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

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

Plaintiffs,

v.

NISSAN NORTH AMERICA, INC.,

Defendant.

Case No. 3:21-cv-00393-WLC-AN

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF  
LANA LUCCHESI RE: NOTICE  
PROCEDURES**

1 I, Lana Lucchesi, declare and state as follows:

2  
3 1. I am a Vice President with KCC Class Action Services, LLC (“KCC”), located in  
4 San Rafael, California. Pursuant to the Order Granting the Parties’ Joint Motion for Preliminary  
5 Approval of Class Action Settlement (the “Preliminary Approval Order”) dated July 26, 2021, the  
6 Court appointed KCC as the Claims Administrator in connection with the proposed Settlement of  
7 the above-captioned Action.<sup>1</sup> I have personal knowledge of the matters stated herein and, if called  
8 upon, could and would testify thereto.

9 2. The purpose of this declaration is to provide updated information and statistics  
10 based on my last declaration executed on September 17, 2021.

11 **CAFA NOTIFICATION**

12 3. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section  
13 1715, KCC compiled a CD-ROM containing the following documents: Plaintiffs’ Class Action  
14 Complaint, Parties’ Joint Motion for Preliminary Approval of Class Action Settlement Agreement  
15 and Related Relief, Plaintiffs’ Memorandum of Law in Support of Joint Motion for Preliminary  
16 Approval of Class Action Settlement Agreement and Related Relief (with all accompanying  
17 exhibits), [Proposed] Order Granting the Parties’ Joint Motion for Preliminary Approval of Class  
18 Action Settlement, Effective Date Notice, Full Notice, Out of Warranty Notice and Claim Form,  
19 Publication Notice, Reimbursement Claim Form, and Class Action Settlement Agreement, which  
20 accompanied a cover letter (collectively, the “CAFA Notice Packet”). A copy of the cover letter is  
21 attached hereto as Exhibit A.

22 4. On June 2, 2021, KCC caused fifty-eight (58) CAFA Notice Packets to be mailed  
23 via Priority Mail from the U.S. Post Office in Memphis, Tennessee to the parties listed on Exhibit  
24 B, *i.e.*, the U.S. Attorney General, the Attorneys General of each of the 50 States and the District  
25 of Columbia, the Attorneys General of the 5 recognized U.S. Territories, as well as parties of  
26 interest to this Action.

27  
28 <sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the  
Class Action Settlement Agreement, filed May 24, 2021 (the “Settlement Agreement”) and/or the  
Preliminary Approval Order.

5. As of the date of this declaration, KCC has received no response to the CAFA Notice Packet from any of the recipients identified in paragraph 4 above.

## CLASS LIST

6. On July 27, 2021, Defendant provided KCC with Vehicle Identification Number (“VIN”) information for all Class Vehicles. Using this VIN information provided by Nissan, KCC utilized the services of a third-party vendor, IHS Markit, formerly known as R.L. Polk (“IHS”), to obtain mailing address data for the Settlement Class in preparation for mailing. As of September 8, 2021, a total of 3,337,528 name and address records were returned by IHS, representing class member data from the non-restricted and restricted states.

7. IHS caused the addresses in the Class Member List to be updated using the National Change of Address database (“NCOA”) maintained by the U.S. Postal Service (“USPS”). A total of 352,685 addresses were updated.

8. Upon receipt of the mailing address data for the Settlement Class provided by IHS, KCC entered the Class Member List information into its proprietary database and prepared a data file for the initial mailing.

9. KCC has identified and removed 178 records from the Class Member List. These records were removed as they were duplicative on VIN, Name, and Address. The total records remaining on the Class Member List is 3,337,350.

10. KCC also identified and will withhold 87,986 records from the Notice Mailing but maintain in the Class Member List. Of these 87,986 records, 75,607 were withheld because it was a record related to a Nissan facility and 12,379 records had missing or incomplete address data.

11. On November 17, 2021, KCC was informed there were additional VINs that needed to be sent to IHS Markit to obtain mailing address data for the Settlement Class. Upon receipt of the additional list, which contained 283,661 VINs, KCC immediately provided the data to IHS and is currently waiting to receive the class member data from the non-restricted and restricted states. Upon receipt of the additional mailing address data for the Settlement Class, KCC will then enter the Class Member List information into its proprietary database and prepare a data file for another

1 initial mailing. KCC expects to mail the additional notices not later than January 20, 2022, barring  
2 unforeseen circumstances.

3 **MAILING OF THE NOTICE PACKET**

4 12. On October 25, 2021, KCC caused the Notice and Claim Form (collectively, the  
5 “Mailed Notice”) to be printed and mailed to the 3,249,364 names and mailing addresses in the  
6 Class List. A true and correct copy of the Mailed Notice is attached hereto as Exhibit C.

7 13. Since mailing the Mailed Notice to the Class Members, KCC has received 42,331  
8 Mailed Notices returned by the USPS with forwarding addresses. KCC immediately caused Mailed  
9 Notices to be re-mailed to the forwarding addresses supplied by the USPS.

10 14. Since mailing the Mailed Notices to the Class Members, KCC has received 193,671  
11 Mailed Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or  
12 other public source databases, KCC performed address searches for these undeliverable Mailed  
13 Notices and was able to find updated addresses for 37,790 Class Members. KCC promptly re-  
14 mailed Mailed Notices to the found new addresses.

