

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

NOTICE OF PROPOSED SETTLEMENT

Rafael Suarez, et al. v. Nissan North America, Inc., No. 3:21-cv-00393-WLC-AN (M.D. Tenn.)

IF YOU PURCHASED OR LEASED A 2013-2018 NISSAN ALTIMA,
YOU MAY BE PART OF A CLASS ACTION SETTLEMENT.

Please read this Notice carefully because it may affect your legal rights.

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

- This Settlement resolves a lawsuit alleging a defect that results in dim low beam headlights in certain 2013-2018 Nissan Altima vehicles (“Class Vehicles”) due to delamination of reflective surfaces inside the headlamp.
- **Settlement Class:** The Settlement Class consists of all United States residents who purchased or leased any model year 2013–2018 Nissan Altima vehicles manufactured with halogen headlights.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE, OR NISSAN’S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, please call 1-855-786-0996 or visit www.AltimaHeadlightSettlement.com.

Summary of the Settlement Terms

The Settlement provides three forms of relief to Class Members:

Category	Who is Eligible	What You Can Get	How to Obtain it
Three-Year Warranty Extension Covering Headlamp Delamination	Current owners and lessees of Class Vehicles.	Three-Year Warranty Extension of Nissan New Vehicle Limited Warranty for a total of six (6) years of Warranty coverage for headlamp delamination.	Class Members who are within the extended warranty period will automatically receive the Three-Year Warranty Extension.
Out-of-Warranty Headlamp Replacement	Class Members whose Extended Warranty coverage is expired as of the effective date of the Settlement.	You will have a six-month window of opportunity to receive a free one-time headlamp replacement for headlamp delamination.	You must complete an “Out-of-Warranty Claim Form,” within 65 days of the Effective Date of the settlement, and obtain replacement headlamps within 6 months thereafter from an Authorized Nissan Dealer. The form will be mailed to Class Members within five days of the Effective Date and is also available at www.AltimaHeadlightSettlement.com .
Reimbursement for out-of-pocket expenses related to Headlamp Replacements	All Settlement Class Members who incurred out-of-pocket expenses for headlamp assembly replacements prior to the Notice date, or who are within the extended warranty period and pay for replacements from an Authorized Nissan dealer at any time prior to April 25, 2022.	For qualified repairs performed by an Authorized Nissan Dealer, Class Members can receive reimbursement of all out-of-pocket expenses. For qualified repairs performed by an independent repair facility, reimbursements are capped at \$1,200 per replacement pair.	Class Members must submit a Reimbursement Claim Form no later than April 25, 2022, available at www.AltimaHeadlightSettlement.com .

Questions? Call 1-855-786-0996 or visit www.AltimaHeadlightSettlement.com

Your Legal Rights and Choices Under the Settlement

You may:	Summary:	Read more:	Deadline:
Do nothing	You are included in the Class and, if the Settlement is approved, you will automatically receive a three-year extension of the warranty on the headlamps of your Class Vehicle, which covers headlamp delamination.	Page 10	None
Submit a Claim for a one-time Out-of-Warranty Replacement	You do not have to do anything to be included in the Settlement Class, but to be eligible for the one-time free replacement of your headlamps if your extended vehicle warranty has expired and your headlamps have dimmed due to delamination, you must submit the appropriate Claim Form by the deadline, and bring your Class Vehicle to an Authorized Nissan Dealer within six months thereafter.	Page 6	<p>1) Submit Out-of-Warranty Claim Form within 65 days of the Effective Date of the Settlement. (Notices of the Effective Date will be mailed and will be placed on the website.)</p> <p><u>And,</u></p> <p>2) Obtain replacement headlamps from an Authorized Nissan Dealer within 6 months thereafter.</p>
Submit a Claim for Reimbursement	You do not have to do anything to be included in the Settlement Class, but to be eligible for the reimbursement of out-of-pocket expense for previous headlamp replacement, subject to certain claim requirements, you must submit the appropriate Claim Form by the deadline.	Page 6	Submit Claim Form by: April 25, 2022
Exclude yourself from the Settlement	Ask to get out of the Settlement. You get no Settlement benefits, but you keep your right to file your own lawsuit against Nissan at your own expense.	Page 6	Mail your Opt-Out Request Postmarked by: November 22, 2021
Object	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. If you want your own attorney to represent you, you must pay that attorney yourself. Your attorney must file a Notice of Appearance.	Pages 7-8	Objections and/or Notice of Intention to Appear at the Final Approval Hearing Must Be <u>Received</u> by: November 22, 2021

