

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

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

Plaintiffs,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

Case No.:

**CLASS ACTION
SETTLEMENT AGREEMENT**

CLASS ACTION

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**CLASS ACTION
SETTLEMENT AGREEMENT**

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

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

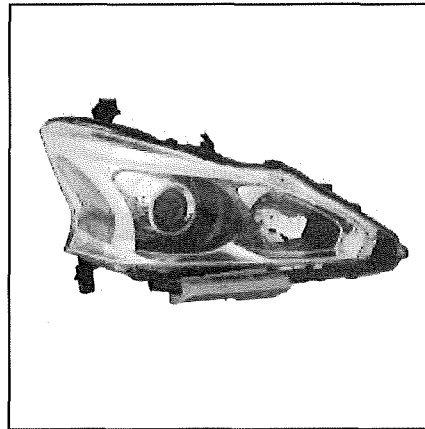


Figure 1

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

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

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



Figure 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. ESTABLISHMENT OF A SETTLEMENT CLASS

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

IV. SETTLEMENT BENEFITS

A. Extended Warranty

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

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

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

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

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

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

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

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

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

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

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

B. Out-of-Warranty Repair Window of Opportunity

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

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

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

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

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

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

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

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

C. Warranty on Replacement Headlamp Assemblies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. NOTICE AND ADMINISTRATION

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

A. Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Administration of Reimbursement Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Exclusions/Opt Outs

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

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

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

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

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

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

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

B. Objections

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

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

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

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

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

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

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

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

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

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

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

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

VIII. FILING THE COMPLAINT, AND PRELIMINARY AND FINAL APPROVAL

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

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

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

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

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

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

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

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

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

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

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

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

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

164. In connection with this Agreement, Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover unknown claims, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein.

Nevertheless, it is the intention of Class Counsel and Settlement Class Members in executing this Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently

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

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

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

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

X. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

XI. NO ADMISSION OF LIABILITY

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

XII. ADDITIONAL TERMS

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

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

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

174. Conditional Nature of Agreement:

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

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

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

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

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

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

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

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

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

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

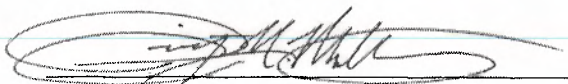
[The remainder of this page is intentionally blank. Signature pages follow.]

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

APPROVED AS TO FORM:

Dated: 5-7-21

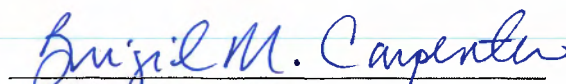
Dated: May 7, 2021



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

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Nashville, TN 37203

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

Counsel for Nissan North America, Inc.

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

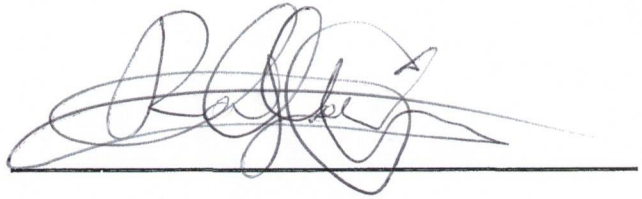
DATED: May 6th 2021



JAMES MOSS
CHIEF CUSTOMER SATISFACTION
AND TOTAL CUSTOMER
SATISFACTION VICE PRESIDENT

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

DATED: 5/9/2021

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

IN WITNESS WHEREOF, Plaintiff and Class Representative, Daisy

Gonzalez, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: 5/7/21 Daisy Gonzalez

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

DATED: May 7th 2021 Richard Byrd