15 **PUBLICATION OF THE SUMMARY NOTICE**

16 15. KCC purchased approximately 5.71 million impressions to be distributed via  
17 various websites and on the social media platforms Facebook and Instagram. The impressions were  
18 targeted to adults 18 years of age and older in the United States who were likely Nissan Altima  
19 owners. Additional emphasis was placed to geographically target likely Class members in  
20 Southern/Coastal regions of the U.S. The impressions appeared on both mobile and desktop devices  
21 from September 22, 2021 through October 22, 2021. A total of 5,786,174 impressions were  
22 delivered, resulting in an additional 76,174 impressions at no extra charge. Confirmation of the  
23 digital notices as they appeared on a variety of websites and on social media are attached hereto as  
24 Exhibit D.

25 16. On October 11, 2021, KCC caused the press release to be distributed nationally via  
26 PR Newswire. A true and correct copy of the Press Release as it appeared on PR Newswire is  
27 attached hereto as Exhibit E.  
28

17. In addition, KCC caused the Summary Notice to be published in the nationwide print edition and online digital replica of the October 18, 2021 issue of *People* magazine, on sale October 15, 2021. A true and correct copy of the Summary Notice as it appeared in the magazine is attached hereto as Exhibit F.

## SETTLEMENT WEBSITE

18. On or about August 2, 2021 KCC established a settlement website [[www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com)] dedicated to this matter to provide information to the Class Members and to answer frequently asked questions. The website URL is set forth in the Notice and Claim Form. Visitors of the website can download copies of the Full Notice, Claim Form, and other case-related documents. Visitors can also submit claims online, and, if applicable, upload supporting documentation. As of November 30, 2021, the website has received 61,500 visits. A true and correct copy of the Full Notice is attached hereto as Exhibit G.

19. On September 20, 2021, KCC posted the fee brief to the settlement website.

20. On December 3, 2021, KCC updated the Full Notice and Frequently Asked Question 6 on the settlement website to reflect the revised Class Definition to account for the error with the additional VINs. The revised Class Definition is as follows:

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

Model Years	Trim	Package/Edition (if applicable)
2013-2015	3.5L SL	
2017	3.5L SL	
2016-2018	3.5L SL	with Tech package
2016-2017	3.5L SR	
2016-2017	2.5L SR	with LED Appearance package
2016-2018	2.5L SL	with Tech package
2017	2.5L SR	Midnight Edition

For clarity, the Settlement Class Vehicles include all 2013-2018 Altimas manufactured with halogen headlamps, and excludes 2013-2018 Altimas manufactured with Xenon or LED headlamps.

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1 not include any costs of the post-Effective Date notices provided by the Settlement. Additional  
2 costs will be incurred to review claims from members of the Settlement Class, process and pay  
3 valid claims, communicate with class members, and carry out other tasks in administering the  
4 settlement. The costs of notice and settlement administration are being paid by the Defendant to  
5 KCC directly.  
6

7 I declare under penalty of perjury under the laws of the United States of America that the  
8 foregoing is true and correct.

9 Executed on December 3<sup>rd</sup>, 2021 at San Rafael, California.

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12 Lana Lucchesi  
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# Exhibit A



BRIGID M. CARPENTER, SHAREHOLDER  
**Direct Dial:** 615.726.7341  
**Direct Fax:** 615.744.7341  
**E-Mail Address:** [bcarpenter@bakerdonelson.com](mailto:bcarpenter@bakerdonelson.com)

June 2, 2021

VIA PRIORITY MAIL

«First» «Last»  
«Company»  
«Address\_1»  
«Address\_2»  
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC represents Nissan North America, Inc., (“Nissan”) in a putative class action lawsuit entitled *Rafael Suarez, Daisy Gonzalez, and Richard Byrd, individually and on behalf of all others similarly situated, v. Nissan North America, Inc.*, Case No. 3:21-cv-00393-WLC-AN. The lawsuit is pending before the Honorable William L. Campbell, Jr. in the United States District Court for the Middle District of Tennessee. This letter is to advise you that Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on May 24, 2021.

**Case Name:** *Suarez, et al., v. Nissan North America, Inc.*

**Case Number:** 3:21-cv-00393-WLC-AN

**Jurisdiction:** United States District Court,  
Middle District of Tennessee

**Date Settlement**  
**Filed with Court:** May 24, 2021

Nissan denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the following documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** A copy of *Plaintiffs' Class Action Complaint* is included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** As of June 2, 2021, the Court has not yet scheduled a final fairness hearing in this matter. Plaintiffs filed the *Parties' Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Related Relief* requesting that the Honorable William L. Campbell, Jr. preliminarily approve the proposed Settlement. Copies of the *Parties' Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Related Relief*, *Plaintiffs' Memorandum of Law in Support of Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Related Relief* (with all accompanying exhibits), and *[Proposed] Order Granting the Parties' Joint Motion for Preliminary Approval of Class Action Settlement* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Effective Date Notice*, *Full Notice*, *Out of Warranty Notice and Claim Form*, *Publication Notice*, and *Reimbursement Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Class Action Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of June 2, 2021, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of June 2, 2021, nor have any Notices of Dismissal been granted at this time.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While Nissan and KCC Class Action Services, LLC are in the process of gathering information on this issue, pursuant to 28 U.S.C. § 1715(b)(7)(A), at this time a complete list of names of class members as well as each State of residence is not available, because the parties do not presently know the names or current addresses of all the proposed settlement class members and will not learn this information until the Settlement is preliminarily approved and the Court authorizes dissemination of information about the Settlement through the Class Notice. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 1.43 million vehicles in the class.