No Settlement benefits will be available or distributed unless the Court approves the Settlement and it becomes final.

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Basic Information

1. What is this lawsuit about?

In this lawsuit called *Rafael Suarez, et al. v. Nissan North America, Inc.*, Case No. 3:21-cv-00393-WLC-AN, pending in the United States District Court for the Middle District of Tennessee, Nashville Division (“Lawsuit”), several individuals on behalf of themselves and all current and former owners and lessees of 2013-2018 Nissan Altima vehicles (“Class Vehicles”), allege that the Class Vehicles have defective headlamps that delaminate and result in dimming of the low beam headlights. The people who sued are called the Plaintiffs. The Plaintiffs brought claims against Nissan North America, Inc. (“Nissan”), known as the Defendant, for breach of express warranty, breach of implied warranty, and violation of various state consumer protection statutes.

Nissan has denied and continues to deny all of Plaintiffs' claims related to the headlamps in their 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.

2. Why is the lawsuit a class action?

In a "class action lawsuit," one or more people called "Class Representatives" sue on behalf of people who allegedly have similar claims. The people together are a "Class" or "Class Members." The Court preliminarily has decided that this lawsuit can be a class action for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the Settlement. This means that, if the Settlement does not receive final approval by the Court, then Class Members will not get benefits under this Settlement, and Plaintiffs will need to go back to Court to seek to certify a class and prove their case through trial even if a class is certified.

3. Why is there a Settlement?

Plaintiffs believe that their case is meritorious, yet they have agreed to this Settlement because, if it is approved, it provides substantial benefits to the Class, including free repairs, cash reimbursements, and an extended warranty covering the allegedly defective headlamps, while avoiding risks associated with further litigation and trial.

Nissan believes the lawsuit has no merit, but nevertheless is willing to enter into this Settlement as a further commitment to its customers, to provide extra peace of mind to its customers, and to end further litigation, which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered, a concession by Plaintiffs that the lawsuit is meritless, nor should it be considered evidence of Nissan's admission or concession of any fault, wrongdoing, or liability whatsoever.

4. What is the Effective Date of this Settlement?

The Effective Date of this Settlement is the date when the Settlement becomes final. The Settlement will become final 31 days after the Court enters a final judgment approving the Settlement, unless an appeal or motion for extension of time to appeal is filed. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

The Effective Date of the Settlement will be posted on the Settlement website when it is known. Some of the relief under the Settlement will be available only after the Effective Date, so check the Settlement website for updates.

For more information regarding final approval of the Settlement, see Questions 20 and 21.

Who is in the Settlement

5. How do I know if I am part of the Settlement?

You are a Class Member and part of the Settlement if you are a resident of the United States or its territories, including Puerto Rico, and you purchased or leased a 2013-2018 Nissan Altima manufactured with halogen headlamps.

Excluded from the Settlement Class are officers and directors of NNA or its parents and subsidiaries, any judge to whom the litigation is assigned, and any person who timely submits a request to be excluded using the procedure described below.

6. How do I know if my Altima was manufactured with halogen headlamps?

All MY2013-2018 Nissan Altimas were manufactured with halogen headlamps and are included in the Class, **except** the following, which were manufactured with Xenon or LED headlamps.

