ca](http://www.cvtsettlementcanada.ca). The time period for submitting a Claim Form begins on June 15, 2022 and ends on September 13, 2022.

The Claim Form may be obtained at [www.cvtsettlementcanada.ca](http://www.cvtsettlementcanada.ca) or by calling the Settlement Administrator at 1-888-890-6624. A completed Claim Form must be sent to the Settlement Administrator by mail to the address below or via the settlement website, by the postmark deadline of September 13, 2022 or within thirty (30) days after the date of an eligible repair to your vehicle, whichever is later.

**Mail:**

CVT Settlement Administrator  
P.O. Box 3355  
London, ON  
N6A 4K3

**Courier:**

CVT Settlement Administrator  
c/o RicePoint Administration Inc.  
1480 Richmond St, Ste 204  
London, ON N6G 0J4

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 by March 15, 2023. 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.

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**OFFICIAL COURT COMMUNICATION**

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

To submit a claim for benefits under the Settlement, 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 I, 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**

**M. 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.

If you did not opt out of the Settlement, 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 Settlement Class Release. The Settlement Agreement sets out the Settlement Class Release in more detail. 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](http://www.cvtsettlementcanada.ca).

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

**N. WHAT IS THE EFFECTIVE DATE OF THIS SETTLEMENT?**

The Effective Date of this Settlement is March 31, 2022, 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.

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OFFICIAL COURT COMMUNICATION**

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**O. WHO IS MY LAWYER / CLASS COUNSEL?**

The law firms representing all Class Members are listed below:

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

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

- For owners/lessees of Altima and Juke vehicles:  
1-800-213-8143 or [nissan@investigationcounsel.com](mailto:nissan@investigationcounsel.com)
- For owners/lessees of Sentra, Versa, Versa Note vehicles:  
1-877-736-2345 or [nissan@merchantlaw.com](mailto:nissan@merchantlaw.com)

**P. 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 as 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.

**Q. 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 Agreement, the Settlement Agreement applies.

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

- For owners/lessees of Altima and Juke vehicles:  
Investigation Counsel PC at 1-800-213-8143 or [nissan@investigationcounsel.com](mailto:nissan@investigationcounsel.com)
- For owners/lessees of Sentra, Versa, Versa Note vehicles:  
Merchant Law Group LLP at 1-877-736-2345 or [nissan@merchantlaw.com](mailto:nissan@merchantlaw.com)

In addition, information about the options Class Members may have is available at [www.cvtsettlementcanada.ca](http://www.cvtsettlementcanada.ca).