«First» «Last»

June 2, 2021

Page 3

8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of June 2, 2021, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Nissan can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/

Brigid M. Carpenter

Encl: CD Rom

# Exhibit B

Last	First	Company	Address 1	Address 2	City	State	Zip
Garland	Merrick	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Taylor	Treg	Office of the Alaska Attorney General	P.O. Box 110300		Jeaneau	AK	99811
Marshall	Steve	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
Rutledge	Leslie	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Brnovich	Mark	Office of the Arizona Attorney General	2005 N. Central Avenue		Phoenix	AZ	85004
CAFA Coordinator		Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Weiser	Phil	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Tong	William	State of Connecticut Attorney General's Office	55 Elm Street		Hartford	CT	06106
Racine	Karl A.	District of Columbia Attorney General	441 4th Street, NW, Suite 1100S		Washington	DC	20001
Jennings	Kathy	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32399-1050
Carr	Chris	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Connors	Clare	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wasden	Lawrence	State of Idaho Attorney General's Office	700 W. Jefferson Street, Suite 210	P.O. Box 83720	Boise	ID	83720-0010
Raoul	Kwame	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Rokita	Todd	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Cameron	Daniel	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Landry	Jeff	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA	70804-4095
Healey	Maura	Office of the Attorney General of Massachusetts	1 Ashburton Place	20th Floor	Boston	MA	02108-1518
Frosh	Brian	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Frey	Aaron	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Nessel	Dana	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Keith Ellison	Attorney General	Attention: CAFA Coordinator	445 Minnesota Street	Suite 1400	St. Paul	MN	55101-2131
Schmitt	Eric	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Fitch	Lynn	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Knudsen	Austin	Office of the Montana Attorney General	Justice Bldg., 3rd Floor	215 N. Sanders Street	Helena	MT	59620-1401
Stein	Josh	Office of the North Carolina Attorney General	Department of Justice	9001 Mail Service Center	Raleigh	NC	27602-0629
Stenehjem	Wayne	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Avenue	Bismarck	ND	58505-0040
Peterson	Doug	Office of the Nebraska Attorney General	2115 State Capitol	P.O. Box 98920	Lincoln	NE	68509-8920
Attorney General	Acting	New Hampshire Attorney General	Hew Hampshire Department of Justice	33 Capitol Street	Concord	NH	03301-6397
Grewal	Gurbir S.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market Street, P.O. Box 080	Trenton	NJ	08625
Balderas	Hector	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM	87504-1508
Ford	Aaron	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson Street	Carson City	NV	89701
James	Letitia	Office of the New York Attorney General	Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224
Yost	Dave	Ohio Attorney General	State Office Tower	30 E. Broad Street	Columbus	OH	43266-0410
Hunter	Mike	Oklahoma Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court Street, NE	Salem	OR	97301
Shapiro	Josh	Pennsylvania Office of the Attorney General	1600 Strawberry Square		Harrisburg	PA	17120
Noranha	Peter F.	Rhode Island Office of the Attorney General	150 South Main Street		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211-1549
Ravnsborg	Jason	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Slatery, III	Herbert H.	Tennessee Attorney General and Reporter	P.O. Box 20207		Nashville	TN	37202-0207
Paxton	Ken	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Reyes	Sean	Utah Office of the Attorney General	P.O. Box 142320		Salt Lake City	UT	84114-2320
Herring	Mark	Office of the Virginia Attorney General	202 North Ninth Street		Richmond	VA	23219
Donovan	T.J.	Office of the Attorney General of Vermont	109 State Street		Montpelier	VT	05609-1001
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St SE	P.O. Box 40100	Olympia	WA	98504-0100
Kaul	Josh	Office of the Wisconsin Attorney General	Dept of Justice, State Capitol	RM 114 East P.O. Box 7857	Madison	WI	53707-7857
Morrissey	Patrick	West Virginia Attorney General	State Capitol Complex, Bldg 1	Room E-26	Charleston	WV	25305
Hill	Bridget	Office of the Wyoming Attorney General	2320 Capitol Avenue		Cheyenne	WY	82002
Ala'ilima-Utu	Fainu'ulelei Falefatu	American Samoa Gov't	Exec. Ofc. Bldg		Utulei	AS	96799
Camacho	Leevin Taitano	Office of the Attorney General, ITC Building	590 S. Marine Corps Drive	Suite 901	Tamuning	Guam	96913
Manibusan	Edward	Northern Mariana Islands Attorney General	Administration Building	PO Box 10007	Saipan	MP	96950-8907
Hernández	Domingo Emanuelli	Puerto Rico Attorney General	P.O. Box 902192		San Juan	PR	00902-0192
George	Denise N.	Virgin Islands Attorney General, Department of Justice	34-38 Kronprindsens Gade	GERS Bldg, 2nd Floor	St. Thomas	VI	00802
Carpenter	Brigid M.	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	1600 West End Avenue	Suite 2000	Nashville	TN	37203

# Exhibit C

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Postal Service: Please do not mark barcode

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### **NOTICE OF CLASS ACTION SETTLEMENT**

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

#### **A Settlement Involving Headlamps on 2013-2018 Nissan Altima Vehicles May Affect You.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

You are receiving this Notice because records indicate that you own or lease, or previously owned or leased, a 2013-2018 Nissan Altima that is included in a class action settlement. This Notice is a summary only. You can get more information at [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or by contacting the Settlement Administrator, *Suarez v. Nissan* Settlement Administrator, P.O. Box 43250, Providence, RI 02940-3250 or calling 1-855-786-0996.

#### **WHAT IS THIS LAWSUIT ABOUT?**

Plaintiffs allege that the headlights of 2013-2018 model year Nissan Altimas manufactured with halogen headlamps (“Class Vehicles”) can become dim over time due to delamination of reflective surfaces inside the headlamp (“Headlamp Defect”). Nissan North America, Inc. (“Nissan”) denies the allegations but has agreed to provide extended warranty coverage, cash reimbursement and other benefits to settle the claims.

#### **HOW DO I KNOW IF I AM INCLUDED?**

The Settlement Class consists of all United States residents who are current or former owners or lessees of 2013-2018 Nissan Altimas manufactured with halogen headlamps.