ALTIMAS EXCLUDED FROM THE SETTLEMENT:

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

The Settlement Benefits – What You Will Get

7. *What are the benefits of this Settlement?*

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 will extend the terms of the Nissan New Vehicle Limited Warranty for the headlamp assemblies in all Class Vehicles by 36 months (“Extended Warranty”). The Extended Warranty 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 Headlamps.** Nissan will reimburse Class Members for parts and labor paid by the Class Member for qualifying repairs involving the replacement of headlamp assemblies if the work was done up to October 25, 2021, regardless of whether it was done within the Extended Warranty. If the replacement was performed by an Authorized Nissan dealer, the full amount the Class Member paid will be reimbursed. If the replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse actual costs for parts and labor paid up to \$1,200 per replacement pair. If the Class Member paid for parts but not labor, such as if the Class Member performed the repair, Nissan will reimburse actual costs for parts and shipping. Reimbursement claims must be submitted by April 25, 2022.
- (3) **Reimbursement Within Extended Warranty and Prior To Effective Date.** If you are currently within the Extended Warranty period and you do not want to wait until the Effective Date of the Settlement to acquire replacement headlamps, you can pay out-of-pocket for replacement headlamps from an Authorized Nissan Dealer and submit a claim for reimbursement. Please note, after October 25, 2021, only costs incurred through an Authorized Nissan Dealer are reimbursable. All reimbursement claims must be submitted by April 25, 2022.
- (4) **One-Time Replacement for Vehicles Already Outside the Extended Warranty.** If the Extended Warranty period of 72 months for your vehicle has expired and you are currently experiencing headlamp dimming due to delamination, Nissan will provide a one-time free replacement of the headlamp assemblies, provided that you submit the appropriate Claim Form within the required period of time. Specifically, you must submit an “Out-of-Warranty Claim Form” within 65 days of the Effective Date, and then you must have the replacement completed by an Authorized Nissan Dealer within 6 months after that 65-day deadline. The “Out-of-Warranty Claim Form” can be completed on, or printed from, the Settlement website, may be obtained at www.AltimaHeadlightSettlement.com, or can be obtained by calling the Settlement Administrator at 1-855-786-0996.

The Settlement Administrator will mail a notice of the Effective Date, along with “Out-of-Warranty Claim Form,” to Class Members who can be identified through public records whose extended warranties will be expired as of the Effective Date.

8. Are light bulbs covered?

No. The alleged defect involves the headlamp assembly, not light bulbs. Light bulbs are not covered by the Settlement. An image showing an example of a headlamp assembly is provided below for illustration:



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

Unless you exclude yourself from the Settlement (or “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, certain 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, certain of its related companies, or the selling or leasing dealer based upon or in any way related to dimming of headlamps due to delamination in a 2013-2018 Altima. The specific claims and parties you will be releasing are described in full detail in Paragraphs IX of the Settlement Agreement, available at www.AltimaHeadlightSettlement.com.

How to Get a Benefit

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

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

Class Members who believe they are eligible to receive reimbursement for headlamp replacements must fill out and submit to the Settlement Administrator a Reimbursement Claim Form and evidence of payment for the replacement. The Reimbursement Claim Form may be obtained at www.AltimaHeadlightSettlement.com or by calling the Settlement Administrator at 1-855-786-0996. The completed Reimbursement Claim Form must be sent to the Settlement Administrator by mail at the address below or submitted via the Settlement website no later than April 25, 2022.

Suarez v. Nissan Settlement Administrator
P.O. Box 43250
Providence, RI 02940-3250

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

If your Extended Warranty period will be expired as of the Effective Date and you are currently experiencing dim headlamps, you will be eligible for a one-time free replacement upon confirmation by an authorized Nissan service department that your vehicle headlamps are experiencing dimming due to delamination. To receive this benefit, you must submit an “Out-of-Warranty Claim Form” within 65 days after the Effective Date, and you must have the replacement completed within 6 months. The Replacement Claim Form may be obtained at www.AltimaHeadlightSettlement.com or by calling the Settlement Administrator at 1-855-786-0996.