#### **WHAT CAN I GET FROM THE SETTLEMENT?**

**The Settlement will become effective on the Effective Date, which will be 31 days after the Court enters a final order approving the Settlement, or after all appeals are exhausted, if an appeal is filed. Absent any appeals, the Effective Date is anticipated to occur around January 20, 2022, but this is subject to change. Check the Settlement website for updates.**

The Settlement provides for the following benefits:

- (1) **Extended Warranty Covering Headlamp Dimming Due to Delamination:** Nissan will provide a three-year extension of the manufacturer’s warranty (for a total of six years) covering headlamp dimming due to delamination. To receive replacement headlamps within the extended warranty period, bring your Class Vehicle to an Authorized Nissan Dealer after the Effective Date of the Settlement.
- (2) **Opportunity to Receive Replacement Headlamps for Class Vehicles That Are or Will Be Outside of the Extended Warranty as of the Effective Date:** If your Class Vehicle will already be outside the extended warranty on the Effective Date, you may still qualify for free replacement headlamps if you: (1) submit an “Out-of-Warranty Claim Form” within 65-days after the Effective Date of the Settlement, and (2) bring your vehicle to an Authorized Nissan Dealer within six months thereafter.

- (3) **Option to Obtain Immediate Replacement from an Authorized Nissan Dealer With Reimbursement:** 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. Reimbursement claims must be submitted by April 25, 2022.
- (4) **Reimbursement of Out-of-Pocket Costs Incurred Up To October 25, 2021:** If you previously paid out-of-pocket to replace your headlamps due to dimming prior to October 25, 2021, you can submit a claim for cash reimbursement. The deadline to submit a reimbursement claim is April 25, 2022. You may seek reimbursement for parts, labor, and other costs incurred to replace your headlamps, regardless of whether the costs were incurred through an Authorized Nissan Dealer, but reimbursements for amounts paid to Independent Repair Facilities are capped at \$1,200 per headlamp pair. Reimbursements for amounts paid to Authorized Nissan Dealers are not capped. After October 25, 2021, only costs incurred through an Authorized Nissan Dealer are reimbursable.

**Visit the Settlement Website, [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com), for more details.**

#### **WHAT ARE YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT?**

**Option 1: Receive Replacement Headlamps and/or Submit a Reimbursement Claim** – You do not need to do anything to claim the extended warranty coverage, but to receive replacement headlamps under the extended warranty, you will need to bring your Class Vehicle to an Authorized Nissan Dealer after the Effective Date and within your extended warranty period.

If your Class Vehicle will already be outside the extended warranty period as of the Effective Date, you may still receive free replacements from an Authorized Nissan Dealer, but you must: (1) submit an Out-of-Warranty Claim Form within sixty-five days after the Effective Date, and (2) bring your vehicle to an Authorized Nissan Dealer within six months thereafter to obtain replacements.

If you prefer to obtain replacement headlamps before the Effective Date, you may elect to pay out-of-pocket for replacement headlamps and seek reimbursement. To qualify, you must: (1) obtain replacements from an Authorized Nissan Dealer, and (2) submit a valid reimbursement claim no later than April 25, 2022.

Finally, if you paid out-of-pocket costs to replace your headlamps due to dimming prior to October 25, 2021, even if the costs were not incurred through an Authorized Nissan Dealer, you can submit a claim for reimbursement of those costs no later than April 25, 2022. Such costs may include parts, shipping, and labor, but reimbursement is capped at \$1,200 per headlamp pair replaced through an independent repair shop. After October 25, 2021, only costs incurred through an Authorized Nissan Dealer are reimbursable.

**Option 2: Exclude Yourself from the Settlement** – If you do not wish to receive benefits from the Settlement and you want to retain your right to sue Nissan at your own expense on an individual basis, you must exclude yourself (opt out) online or in writing on or before **November 22, 2021**. If you exclude yourself, you cannot get any benefits from this Settlement. If you remain in the Settlement, you will receive the benefits of the Settlement but you will also release claims you might have against Nissan arising out of the headlamp defect alleged in the lawsuit.

**Option 3: Object to the Settlement** – You have a right to stay in the Class and argue in a written objection that the Settlement should not be approved. You will still be bound by the Settlement if it is approved and you cannot object if you exclude yourself from the Settlement. The deadline to object is **November 22, 2021**. You can also ask to speak in Court about the fairness of the Settlement.

**Option 4: Do Nothing** – If you do nothing, you will not receive any cash payment. You will be bound by the Settlement's terms and will lose the right to sue Nissan regarding the Headlamp Defect. All Class Members, however, will receive the benefit of the warranty extension, regardless of whether or not they submit a Claim Form.

#### **WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a hearing in this case on **December 20, 2021 at 1:30 p.m.** in the Estes Kefauver Federal Building & Courthouse, 801 Broadway, Nashville, Tennessee 37203 to consider whether to approve the Settlement, an award of attorneys' fees and expenses, and service awards to the Class Representatives. 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 attorneys' fees, expenses, and service awards approved by the Court will be paid separately by Nissan and will not reduce the amount available to pay Settlement benefits. The motion for attorneys' fees and expenses will be posted on the website after it is filed. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or call 1-855-786-0996 for any updates about the hearing. The Court may also allow participation at this hearing via video or phone in light of the COVID-19 pandemic. If there are timely objections to the Settlement, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your attorney may appear at the hearing, at your own expense, but you don't have to. We do not know how long these decisions will take.

**This Notice is a summary only.**

*You should review the full Notice for additional information about the Settlement and your rights at [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or by contacting the Settlement Administrator, Suarez v. Nissan Settlement Administrator, P.O. Box 43250, Providence, RI 02940-3250 or calling 1-855-786-0996.*



Suarez v. Nissan Settlement Administrator  
P.O. Box 43199  
Providence, RI 02940-3199

**NIZ**

«Barcode»

Postal Service: Please do not mark barcode

VIN: <<VIN>>

Claim#: NIZ-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Rafael Suarez, et al. v.  
Nissan North America, Inc.

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE

Case No. 3:21-cv-00393-WLC-AN

**Must Be Postmarked  
By April 25, 2022**

## REIMBURSEMENT CLAIM FORM

**Use this Claim Form to seek reimbursement if you paid out-of-pocket to replace the Headlamp Assemblies on your 2013-2018 Nissan Altima. (Note, the Settlement does not cover bulbs.)**

### Step 1 - Provide your contact information. (Required)

<input type="text"/>															<input type="text"/>	<input type="text"/>														
First Name															M.I.	Last Name														
<input type="text"/>																														
Street Address																														
<input type="text"/>																														
Street Address (continued)																														
<input type="text"/>																				<input type="text"/>					<input type="text"/>					
City																				State					ZIP Code					
<input type="text"/>										<input type="text"/>										<input type="text"/>										
Phone number (optional)																														
<input type="text"/>																														
Email (optional)																														

(Your phone number and email address will be used solely for communicating with you about this Settlement and will not be sold or used for any other purposes.)

### Step 2 - Identify your Altima. (Required)

Provide the Vehicle Identification Number ("VIN") for the Altima that you own(ed) or lease(d) and for which you paid for replacement headlamps. If you received a Notice in the mail, the VIN should be shown there. The VIN should also be shown on your vehicle purchase, lease, and/or registration records.

<input type="text"/>																													
Vehicle Identification Number ("VIN")																													



FOR CLAIMS PROCESSING ONLY	OR	CO	<input type="radio"/> DOC <input type="radio"/> IS REV	<input type="radio"/> RED A B
----------------------------------	----	----	--	-------------------------------------

**Step 3** - State your claimed reimbursement amount and provide documentation of out-of-pocket cost. *(Required)*

Out-of-pocket costs incurred for parts, labor, shipping, and materials are eligible for reimbursement. In order to receive reimbursement, you must provide evidence of your out-of-pocket expenses, such as a receipt, work order, invoice, service record, or similar document.

If you paid for more than one pair of replacement headlamps, you should include all payments and submit all documents.

Note: The Settlement covers headlamps; it does not cover headlight bulbs.

**How much did you pay for replacement headlamps(s):**

\$

Who performed the replacement? (select more than one if applicable)

- ☐ **An Authorized Nissan Dealer replaced my headlamps.**
- ☐ **An Independent Repair Facility replaced my headlamps.**
- ☐ **I replaced the headlamps myself.**

**Step 4** - Sign and date the certification statement below. *(Required)*

**CERTIFICATION STATEMENT:** By signing this Form, you are certifying, under the penalty of perjury, that: (1) all of the information provided with this Reimbursement Claim Form is true and accurate to the best of your knowledge and recollection, and (2) you incurred the claimed out-of-pocket expenses due to problems with dimming/brightness of your headlights.

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

Print Name: \_\_\_\_\_

**Step 5 - Mail or email this Claim Form and any supporting documentation postmarked by April 25, 2022 to:**

*Suarez v. Nissan* Settlement Administrator  
P.O. Box 43250  
Providence, RI 02940-3250  
admin@AltimaHeadlightSettlement.com

**You can also complete your Claim Form online at [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) and upload any supporting documentation.**

**THE ONLY WAY TO RECEIVE REIMBURSEMENT**  
**FOR HEADLAMP ASSEMBLY REPLACEMENTS**  
**IS TO SUBMIT DOCUMENTARY EVIDENCE**  
**OF YOUR OUT-OF-POCKET COSTS.**

*For more information please view the Class Notice, or call the Suarez v. Nissan Settlement Administrator at 1-855-786-0996 or visit [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com).*



# Exhibit D

*Suarez v.*  
*Nissan North America, Inc.*  
Digital Media Screenshots

**Aol.**

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### Biden in a bind on border, risks coalition collapse

President Biden is stuck between immigration advocates in his own party on one side and Republicans who insist he's still not doing enough to control the border.

[White House politically isolated](#)


1/ 57

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If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.




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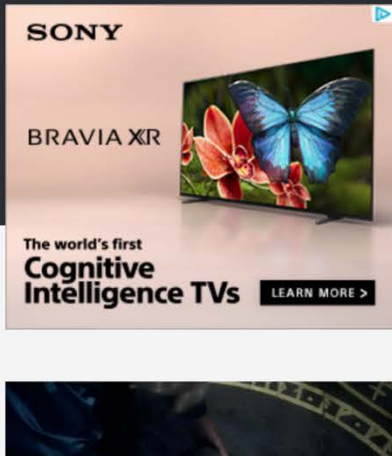


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🕒 09.26.2021








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Exclusive




'Colin in Black & White' star Jaden Michael hopes to win over Colin Kaepernick's critics  
TV // 3 hours ago

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Demi Lovato dishes on alien abductions and

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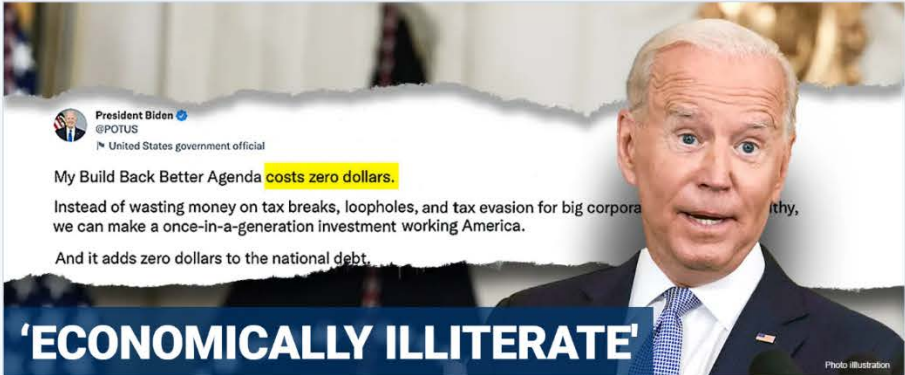
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President Biden @POTUS  
United States government official

My Build Back Better Agenda costs zero dollars.