Your Rights – Electing Out of the Settlement

11. Can I choose to exclude myself from the Settlement?

You can choose not to be part of the Settlement and the Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of the Lawsuit and will keep your right to sue Nissan independently and at your own expense over any claims you may have.

12. How can I exclude myself from the Settlement?

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

- (1) The name of the lawsuit: *Rafael Suarez, et al. v. Nissan North America, Inc.*, Case No. 3:21-cv-00393-WLC-AN;
- (2) Your full name, current address and telephone number;
- (3) Your vehicle year;
- (4) Your vehicle’s Vehicle Identification Number (VIN);
- (5) A clear statement of your intent to exclude yourself from the lawsuit (for example, “Please exclude me from the ‘Altima Headlamp Litigation.’”); and
- (6) Your signature and the date you signed it.

You must send your Request for Exclusion postmarked no later than November 22, 2021 to the address below:

Suarez v. Nissan Settlement Administrator
P.O. Box 43250
Providence, RI 02940-3250

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Your Rights – Objecting to the Settlement

13. Can I tell the Court I do not like the Settlement?

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

14. How can I object to the Settlement?

In order to object, you must mail a written objection and any supporting papers to: (1) the Court, (2) Class Counsel, and (3) Nissan’s counsel. Your objection must contain the following:

- (1) The name of the lawsuit: *Rafael Suarez, et al. v. Nissan North America, Inc.*, Case No. 3:21-cv-00393-WLC-AN;
- (2) Your full name, current address and telephone number;
- (3) Whether, as of the date of the written objection, you currently own or lease or you previously owned or leased a 2013-2018 Nissan Altima; the specific model year(s) and the approximate date(s) of purchase or lease (for example, “I currently own a 2015 Nissan Altima that I purchased in January 2015.”);
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Specific reasons for your objection, including the factual and legal grounds for your position;
- (6) Whether the objection applies only to you, a specific subset of the Class, or to the entire Class;
- (7) The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;

Questions? Call 1-855-786-0996 or visit www.AltimaHeadlightSettlement.com

- (8) A list of all class action settlements to which you have submitted an objection in the previous four (4) years, if any;
- (9) Copies of any papers, briefs, or other documents upon which the objection is based, if any, or that you want the Court to consider in support of your objection;
- (10) A statement whether you intend to appear at the Final Approval Hearing, and whether you will be represented by separate counsel; and
- (11) Your signature and the date of your signature.

You must file your objection with the Court and mail separate copies to Class Counsel and Nissan’s counsel by first-class United States Mail. The objection must be *received* by the Court and Class Counsel no later than November 22, 2021.

Your objection must be sent to the Court at the following address:

United States District Court for the Middle District of Tennessee, Nashville Division
Rafael Suarez, et al. v. Nissan North America, Inc.
Case No. 3:21-cv-00393-WLC-AN
801 Broadway, Room 824
Nashville, TN 37203

The copies to be served on Class Counsel and Nissan’s counsel must be mailed to the following addresses:

Class Counsel:

Timothy N. Mathews
 CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP
 One Haverford Centre
 361 West Lancaster Avenue
 Haverford, PA 19041

Counsel for Nissan:

Brigid M. Carpenter
 BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, P.C.
 1600 West End Avenue
 Suite 2000
 Nashville, TN 37203

If you timely file an objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing in order for the Court to consider your objection. If you do not comply with these procedures or deadline for objection, you will lose your opportunity to have your objections considered at the Final Approval Hearing or otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

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

Excluding yourself means removing yourself from the Settlement altogether—you would not be entitled to receive any benefits pursuant to the Settlement, but you will not be bound by the terms of the Settlement. Objecting means remaining in the Settlement but complaining about some part of it you do not like. You cannot do both.