Instead of wasting money on tax breaks, loopholes, and tax evasion for big corporations, we can make a once-in-a-generation investment working America.




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**Ridiculous Biden tweet about \$3.5T progressive spending splurge sparks bipartisan mockery**

Mark Levin: Democrats are running 'Ponzi scheme' with \$3.5 trillion spending bill

WaPo columnist savaged for downplaying \$3.5 trillion bill and saying it will be paid for






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**POLITICS** 12:27 p.m. ET Sept. 27



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**Vaccines for kids are coming and so is hope for this fall**

**COLUMNISTS** Connie Schultz Sept. 24, 2021



**Safety tips for peanut allergy in the school setting**


Story from Aimmune Therapeutics



**College football Re-Rank: Oklahoma among big names taking big fall**

After a wild college football weekend, poor showings by three brand-name programs have them tumbling in this week's version of the NCAA Re-Rank 1-130.

**COLLEGE FOOTBALL** 10:00 a.m. ET Sept. 27




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**Church in a pub? Religions are trying to win back the 'Nones'**

Religious leaders across the U.S. are using happy hours, barbecues and potlucks to reach the many Americans who left organized religion: the "Nones."

**NATION** Sept. 23, 2021



**'DWTS' pro tests positive for COVID, tearfully apologizes to dance partner**

"Dancing With the Stars" pro Cheryl Burke, who is partnered this season with Peloton instructor Cody Rigsby, has tested positive for COVID-19.


**TV** 7:00 a.m. ET Sept. 27

Driver fired after refusing to deliver to homes with BLM flags

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If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.



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AltimaHeadlightSettlement.com


**The Short List, in your inbox!**

What happened today? We make the long story short in this snappy news roundup.

→


Case 3:21-cv-00393 Document 41 Filed 12/06/21 Page 25 of 49 PageID #: 652





≡ Live News Tracking the Vaccine Weather Investigates Community


3. Sign In To Your Inbox  
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### ▶ Suspect in custody after police chase ends near Hwy 80, Pooler Parkway


A suspect is in custody after a police chase ended near Highway 80 and Pooler Parkway on Monday, according to the Pooler Police Department.

NEWS



#### Additional COVID financial relief available to members of Georgia's marine fishing-industry

CRIME




#### Homicide investigation underway in Statesboro

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If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.



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The image shows a Facebook News Feed advertisement. At the top, there is a navigation bar with icons for home, notifications (9+), video (3), marketplace, and profile. The ad itself is for 'Suarez, et al v Nissan North America, Inc' and is marked as 'Sponsored (demo)'. The text of the ad reads: 'If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.' Below the text is a large image of a white Nissan Altima. At the bottom of the ad, there is a link to 'ALTIMAHEADLIGHTSETTLEMENT.COM', the title 'Suarez v. Nissan North America, Inc.', and a description: 'This website has been established to provide general information related to ...'. A 'Learn More' button is also present. The bottom of the ad features interaction buttons for 'Like', 'Comment', and 'Share'.

Home Notifications 9+ Video 3 Marketplace Profile

**Suarez, et al v Nissan North America, Inc**  
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If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.










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**Suarez v. Nissan North America, Inc.**

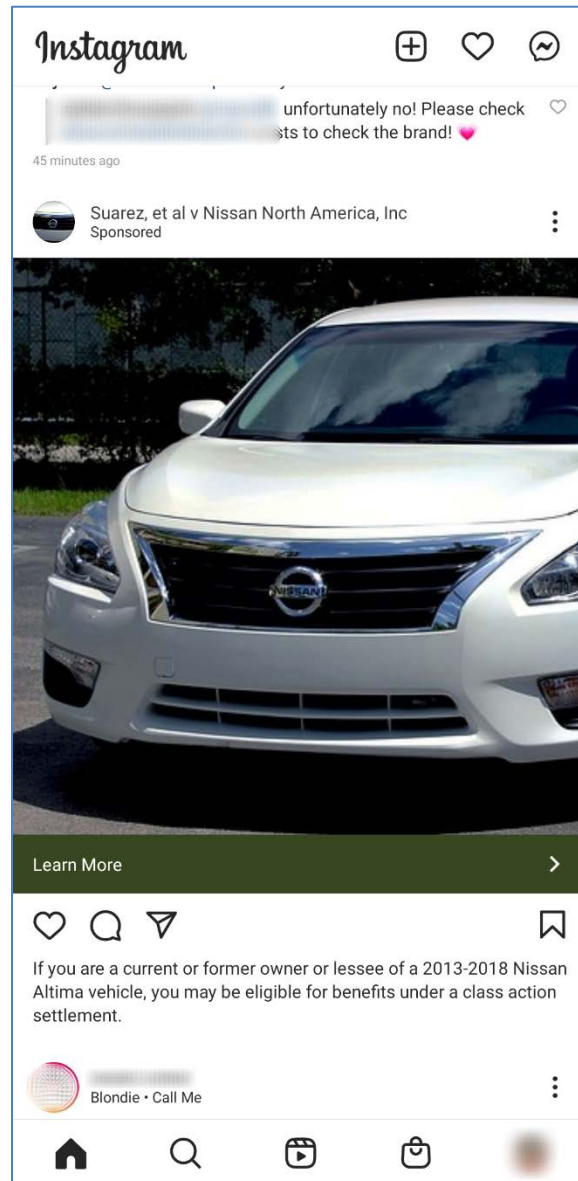
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# Exhibit E

# If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, you may be eligible for benefits under a class action settlement.

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NEWS PROVIDED BY

**Chimicles Schwartz Kriner & Donaldson-Smith LLP →**

Oct 11, 2021, 08:00 ET

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NASHVILLE, Tenn., Oct. 11, 2021 /PRNewswire/ -- Chimicles Schwartz Kriner & Donaldson-Smith LLP announces a proposed Settlement with Nissan North America, Inc. on behalf of all United States residents who are current or former owners or lessees of a 2013-2018 Nissan Altima manufactured with halogen headlights (Settlement Class Members). The lawsuit alleges that the headlamps can become dim over time due to delamination of reflective surfaces inside the headlamp.

Under the Settlement, NNA has agreed to provide the following relief to Settlement Class Members:

1. Class Members who previously paid for headlamp assembly replacements can receive cash reimbursement. The deadline to file reimbursement claims is April 25, 2022.
2. NNA will provide a 3-year extension of the manufacturer's warranty covering headlight dimming caused by delamination, for a total of 6 years of coverage.
3. Class Members whose Class Vehicles are already outside of the 6-year warranty period when the Settlement becomes effective can receive a free one-time repair at an Authorized Nissan Dealer during a limited window of time following court approval of the Settlement. To receive this benefit, Class Members must file an Out-of-Warranty Repair claim and take their Altima to the Dealer within the limited window of time.

Additional details are available at [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com). All of these benefits are subject to the settlement receiving final approval by the court.

Settlement Class Members who do not want to be legally bound by the Settlement must exclude themselves by November 22, 2021. Settlement Class Members who do not exclude themselves will release their claims against Nissan. The Court has scheduled a hearing on December 20, 2021, to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$2,500,000 including expenses, and Incentive Awards for the Class Representatives of \$5,000 each. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your expense, to appear for you at the hearing.

For more information, including the scope of the Extended Warranty coverage, how to file a claim for out-of-pocket reimbursement, exclude yourself from the Settlement or object, please visit [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or contact the Settlement Administrator by calling 1-855-786-0996.

SOURCE Chimicles Schwartz Kriner & Donaldson-Smith LLP



# Exhibit F



# People

**SURVIVING MY MOTHER'S ABUSE**  
*iCarly* Star Jennette McCurdy

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New Music,  
New Man,  
New Life

October 25, 2021

## Katie Couric Tells All

*'This is who I am'*

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- Her struggles with bulimia
- How she found love again after loss
- Why she's speaking out in an electrifying new memoir

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#### Legal Notice

**If you are a current or former owner or lessee of a 2013-2018 Nissan Altima vehicle, You May Be Eligible for Benefits Under A Class Action Settlement.**

The United States District Court for the Middle District of Tennessee has authorized this notice.

*This is not an advertisement and not a solicitation from a lawyer.*

A proposed Settlement has been reached in a class action lawsuit against Nissan North America, Inc. ("NNA"). The case is *Rafael Suarez, et al. v. Nissan North America, Inc.*, Case No. 3:21-cv-00393-WLC-AN (M.D. Tenn.). The Plaintiffs allege that 2013-2018 model year Nissan Altimas manufactured with halogen headlamps may become dangerously dim over time due to delamination of reflective surfaces inside the headlamp. NNA denies the allegations. The Court has not decided who is right, and the Parties have chosen to settle their dispute. This notice provides only a summary of the settlement. Go to [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) for more information.

**THIS SETTLEMENT INCLUDES ALL UNITED STATES RESIDENTS WHO ARE CURRENT OR FORMER OWNERS OR LESSEES OF A 2013-2018 NISSAN ALTIMA MANUFACTURED WITH HALOGEN HEADLIGHTS.**

**What Does the Settlement Provide?** NNA has agreed to provide the following to Settlement Class Members:

1. A 3-year extension of the manufacturer's warranty covering headlight dimming caused by delamination, for a total of 6 years of coverage.
2. If your vehicle is already outside of the 6-year warranty period when the Settlement becomes effective, you can receive a free repair at an Authorized Nissan Dealer during a limited window of time following approval of the Settlement. To receive this benefit, you must file an Out-of-Warranty Repair claim and bring your Altima to an Authorized Nissan Dealer within the limited window of time. Visit the Settlement website for more information.
3. If you previously paid for headlamp assembly replacements, you can file a claim for cash reimbursement. The deadline is April 25, 2022.

**Your Rights May Be Affected.** Settlement Class Members who do not want to be legally bound by the Settlement must exclude themselves by November 22, 2021. Settlement Class Members who do not exclude themselves will release their claims against NNA, as more fully described in the Settlement. The detailed notice (also known as the "Full Notice") available at [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) provides further details, including an explanation of how to exclude yourself or object. The Court is scheduled to hold a hearing on December 20, 2021, to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$2,500,000 including costs and expenses, and Incentive Awards for the Class Representatives of \$5,000 each. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

**How Can You Get More Information?** *This is only a summary.* For more information, including on the scope of the Extended Warranty coverage, how to file a claim for out-of-pocket reimbursement, exclude yourself from the Settlement or object, please visit [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or contact the Settlement Administrator by calling 1-855-786-0996. Please do not contact the Court.

Visit [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com) or call 1-855-786-0996 for more information.



Ambudkar (left), sage-waving McIver and her spirit friends.