Your Rights – Appearing at the Hearing

16. Do I have to come to the hearing?

No. Class Counsel will represent all Settlement Class Members at the hearing and answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is *received* on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

17. Can I appear at the Final Approval Hearing?

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

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear on the attorneys listed above in Question 14. You must state in that notice, "I intend to appear at the hearing." The notice of intent to appear must be filed and served no later than November 22, 2021. Information about how to join the Final Approval hearing, whether it is held in person or by other means, shall be provided in a manner to be directed by the Court to the parties and to any Objecting Settlement Class Member who serves a timely objection with notice of intent to appear at the Final Approval hearing.

The hearing may be conducted via Zoom, conference call, or other remote means. Check the Settlement website for additional details.

The Lawyers Representing You

18. Do I need to hire my own attorney?

You do not need to hire an attorney, but you can if you want to. You, and the entire Class, are already represented by a group of attorneys listed below, who are known as Class Counsel. You do not have to pay for Class Counsel's services. You may contact Class Counsel if you have any questions about this Notice or Settlement, **but please do not contact the Court.**

Class Counsel:

Timothy N. Mathews
Alex M. Kashurba
Samantha E. Holbrook
Zachary P. Beatty
CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than November 22, 2021, and serve a copy on Class Counsel and Nissan's counsel at the addresses provided above in Question 14, postmarked no later than November 22, 2021.

19. How will Class Counsel be paid, and will the Representative Plaintiffs receive Service Awards?

Class Counsel will apply to the Court for reasonable attorneys' fees and reimbursement of costs in an amount not to exceed \$2,500,000. Any award of attorneys' fees and costs will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payments of \$5,000 each to the three Class Representatives for their service to the Class. Any award of payments to the Class Representatives will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Class Counsel's motion for an award of Attorneys' Fees and Expenses and for Class Representative payments will be posted on the Settlement website, www.AltimaHeadlightSettlement.com, after it is filed with the Court.

Final Approval of the Settlement

20. When will the Settlement become final?

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Final Approval Hearing and (a) a Final Order and Judgment has been entered by the Court and the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (b) all such appeals have been dismissed; or (2) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Final Approval Hearing, to be held on December 20, 2021 at 1:30 p.m., to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses and payments to the Representative Plaintiffs. The Court may listen to people who have asked to speak at the hearing. The Court is located at the United States District Court for the Middle District of Tennessee, Nashville Division, Estes Kefauver Federal Building & Courthouse, 801 Broadway, Nashville, Tennessee 37203. The Final Approval Hearing may be held by remote means (e.g., video conference or teleconference). The Final Approval Hearing may be rescheduled to a later time without further notice. Any changes to the scheduling or means of conducting the hearing will be posted on the Settlement website, www.AltimaHeadlightSettlement.com. You may, but do not have to, attend the Final Approval Hearing. If the Court grants final approval to the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or be made available to the Class. We do not know how long these decisions will take.

21. What happens if the Settlement is not approved?

If the Court does not approve the Settlement, Class Members will not be entitled to receive the Settlement benefits described in this Notice. It will be as if no Settlement had been reached and no class had been established.

If You Do Nothing

22. What if I do not do anything?

If you do nothing, you will be a Class Member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Nissan for the same claims at issue in this lawsuit. You will receive the Three-Year Warranty Extension benefit of the Settlement automatically, but any Reimbursement benefit for which you may qualify can be obtained only if you timely submit a Claim Form.

More Information

23. Where can I get more information?

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator's dedicated website for this case by visiting www.AltimaHeadlightSettlement.com or calling 1-855-786-0996 for more information, or you may communicate directly with Class Counsel by contacting the attorneys listed in Question 18.

This Notice, which has been approved by the Court, is only a summary. If you wish to obtain more detailed information, you may review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records and other papers regarding the lawsuit, are available on the Settlement's dedicated website (www.AltimaHeadlightSettlement.com) and are on file with the Court and available to be inspected at any time during regular business hours at the Clerk's office.

The Clerk of the Court is located at:

**United States District Court
Middle District of Tennessee
801 Broadway, Room 800
Nashville, TN 37203**

Please do not contact the Court.

Date of Notice: October 25, 2021