#### CBS | Ghosts

A haunted house that's worth a visit

**COMEDY** Samantha (Rose McIver) has inherited a grand, if musty, old country house and sets about turning it into a B and B with her husband, Jay (Utkarsh Ambudkar). But the place is already home to a community of ghosts that only Samantha can see. These include a grunting, temperamental Viking (Devan Chandler Long) and a colonial soldier (Brandon Scott Jones) who can't stomach the thought that his rival Alexander Hamilton is now the toast of Broadway. If the concept, like the house, sounds a bit hoary, the comedy and cast are inventive and spry. (*Thursdays, 9 p.m.*)



Curtis has to worry about her nemesis—again.

#### PEACOCK | Halloween Kills

**HORROR** In this follow-up to the hit 2018 reboot, murderous maniac Michael Myers remains alive and highly active, despite the best efforts of Laurie Strode (Jamie Lee Curtis, hair flying wild). In response, the citizens of Haddonfield form a posse and fan out to destroy him—their notion of justice, the movie suggests, is just another form of bloodlust. Oh? The thick, pulpy gore never lets up. (*Launches Oct. 15; also in theaters, R*)



# Exhibit G

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](http://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, <b>and</b> 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 <a href="http://www.AltimaHeadlightSettlement.com">www.AltimaHeadlightSettlement.com</a> .
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 <a href="http://www.AltimaHeadlightSettlement.com">www.AltimaHeadlightSettlement.com</a> .

Questions? Call 1-855-786-0996 or visit [www.AltimaHeadlightSettlement.com](http://www.AltimaHeadlightSettlement.com)

## Your Legal Rights and Choices Under the Settlement

You may:	Summary:	Read more:	Deadline:
<b>Do nothing</b>	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
<b>Submit a Claim for a one-time Out-of-Warranty Replacement</b>	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	<b>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.)</b>  <b><u>And,</u></b> <b>2) Obtain replacement headlamps from an Authorized Nissan Dealer within 6 months thereafter.</b>
<b>Submit a Claim for Reimbursement</b>	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	<b>Submit Claim Form by: April 25, 2022</b>
<b>Exclude yourself from the Settlement</b>	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	<b>Mail your Opt-Out Request Postmarked by: November 22, 2021</b>
<b>Object</b>	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	<b>Objections and/or Notice of Intention to Appear at the Final Approval Hearing Must Be <u>Received</u> by: November 22, 2021</b>

***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:**

<b>Model Years</b>	<b>Trim</b>	<b>Package/Edition (if applicable)</b>
2013-2015	3.5L SL	
2017	3.5L SL	
2016-2018	3.5L SL	with Tech package
2016-2017	3.5L SR	
2016-2017	2.5L SR	with LED Appearance package
2016-2018	2.5L SL	with Tech package
2017	2.5L SR	Midnight Edition

For clarity, the Settlement Class Vehicles include all 2013-2018 Altimas manufactured with halogen headlamps, and excludes 2013-2018 Altimas manufactured with Xenon or LED headlamps.

### **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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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**

# Exhibit H

**KCC Class Action Services**  
**Suarez v. Nissan North America, Inc.**  
**Exclusion Report**

**Count**  
**70**

Claim ID	Last Name	First Name	City	St	VIN
11753893001	BALOG	VIVIEN S	BRIDGEPORT	CT	1N4AL3AP7HC230594
13253877501	BARSKY	ROBERT	PHILADELPHIA	PA	1N4AL3AP4FC220425
13259056601	BARSKY	ROBERT	PHILADELPHIA	PA	1N4AL3AP4JC223642
13251035201	BARSKY	ROBERT	PHILADELPHIA	PA	1N4AL3AP4DN478624
10630012001	BUSH	RYAN MICHAEL	KATY	TX	1N4AL3AP2JC231657
12058939401	CROWDER	MARVIN D	WATERBURY	CT	1N4AL3AP8JC260239
10237157001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP1EN233670
10321075101	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP1GC154949
10690165501	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP3EC133596
10696655801	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP3EC175427
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11212905501	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP5EN234093
11403784001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP6EC415053
10124546401	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP0HC478461
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11871065501	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP8EC274292
12291506901	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP9GN371315
12338695001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3APXDN424910
11619388801	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP7EC411688
10625993301	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP2JC259720
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12608260101	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP6DC134384
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10960287001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP4EN237471
11017665001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP4FN350595
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12101922601	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP9EC160947
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10226305001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP1EC178357
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11450737501	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP6FN328145
11208019401	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP5EN377240
11069286001	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP4FN916190
10941779301	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP4EN351700
10623553901	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP2JC102818
11454809201	GREAT WEST CASUALTY		S SIOUX CITY	NE	1N4AL3AP6FN313399
12942052901	GUTIERREZ	JOE A	HESPERIA	CA	1N4AL3AP3FC247776
10407839001	HILL	JOSHUA AARON	BEND	OR	1N4AL3AP2DC919629
12856818501	JIMENEZ	MONICA A	CANOGA PARK	CA	1N4AL3AP0HC488827
11804750401	KUTA	CHARLES	ELGIN	IL	1N4AL3AP7JC134924
10495126601	KUTA	CHARLES J	ELGIN	IL	1N4AL3AP2FC164579
12284359901	MANNERS	IRIS M	SPRNGFLD GDNS	NY	1N4AL3APXDC173480
11941410701	MANNERS	IRIS M	SPRNGFLD GDNS	NY	1N4AL3AP8FC595931
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10537264001	SELF	ALLEN	OWENSBORO	KY	1N4AL3AP2FN300455
13074654001	VISOIU	MIHAI	GARDEN GROVE	CA	1N4AL3AP7FC146482